City of Swartz Creek
AGENDA
Regular Council Meeting, Monday, August 24, 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 August 10, 2026	MOTION	Pg. 45
5.	**APPROVE AGENDA:**		
5A.	Proposed / Amended Agenda	MOTION	Pg. 1
6.	**REPORTS & COMMUNICATIONS:**		
6A.	City Manager's Report	MOTION	Pg. 8
6B.	Staff Reports & Meeting Minutes		Pg. 52
6C.	Senior Center Garage Plans		Pg. 59
7.	**MEETING OPENED TO THE PUBLIC:**		
8.	**COUNCIL BUSINESS:**		
8A.	National See Tracks? Think Train Week	PROCLAMATION	
8B.	Assessing Contract Renewal	RESO	Pg. 30
9.	**MEETING OPENED TO THE PUBLIC:**		
10.	**REMARKS BY COUNCILMEMBERS:**		
11.	**ADJOURNMENT:**	MOTION	Pg. 44

Next Month Calendar *(Public Welcome at All Meetings)*

Metro Police Board:	Wednesday, August 26, 2026, 11:00 a.m., Metro PD
Planning Commission:	Tuesday, September 1, 2026, 7:00 p.m., PDBMB (Cancelled)
Downtown Development Authority:	Thursday, September 10, 2026, 6:00 p.m. PDBMB
City Council:	Monday, September 14, 2026, 7:00 p.m., PDBMB
Park Board:	Tuesday, September 15, 2026, 5:30 p.m., PDBMB
Zoning Board of Appeals:	Wednesday., September 16, 2026, 6:00 p.m., PDBMB
Fire Board:	Monday, September 21, 2026, 6:00 p.m., Station #2
City Council:	Monday, September 28, 2026, 7:00 p.m., PDBMB

City of Swartz Creek Mission Statement

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

City of Swartz Creek Values

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

Honesty, Integrity and Fairness

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

Fiscal Responsibility

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

Public Service

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

Embrace Employee Diversity and Employee Contribution, Development and Safety

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

Expect Excellence

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

Respect the Dignity of Others

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

Promote Protective Thinking and Innovative Suggestions

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

CITY OF SWARTZ CREEK
VIRTUAL REGULAR CITY COUNCIL MEETING ACCESS INSTRUCTIONS
MONDAY, AUGUST 24, 2026, 7:00 P.M.

The regular meeting of the City of Swartz Creek city council is scheduled for **August 24, 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 Jacquie Forrest, 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:

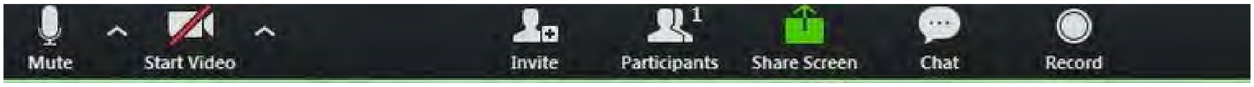
1. At the start time of your meeting, enter the link to join via computer. You may be instructed to download the Zoom application.
2. You have an opportunity to test your audio at this point by clicking on "Test Computer Audio." Once you are satisfied that your audio works, click on "Join audio by computer."

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: August 24, 2026 at 7:00 PM Eastern Time (US and Canada)

Join Zoom Meeting
https://us02web.zoom.us/j/83096401128

Meeting ID: 830 9640 1128

One tap mobile
+13017158592,,83096401128# US (Washington DC)
+13126266799,,83096401128# US (Chicago)

Dial by your location
+1 301 715 8592 US (Washington DC)
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)

Meeting ID: 830 9640 1128

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

If you have any further questions or concerns, please contact 810-429-2766 or email jforrest@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, August 24, 2026 - 7:00 P.M.

TO: ***Honorable Mayor, Mayor Pro-Tem & Council Members***
FROM: **Adam Zettel, City Manager**
DATE: **August 19, 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)*
    Elms Road is proposed to be bid in January of 2027 based on the current timeline. We strongly expect this to be delayed if congressional funds are allocated to this project prior to then, as it would tie the road into a larger investment down the road.

    The previous report follows.

    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 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.

Crack fill work is complete for 2026, and we are pleased with the results.

Road markings are approved to be completed by M&M Pavement Markings and should be complete yet this summer or early fall. We will look to get this done earlier in the year moving forward, provided we can get crack fill work done prior.

The previous report follows.

Intensive rehabilitation has been approved for Church and Frederick Streets. The contractor has notified us that they intend to push the project into spring of 2027 at the provided pricing. Rob and I do not object to this. Since the work is an intensive rehabilitation, additional street deterioration should not be a factor in the longevity of the repairs.

Recent reports indicate that several Michigan tax revenue sources intended to support the new road funding package are performing below original projections. In particular, marijuana tax revenues appear to be significantly lower than anticipated. Because local road agencies, including cities, receive funding after other allocations are made, any shortfall in overall collections can have a disproportionate effect on the amount ultimately distributed to local governments.

At this point, I do not believe there is cause for alarm, but the revenue trends warrant close monitoring. If collections continue to fall short of projections, the anticipated increase in local road funding may be substantially reduced and, in some scenarios, local agencies could receive little or no net benefit from the program. Some analysts and commentators have questioned whether the original revenue estimates were overly optimistic, suggesting that projected collections may not have been fully aligned with actual market conditions.

Until more data becomes available, it would be prudent to view future road funding projections with caution and avoid relying on the full anticipated increase when making long-term financial plans.

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 are going to ensure the filling of the core holes is done properly.

- ✓ **I-69 MDOT WORK** ***(Update)***

MDOT is working with the next phase of their bridge restoration project, which included a crossover change to the traffic flow so they are able to address the other side of the interstate. They informed us that we can expect the lane closures to remain on Elms Road; Morrish Road should remain unimpacted; Miller Road will continue with lane closures and select ramp closures a hard/full closure of Miller is expected for temporary demolition work (we did experience a hard closure of Miller the week of August 10th).

If we get specific days/times for transitions and closures, we will pass them along.

- ✓ **WATER – SEWER ISSUES PENDING** *(See Individual Category)*
  - ✓ **SEWER REHABILITATION PROGRAM** ***(Update)***

Dependable has completed their initial phase of work in the city. This work only includes the original ~3 miles of pipe that were approved.

They are now looking to inspect sections that do NOT include backyard easement work (Winchester Village). This is approximately eight miles of line.

The mobilization fee to work in the back yards of the Village needs to be agreed upon prior to engaging the rest of the work.

The previous report follows.

Based on the projected budget, we are going to look to expand our 2026 program from ~3 miles of inspections (1/8th of the 24 miles), to include the entire system not yet cleaned or inspected (televised). We expect this to cost an additional $300,000 plus a Winchester Village mobilization/access charge to work in the rear yards. This has not been negotiated yet.

The previous report follows.

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)*

Our water Risk and Resiliency Study draft is complete. OHM will look to submit this to the state this month. In addition, we have taken a first look at the water system dashboard, which is the online information depository that will be the basis for our master plan. We are pleased with the data provided, our progress on the system, the modeled system function, and the recommendations for 5 and 20 year improvements. In short, the city is in a good spot, and there is not much, if anything, that will require investment in the coming years.

In addition to all of the water plans that are currently in the works, we will need to assess the water tower again in early 2027. We have been conducting an inspection every five years as a best practice to ensure structural safety and preservation. I expect to have a proposal before the council in the fourth quarter of this year.

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 (complete), 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)*

We have three flow meters that are being installed to measure actual flows in our sewer districts. This will help plan any future expansions and to track inflow and infiltration. We affirmed that our first round of monitoring in districts 1, 2, & 4. This includes a Miller Road connection to the interceptor that includes Heritage Village to the north; the Elms Road connection that includes the commercial area at Miller; the First Street connection that includes Morrish and parts of downtown and the raceway. These meters will be available for three years and are expected to be relocated multiple times. As of writing, districts 2 and 4 are installed and sending data. District 1 is expected to be installed within a week. The previous report follows.

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 is 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.

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 or our potential program.

- ✓ **HYDRANTS *(Update)***

  Work should begin prior to our meeting on hydrants. We will be conducting live amendments to our GIS database during hydrant painting/work.

  Giant has been authorized to sand blast and paint 125 hydrants, about 1/3 of our system. This should cover the hydrants missed by the previous contractor and those that have demonstrated immediate rusting. If necessary, we can look to continue with the painting of hydrants on an annualized and incremental basis moving forward.

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

  The Drain Commissioner gave a verbal update at the Water and Waste Services Advisory Committee meeting on May 20th related to the storm impact from April 3-5, which totaled up to 5" of rain in some areas. They indicated that they were able to process about 75M gallons per day (up from 50M gallons per day for such storm events). However, they experienced about 150M gallons per day demand on the system, which means that half of the flow (mostly rain water) was treated as wet weather flow.

  The good news is that they were able to manage the system without backups or spills, despite the Swartz Creek and others being out of their banks. The bad news is that the state may look to discontinue their permit to treat excess water as 'wet weather flow.' This would mean that the county would need to find storage capacity for that excess water and treat it like they do normal sewer. We are told that this storage would cost about $2 per gallon. The math makes this cost very painful.

  They will be advocating a position against this with EGLE based upon data. They indicated that of the 4,000 testing points for treated sewer effluent, they are in parameters for all of them for dry and wet weather flow. We shall see what the state determines. If they allow wet weather treatment to continue, I am confident that we have a regional system that can manage 50 year storm events (such as the most recent one) without damage to property, the system, or the environment. If the state disagrees, the regional will look to invest 100s of millions to provide storage.

  The county still intends to present some data as it relates to wet weather flows in specific areas (like Swartz Creek City). 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.

  Our surface water monitoring and permit agreement with the Genesee County Drain Commissioners office is expected to expire this year. We were told to expect a renewal agreement in the coming months.

  The previous report follows.

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** ***(Update)***

I received an inquiry about the purchase of one or more of our lots. Currently, staff is only authorized to sell to J.W. Morgan per the action of the council in conjunction with the

Heritage Home Owners Association. If something formal is received, I will bring this to the council. The previous report follows.

The city also has two more lots that were acquired through the tax reversion process. 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, but they are moving slowly.

✓ **NEWSLETTER** *(No Change of Status)*
The summer newsletter is out. Let me know if you have comments.

✓ **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. **Street repair in 2026.** Frederick and Church are to be rehabilitated in the spring of 2027. We also have some repairs to do related to winter water main repair. Crack filling is complete, with pavement markings to follow.
3. ***(Update)*** The **Brewer Condos** project submitted an incentive application to complete the remaining twelve units. The DDA review committee met on June 9th with a generally favorable view of the application. Further deliberation with the applicant occurred on June 24th. The full DDA board received information at their August 13 meeting and will deliberate the matter on September 10th, followed by a city council review. Filed documents indicate that they have until early 2027 to continue.
4. 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 has taken concrete steps to resolve these issues, including the retainage of FSE. Mr. Vertie Brewer with the HOA is very competent and determined.
5. The **southwest corner of Elms & Miller** was seeing some increased activity. I have not heard anything in many months, and I see much of list area listed as a combined sale for ~$1,900,000.
6. **Park Projects.** We have signed an agreement for construction services for Otterburn, and have been given the notice to proceed. We expect pickleball court expansion at Elms and numerous maintenance updates at Abrams, including a new drinking fountain. We are working with the historical society on new interpretive signs for some of our park facilities.
7. ***(Update)*** **New Businesses.** The planning commission approved a site plan to replace the former A1 Treat Barn on Miller Road. A new coffee shop/retailer is moving form Perry to the Carriage Plaza, including a retail component (they have

temporary approval for food truck sales while construction is ongoing). I am told the plaza is full. The former Trecha Building on Holland has sold and is for lease. I expect one of our local medical offices to pursue a site plan application to expand soon.

8. **Mundy Megasite (Advanced Manufacturing District).** Another offer was provided to the schools to sell Morrish Elementary. The school did not accept this offer. The Genesee Economic Alliance maintains efforts to find a user and continues acquisition and demolitions. 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. ***(Update)*** **The Holland Square** project is proceeding rapidly, with the structure now complete, including new concrete. There are some change orders for work, both expected and unexpected. Overall, we should remain on time and on budget. See details below. The DDA is having final design of the lighting and sound done for phase II.
10. ***(Update)*** **Wayfinding & Branding Signs** are budgeted and approved for acquisition and installation by the city and the DDA. We are looking to install a couple 'pilot' signs that will include one jurisdictional marker and the public safety building sign. Once we determine the quality is good, we will order more. We should see some strong movement on this in 2026 and 2027.
11. ***(Update)*** The DDA has an active committee to consider a **Social District.** They have a steering committee, which met on June 1st and June 23rd. The DDA board considered this at their August 13 meeting and is recommending a trail run of the district. I will look to bring this to the council in September. If you have concerns, please make me or the committee aware so they can be addressed early in the process.
12. **Old Methodist Church** abatement is complete. I am exploring brick restoration options. It appears that the MEDC will cover designs costs to create a scope of work and bid specs.

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

The MEDC is likely to fund design and bid specifications for masonry work at the church. I have submitted an application on August 4th. This program is still a staple in our development tool box. Though the future of the program may be somewhat in doubt because of legislative and other action, they remain a great partner.

✓ **OTTERBURN PARK** ***(Update)***

The notice to proceed has been given. Work can start any day. However, we have hit yet another snag though. It appears the pavilion materials are a 2-3 month order and the pre-fab bathroom is a 10 month order! With that said, We are looking for substitutes that will allow us to proceed with change orders this summer/fall. If not, we do have the ability to construct in 2027 and still comply with the DNR grant. We would prefer not to drag this out if we do not have to though.

The previous report follows.

The city accepted the low bid from Glaeser Dawes in the amount of $574,025.15. 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 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)***

Signs are budgeted and approved for acquisition and installation by the city and the DDA. We are looking to install a couple 'pilot' signs that will include one jurisdictional marker and the public safety building sign. Once we determine the quality is good, we will order more. We should see some strong movement on this in 2026 and 2027.

The cost for the signs as proposed and illustrated is estimated to be $88,858.80 as split by the city and DDA. Again, this does not include many components of the master sign plan (monument signs and civic campus signs), but it will conclude the bulk of all wayfinding needs until existing signs require replacement (city offices, Elms Park, etc.).

Please see the consultants original design work here and the original sign location plan here.

- ✓ **SOCIAL DISTRICT** ***(Update)***

The DDA deliberated on this matter at their August 13 meeting, and they DO recommend moving forward with a trail run of a district. I will present this plan to the council in September. The previous report follows.

The DDA formed a steering committee to create a draft social district program for downtown Swartz Creek. This will be presented to the DDA and city council, with the intent to move something forward, at least on a trial basis. The committee has recommended a plan that they believe offers the best options for hours of operation, rules, and procedures. Overall, they were highly in favor of having a district. If you have concerns or input, please look to engage with DDA, or myself sooner than later so the group can adjust accordingly!

The park board, at their June 16 meeting, voted to support the inclusion of Bicentennial Park in the common area. The original report follows.

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 PROJECT** ***(Update)***

Work on the structure has been complete, and we have already submitted our grant reimbursement to MSHDA. Personally, I think it looks great, and I applaud our architect and builder! We do recognize that the concrete work was a challenge based upon the available approaches to the area for smoothing, but we can accept it.

Getting to this point, there have been challenges. We had some deadline issues, which are behind us, as well as some change orders. One the bright side, we exceeded our fundraising budget and even got some donated gutter systems, which we did not expect. So, we have some ups and downs.

The bad news is that we are likely to eat through all of the contingency funds. Due to some discoveries with the existing footings for the masonry columns, it became necessary to conduct a rather large excavation to install the engineered footings of the structure. While this change was under $10,000 and actually assisted in the placement of electrical conduit, it now requires a substantial surface replacement. We installed 4” reinforced concrete at a cost of $34,680. While this will certainly be a surface improvement, it does take a big chunk of additional expenditure.

Overall, the budget for the entire project is $435,102. The structure and flat work is complete with $312,055.00 spent so far. This leaves $123,047 for electrical, audio/lighting, signs, and hardscape amenities. This should be about right, but things are getting tight. Again, with fundraising exceeding expectations, we should still have a project before us that is on time and budget.

With the structure up, many folks have asked where the Christmas tree will go. After viewing the area, speaking to the DPW, and consulting with some DDA/Park Boardmembers, we actually think that placing the tree under the structures elevated east end is worth a shot. Let us know what you think.

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** *(No Change of Status)*
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. They were initially unresponsive. After some political prodding, I received a trio of calls from the Land Bank the week of May 11th, indicating that they would respond to our inquiries. Since then, we have been asked to submit an offer form. We did so with the understanding that there is not a committed offer, and they require this as a formality to proceeding with discussions. We have not heard anything of substance from them since.

I have lost nearly all confidence in the Land Bank to properly administer this site from an environmental, maintenance, or sale/disposition perspective.

Despite this, we will continue to seek environmental information and to work with the Land Bank for a future use strategy. 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)*
  I cannot describe how little cooperation we are getting from Consumers Energy. The actions of the company, inconsistencies in what is communicated, and lack of accountability are so extreme that one questions if it is being done on purpose. I cannot fathom an organization being so poorly run in concept, but it is happening in real time. It is getting worse.

  With that said, they finally responded to our request to reimburse the city for the Hill Road damages that occurred last November as a result of a CE gas crew excavation. They place the fault with the city for not marking the water lines properly. However, they still indicate a desire to split the cost.

  I have instead directed Chris Stritmatter to prepare a claim for the Michigan Public Service Commission and a court of jurisdiction (if appropriate). While the cost of this specific matter is important, I believe it is more important to disrupt the pattern of behavior from CE in which they deny fault and place blame elsewhere for all (or nearly all) right of way conflicts. As such, I believe the breaking of this cycle as the norm has immense value to our community and all similarly situated communities in Michigan.

  In short, our repeated attempts to normalize a relationship with CE based on shared responsibility, respect for assets, prompt communication, and fair expectations has fallen short. I do not see the situation improving and the results drain our staff time, financial resources, and ability to efficiently use the city's right of way. I will work with the city attorney to pursue an improvement in the relationship. I will also look to liaise with area municipalities and Protec to further advocate for institutional changes to the treatment of right of ways. If council members wish to discuss this further, please let me know and we can add this as a discussion or business item at any time.

  Note that CE did reach out on July 9 to further discuss the specific issues and to hear concerns about the larger pattern of behavior. I have no reason to believe this will meaningfully alter the partnership at this time.

  The previous report follows.

  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 $25,000. 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.

- ✓ **CONGRESSIONALLY DESIGNATED SPENDING** *(No Change of Status)*

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. It appears the combined projects are listed as fundable in congressional reports, but the amounts are lower. 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.

- ✓ **REGIONAL TRAIL PLAN** ***(Update)***

I spoke with the Genesee County Metropolitan Planning Organization staff again after our initial meeting with ROWE. It appears that GCMPC are going to complete very preliminary engineering (10% concept engineering) for many of the trails in the legacy network. This includes our stretch between Miller/Elms and Morrish, along the creek. At this point, there is nothing we need to do. They will seek out a professional to complete this work in a package with other projects.

At some point, we may be asked to opine on some findings or provide direction. Eventually, we will be making decisions on our commitment to the trail and what form that will take. For a first step, I am very happy with this. The previous report follows.

A few months back, I reported that our creek trail (Elms to downtown) was noted as a relatively high priority regional trail for the region in their new plan. Given our current commitments for recreational spending and grants, we have not elevated the acquisition of easements or design for this segment based on that alone. However, the Mott Foundation announced $25M in funding for this trail plan, with apparent commitments for additional funds in the future.

This is huge. If the city can work with grant funds to support much of the trail, we may be able to move this quickly and without the known obstacles of dealing with federal funds. As such, I have started conversations with Rowe PSC regarding preliminary engineering.

I also have reached out to one of the more prominent land owners along that route to set the table for easement discussions.

This project could move quickly or not at all, but we will be prepared for those scenarios and all the space in between. I will keep the council informed.

- ✓ **GAINES FIRE DEPARTMENT** *(No Change of Status)*

Chuck Melki, who represents Gaines Township in some regards, approached the Fire Board on July 20th about shared fire services. An exploratory meeting was held on the 27th of July with the chief, Rae Lynn Hicks, and Tom Spillane to discuss the matter. Chief Plumb also addressed the city council on July 27th. There have not been any further updates since that meeting. The original report follows.

The Gaines Township Fire Department is going through a period of transition that is stressing their resources. Recently, the township board hired a new chief, and this apparently resulted in many resignations. My understanding is that the department is still staffed and functional, operating with 8-10 members (SCAFD operates with about 25 in recent times).

Recent events have resulted in a lot of political statements, social media chatter, and so on. Notably, statements have been made that Gaines Fire is no longer responding to calls and SCAFD is doing everything. Chief Plumb assures me that this is not the case. Gaines is still deploying for runs, and our department backs them up through automatic mutual aid (AMA) as necessary. Given the circumstances, this has been more frequent in recent months due to staffing anyway (SCAFD was deployed to a brush fire in Gaines because only two members were able to respond BEFORE the resignations).

Moving forward, Chief Plumb is focusing on meeting AMA obligations and separating his staff, the department, and our communities from the political currents of the situation. However, some officials from Gaines Township have reached out to myself and Chief Plumb, and they indicate that there may be an official interest petitioning Clayton and Swartz Creek to expand the fire board to include Gaines Township.

Procedurally, any discussion about providing contractual services or expanding the authority will be a decision by Clayton and Swartz Creek at the legislative level. I recommend the fire board and city remain as observers only until and if a formal request for such service or inclusion is received from the township (village). If such a request is received, I DO recommend that the city work with Clayton to consider this as a serious option that could provide enhanced fire service for all three communities.

Chief Plumb's initial finding is that the potential to contract services to Gaines in the interim and to evaluate the potential for board expansion are very feasible. If township leadership in Gaines pursues this, our communities could begin to explore shared services while under a short term service provision agreement, with final findings available in about 12-18 months.

Some additional notes to consider: Gaines used to participate in the department but withdrew years ago. Consolidation has many benefits, especially with lower paid-on-call participation than ever before. The politics of the current situation may or may not have the requisite degree of permanence. Gaines Village apparently contracts with Gaines Township and will require representation at some level.

I will keep the council informed.

✓ **WEB CONTENT ACCESSIBLITY GUIDELINES** *(No Change of Status)*
The Department of Justice (DOJ) has adopted new accessibility requirements under Title II of the Americans with Disabilities Act (ADA) that apply to local government websites, mobile applications, and other public-facing digital services. Communities with populations under 50,000, including the City of Swartz Creek, must comply by April 26, 2028.

The new rule requires public-facing digital content to meet the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standard. This includes City websites, online forms, payment portals, agendas and packets, downloadable documents, and other digital services provided to the public.

If you are not familiar with WCAG, please watch this video. These guidelines are put in place to enable web users with disabilities to access content and services. Primary examples include the need for a screen reader to be able to read all text and describe imagery to a blind user, or for meetings to include closed captioning for a deaf user. In practice, this would mean that our budget book and council packets would have to be formatting appropriately in word for reading, each image or graph would need to contain an embedded description, and scans of any content would need to be converted to digitally readable and describable content.

These document and form augmentations are not something we currently provide. We are not alone and are probably better situated than most comparable cities because of our new website, reliance on Formstack, and digital document creation techniques. While certain limited exemptions exist for archival records, older social media content, and some third-party materials, the majority of City-provided digital content will be expected to meet accessibility standards.

Staff's initial review indicates the City's website was redesigned with accessibility considerations in mind; however, accessibility of PDF documents and other posted materials will require additional attention. Given the volume of agendas, packets, reports, and historical records maintained by the City, compliance efforts may require significant staff time and/or software solutions to ensure documents are properly formatted and accessible.

Over the coming months, staff will continue evaluating current practices, reviewing available compliance tools, and identifying any budgetary or operational impacts associated with implementation. While this sounds daunting, I suspect third party AI tools and services will greatly assist in enabling implementation and/or allowing end users to garner accessibility themselves (e.g. AI is becoming more advanced and will likely be able to interpret old scans, text, and images without additional interpretation or formatting). We will start with ensuring our primary vendors are compliant and look for conversion tools from existing providers, such as our online ordinance codification service.

Additional updates and recommendations will be provided to Council as more guidance and resources become available.

- ✓ **OATH OF OFFICE LEGISLATION** *(No Change of Status)*
  The state has passed legislation that alters the term start dates for local councils. This will have the effect of extending current terms and delaying the start of new terms for the coming election cycle in November. Where our newly elected officials typically take office at the meeting following the election, the state law provides that such terms will now start after the 1st of December.

  In addition to extending the current terms, this will also result in the extension of appointed board and commission positions that are typically proposed by the Mayor at the second November meeting. I am including some correspondence with the city attorney on the proper procedure for managing these term extensions, as well as a statement by the Michigan Municipal League (below).

  "Following overwhelming bipartisan support, Governor Whitmer signed the long-awaited Oath of Office legislation. HBs 4358–4359 and SBs 240 and 241 are now Public Acts 17-20.

  Together, the package addresses a conflict between state law and some municipal charters because of Proposal 2 implementation. Clerks must account for ballots that come in six days following an election and as a result, municipalities with language in their charters requiring newly elected local officials to be seated the week following an election would be doing so prior to actual certification.

  Public Acts 17-20 are intended to create a more uniform term start date and ensure that elected officials are not sworn in until voting results are certified. Specifically, term start dates are to commence no earlier than 12 PM on the first day of the month following an election.

  The legislation has no impact on municipalities that already seat their officials on or after this date. No municipal charter amendments are required." -Dave Hodgkins, MML

- ✓ **BS&A SOFTWARE UPDATES** ***(Business Item)***
  We have engaged BS&A in the conversion from the .NET system to the Software as a Service system. We expect to convert on or about April 1, 2027. Our first meeting with them on the transition will be the second week of September. See the August 10, 2026 report for full details of this move.

- ✓ **GATEWAY SIGN AT 9091 MILLER ROAD** *(No Change of Status)*
  Power is being disconnected. Once complete, we will start demolition. The previous report follows.

  We conducted a title search and confirmed that there is NOT any formal instrument or record that enables the city to control the 200' triangle piece at Miller and Seymour that we use for the gateway sign. The current owner verbally indicated that it is a legacy clear vision area, which she is ok with the city continuing to use/mow.

I do not think that we should construct a new sign without formal control of this area. I also do not believe this is worth it, especially considering the costs of these signs ($20,000 to $60,000 depending upon materials and size).

Our plan is to scrape this site of the sign and any affiliated plantings and materials. I think it is best to abandon this corner as a primary sign gateway since we do not have control and there are likely more suitable areas for such a presentation (e.g. the island in front of GM, downtown, etc.). Once the site is cleared, I will look to discontinue electric service and mowing.

If the city wishes to maintain and presence here, let me know. We will need formal rights in order to establish such a presence, especially if the investment is substantial.

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

✓ **MONTHLY REPORTS** ***(Update)***
Monthly reports are included.

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

✓ **PLANNING COMMISSION** ***(Update)***
The planning commission met on August 11 and approved a site plan for the former A1 Treat Barn at 8541 Miller Road. They seek to construct a replacement structure on the site that is about 1,000 square feet. There will not be a September meeting. The next scheduled meeting is October 6th. The commission may be getting another site plan for a medical office expansion. If not, we will convene at least one more time for training.

✓ **DOWNTOWN DEVELOPMENT AUTHORITY** ***(Update)***
The DDA met on August 13th. They recommend proceeding with the Social District, and they approved the wayfinding signs. They have some pending business as it relates to the Brewer Townhomes incentive and potential lighting on Holland Drive. Their next meeting is scheduled for September 10th.

✓ **ZONING BOARD OF APPEALS** ***(Update)***
The ZBA approved a variance at their July meeting. The ZBA granted the variance with conditions. For full details, see attached minutes and the ZBA packet. There was not an August meeting. Their next regular meeting date is September 16, 2026.

✓ **PARKS AND RECREATION COMMISSION** ***(Update)***
The park board met on August 18th. The board directed staff to get pricing and a plan to expand the pickleball at Elms Park by adding four courts to the east of the current courts. They are requesting additional fencing and pavement markings to improve the experience. This will eliminate the western-most basketball court, which was damaged this summer and is not currently in operation.

IN addition, they are recommending string lights in Bicentennial Park instead of adding additional pavilion or street lighting, as discussed by the DDA.

The next regular meeting is set for September 15th.

- ✓ **BOARD OF REVIEW** *(No Change of Status)*
  The Board of Review met on July 21st to review poverty exemptions. They reviewed two applications and granted one a 100% exemption. There were no qualified errors to review.

- ✓ **CLERK'S OFFICE/ELECTION UPDATE (Forrest)** ***(Update)***
  - The Clerk's office has sent out 465 letters to the residents that are still on the Permanent Application List. The state no longer requires a voter to complete an application to receive an absentee ballot. The state now has a Permanent Ballot list that automatically sends you a ballot every time there is an election being held. The letter sent is asking the voter if they would like to take advantage of this new automatic system. In less than one week of sending these letters, we have received over 50 requests to be put on the Permanent Ballot list.

- ✓ **DEPARTMENT OF COMMUNITY SERVICES UPDATE (Bincsik)** ***(Update)***
  - Flint Carpet will be installing new carpet in the Public Safety Building conference room 8/26/26.
  - It was noticed that landlords were removing newly planted trees in the ROW in front of their houses in the Village. We determined 5 trees had been removed. Trees removed by landlords to be replaced at their expense.
  - DPS worked with the Genesee Conservation District to remove female cottonwood trees from Otterburn Disc Golf Park. There are still some trees left remaining that will be removed in the fall.
  - Ben Henry is nearing his 120 day service as a temp employee. We have promoted him from temporary to part time, bringing PT staff to two.
  - Aerial fully in service and lettered, with additional training opportunities being sought. Aerial truck will need a strobe package installed for safety. Currently we are seeking out the correct lighting package for the truck and will get it installed ASAP.
  - Abrams pavilion concrete has been removed and we are waiting on the contractor to pour the new slab.
  - Luea Lane road repairs are supposed to happen in conjunction with the Abrams pavilion concrete.
  - Natalie had concrete repairs completed.
  - Winshall, Natalie and grove streets have asphalt patching needed and this should be completed the week of the 8/17/26.
  - DPS is in the process of getting a couple of city lots seal coated and restriped. The lot in front of LPL Financial and Holland Square will be receiving the treatment.
  - Michigan Fence installed privacy fencing around public safety generator.
  - Absolute trimmed some of the trees by city hall. They were getting close to the roof and gutters.
  - Alex Wiser's last day was August 17. This will most likely be his last summer with us. We wish him well in his communications career.
  - DPS continues to GPS water and sewer assets.
  - Dependable Sewer will be in town starting the week of 8/10/26 to begin cleaning an additional 8 miles of sanitary sewer.
  - DPS received 43 NON PAY water turn offs, of which 15 resulted in water actually being turned off. The other addresses elected to pay upon arrival of DPS staff.

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

  Audit prep for FY26 is underway, with the date of the audit being the week of August 24th. The FY27 budget is complete and summer property tax payments are coming in. 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)***
  - Met with Congressional Staff to submit letters of support from Sen Cherry, Flint & Genesee Economic Alliance and Curbco 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. This request is currently being debated in committee.
  - Senator Peters has included our Miller Road appropriation request and has been included in the THUD Committee in the THIP line item in the amount of $4M.
  - Volunteer groups are signing up to support Family Movie Night, which began in June.
  - Pergola fundraising has been concluded. A total of $60,400 was raised online which means we will receive the full match. In addition, a $5000 donation and a $7,500 from the Community Foundation of Greater Flint was awarded for the Pergola this month.
  - Bella's Book Nook was awarded $980.00 from MEDC's Match on Main program.
  - Pergola has been successfully built. Phase 2 of the building will include sound, lighting and accessories.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

- ✓ **PROCLAMATION** ***(Business Item)***

  We have a proclamation included in the packet related to rail safety.

  CN has partnered with Operation Lifesaver, Inc. (OLI) for more than 20 years to help raise public awareness about the dangers of railroad grade crossing incidents and trespassing on railroad property. Unfortunately, recent data continues to show preventable fatalities and serious injuries across the United States resulting from both crossing and trespassing incidents.

  CN and Operation Lifesaver encourage our council to help keep communities safe by raising awareness about the importance of rail safety. Opportunities to participate include adopting the enclosed See Tracks? Think Train® Week proclamation and sharing rail safety messages through the community's social media platforms and other communication channels.

  Rail safety is a shared responsibility, and municipal leadership plays an important role in educating the public about making safe choices around railroad tracks and crossings.

- ✓ **ASSESSING CONTRACT** ***(Business Item)***

  Included with the agenda is the renewal of the city assessor's contract. The scope of work and other terms remains the same as last year. The renewal includes a 2.7% price increase, which equals the general increase to staff this year. This places the service at

$36,667.88 annually ($3,055.99 monthly). Previous charges were $35,707.68 annually ($2,975.64 monthly).

Note that we did update some items in the agreement in 2024 to conform to new state statutes and Department of Treasury guidance. The services remain the same. Examples of changes include the update of IFT districts to “Special Acts” and changing the relevant certification from Level III to Michigan Advanced Assessing Officer. The only significant change was that our March BOR is now overseen by the clerk instead of the assessor, which has been the case for many years.

I am very pleased with the performance and results experienced with Legacy, and I recommend we continue using their services for the next year. Their operations here have placed us in the highest category of performance by the Michigan Department of Treasury, which is a perfect rating based on most recent state reviews. Mrs. MacDermaid functions like a long-standing staff member and official. She is very well-versed in her trade, our local circumstances, and the city tax roll.

- ✓ **SENIOR CENTER GARAGE** ***(Business Item)***

  As noted previously, the senior center is constructing an accessory building on the civic campus. This is being done in accordance with a 2009 site plan that originally included this as part of their expansion, which the city approved and supported. In any event, the structure is permitted as an accessory structure. I am including the site plan and some of the building plans for reference.

  Note that, like the primary structure, this will ultimately be subject to the terms and conditions of the lease with the senior center. As such, the city is the ultimate custodian of the structure itself and will own, operate, and maintain this as an asset. The center will be responsible for day-to-day operations and maintenance of everything except the structural elements (roof, floor, walls, etc).

Council Questions, Inquiries, Requests, Comments, and Notes

Orienteering Course: Walt has taken the lead on this and has investigated the course. They have some tentative place to replace the medallions. We appear to be close to getting new material in the ground.
Art in the Park: Kiwanis is holding their annual event at Elms Park this Friday and Saturday.
Car Show: The Swartz Creek Historical Society is holding another car show downtown on Sunday, August 30th.

City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday, AUGUST 24, 2026, 7:00 P.M.

Motion No. 260824-4A **MINUTES – AUGUST 10, 2026**

Motion by Councilmember: ________________

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, August 10, 2026, to be circulated and placed on file.

Second by Councilmember: _______________

Voting For:____
Voting Against: ____

Motion No. 260824-5A **AGENDA APPROVAL – AUGUST 24, 2026**

Motion by Councilmember: ________________

I Move the Swartz Creek City Council approve the Agenda as presented / printed / amended for the Regular Council Meeting of August 24, 2026, to be circulated and placed on file.

Second by Councilmember: _______________

Voting For: ____
Voting Against: ____

Motion No. 260824-6A **CITY MANAGER'S REPORT**

Motion by Councilmember: ________________

I Move the Swartz Creek City Council accept the City Manager's Report of August 24, 2026, including reports and communications, to be circulated and placed on file.

Second by Councilmember: _______________

Voting For: ____

Proclamation No. 260824-8A **PROCLAMATION TO ACKNOWLEDGE NATIONAL SEE TRACKS? THINK TRAIN WEEK**

WHEREAS See Tracks? Think Train® Week is to be held across the U.S. from September 21 to 27, 2026;

WHEREAS, 2,273 rail grade crossing collisions resulted in 764 personal injuries and were responsible for 287 fatalities in the United States during 2025; and

WHEREAS, educating and informing the public about rail safety (reminding the public that railroad right of ways are private property, enhancing public awareness of the dangers associated with highway rail grade crossings, ensuring pedestrians and motorists are looking and listening while near railways, and obeying established traffic laws) will reduce the number of avoidable fatalities and injuries caused by incidents involving trains and citizens; and

WHEREAS, the International Association of Chiefs of Police, National Operation Lifesaver Inc., United States Department of Transportation, and all local, state, county, and railroad law enforcement officers, first responders, and railroad corporations commit to partnering together in an effort to educate at a national level all aspects of railroad safety, to enforce applicable laws in support of National See Tracks? Think Train® Week;

THEREFORE, I, Mayor Nate Henry, do hereby attest my full support proclaiming September 21 to 27, 2026, National See Tracks? Think Train® Week and I encourage all citizens to recognize the importance of rail safety education.

Resolution No. 260824-8B **RESOLUTION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH LEGACY ASSESSING SERVICES, INC.**

Motion by Councilmember: _______________

I Move the City of Swartz Creek approve an agreement with Legacy Assessing Services, Inc., of Fenton, Michigan, agreement as follows:

AGREEMENT FOR
PROFESSIONAL ASSESSOR SERVICES

This Agreement ("Agreement"), made and entered into this ___ day of August, 2026 by and between the **City of Swartz Creek**, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek Michigan 48473 ("City") and, **Legacy Assessing Services, Inc.,** 110 Mill St, P.O. Box 489, Fenton Michigan 48430 ("Legacy").

WHEREAS, the City desires to retain Legacy Assessing Services, Inc., as an independent contractor, to perform the duties as its certified assessor; and

WHEREAS, Legacy Assessing Services, Inc. has qualified personnel with the proper State Assessing certification to act in that capacity for and on behalf of the City; and

WHEREAS, the parties wish, by this Agreement, to define their respective rights and responsibilities during the term of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto, acting by and through their duly authorized representatives, **HEREBY AGREE AS FOLLOWS:**

SECTION I: BASIC SERVICES OF LEGACY

Legacy Assessing Services, Inc. shall perform the following service for and on behalf of the City.

1.1 General Duties:

Legacy Assessing Services, Inc. shall be required to perform all duties of an assessor pursuant to City Charter, Michigan statutory and case law, Michigan State Tax Commission rules, regulations and policies, and all other rules and guidelines established for the proper performance of said position, as same may from time to time be amended, while this Agreement is in effect, and shall conduct and perform same in accordance with all applicable standards of professional conduct required of such Assessors. If material changes in the laws, statutes, rules, guidelines or City Charter during the term of this Agreement result in a substantial additional work burden on Legacy Assessing Services, Inc., Legacy Assessing Services, Inc. and the City agree to enter into good faith negotiations regarding possible amendments to this Agreement. For purposes of this paragraph, the term “substantial additional work burden” shall be determined to exist by mutual agreement of Legacy Assessing Services, Inc. and the City. If they cannot agree as to whether a substantial additional work burden has been imposed upon Legacy Assessing Services, Inc., Legacy Assessing Services, Inc. and the City shall select a mutually agreeable mediator/arbitrator who shall facilitate the negotiations to assist the parties in reaching such a determination, and if an impasse is reached in such negotiations, shall make said determination. The determination of the mediator/arbitrator shall be final, however, said mediator/arbitrator shall not have authority to establish the amount of additional compensation, if any.

1.2 Office Hours/Availability:

During the term hereof, Legacy Assessing Services, Inc. shall provide virtual and in-person services as follows:

A. Legacy Assessing Services, Inc. shall provide its own technology sufficient to provide virtual services by proxy, including the ability to access email, make/receive phone calls, and access the city’s server/work desktop programs/databases via city supplied remote access. Legacy Assessing Services, Inc., shall generally devote at least one workday each week to the provision of city services via remote access or in-office appointments/efforts. The parties shall specifically agree upon a regular schedule for the maintenance of such virtual and in-person office hours. In the event Legacy Assessing Services, Inc. is unable to fulfill virtual office hours on the appointed days/times, it shall notify the City of the fact as soon as is reasonably practicable and an alternative schedule shall be substituted.

B. Legacy Assessing Services, Inc. shall meet with the Board of Review prior to and after the March BOR meeting and attend the July and December BOR meetings.

1.3 Public Relations/Customer Service:

Legacy Assessing Services, Inc. shall work with and advise property owners in the ad valorem taxation system in an attempt to eliminate adversarial situations and establish positive public relations. The parties acknowledge that the provision of efficient virtual interactions and necessary in-person engagements for the public is valuable in the process of providing high quality customer service. The City wants to ensure that members of the public and City staff that need information from Legacy Assessing Services, Inc., or wish to speak to Legacy Assessing Services, Inc., are able to do so on a relatively convenient basis. In that regard, in addition to the hours specified in Paragraph 1.2, Legacy agrees to meet with or contact residents and City staff members during normal office hours as appropriate to address their tax assessment-related concerns. Phone calls and answers to emails and faxes will be responded to in a timely manner, with every effort made to respond to same within 24 hours of receipt by Legacy Assessing Services, Inc..

1.4 New Construction/Loss Adjustment:

During the term of this Agreement, Legacy Assessing Services, Inc. shall physically observe all new construction and real estate improvements through cooperation with the Zoning Administrator and will review all building permits. A copy of all building permits shall be provided for Legacy Assessing Services, Inc.’s use. All permits shall be provided with the correct permanent parcel identification number entered thereon. Likewise, Legacy Assessing Services, Inc. shall physically observe damaged or destroyed properties with respect to the making of any loss adjustments as shall be necessary in the performance of her duties, upon notification of the city.

1.5 Economic Condition Factors (ECF):

During the term hereof, Legacy Assessing Services, Inc. shall review and prepare new land values and economic condition factors (ECF) by areas and apply these factors to property records so that the current assessment is reflected as 50% of true cash value on the assessment record.

1.6 “Proposal A” Requirements:

The requirements of Michigan Public Act 415 of 1994 and all related property tax reform legislation amendments and updates shall be followed and monitored as required. This includes by example, but is not limited to, the filing of all associated reports and forms to fulfill the following requirements:

A. Approve or deny Principal Residence Exemptions and agricultural exemptions;

B. Track property transfer affidavits, matching them with deeds within 45 days of being filed;

C. Apportion the homestead portion of a combination-use building;

D. Determine the homestead status of parcels resulting when homestead parcels are split;

E. Calculate both assessed and tentative taxable values for all parcels, taking into consideration losses, new construction and replacement in any given year.

1.7 Assessment Roll Preparation and Records:

Legacy Assessing Services, Inc. shall enter the assessments onto the Ad Valorem and Special Acts assessment rolls and prepare the warrant authorizing the collection of taxes by the City Treasurer. Legacy Assessing Services, Inc., in cooperation with the City Treasurer, City Clerk shall also enter any delinquent City utility payments onto the appropriate rolls. Assessor shall prepare, obtain and maintain, as necessary or desirable, such property cards, photographs, measurements, sketches, records and documents to meet all requirements set by the City and/or the State of Michigan regarding such assessment rolls and shall organize same on a basis that will provide easy access and comprehension of the information contained in each respective file and regarding each respective roll. Such information shall be entered into the City's records system in a reasonable timely fashion.

1.8 Reports:

The City may require Legacy Assessing Services, Inc. to prepare periodic reports and/or address the City Council regarding the overall activities, progress, problems and corrective measures regarding the various aspects of the duties of Legacy Assessing Services, Inc., under this Agreement. The City shall have the right at any time to require Legacy Assessing Services, Inc. to make available to the City, within 48 hours of notice being provided, all records and documents developed and maintained by Legacy Assessing Services, Inc. under the terms of this Agreement for review and/or audit. All reasonable time spent in the preparation and presentation of such reports or in gathering and making information available to City by Legacy Assessing Services, Inc. shall be deemed a part of the services contracted under the terms and provisions of this Agreement.

1.9 Board of Review:

The City Clerk shall keep records regarding the March Board of Review session in accordance with City Charter, attached hereto as "Exhibit A".

Legacy Assessing Services, Inc. shall advise and provide adequate information to the Board of Review members as to how the assessments, capped and taxable values were determined to allow them to determine how best to decide a taxpayer's appeal; such information shall include the following:

A. Sales map indicating all neighborhood increases or decreases, if required by the State of Michigan
B. Sales "comparable" book to include the following:
   1. Current picture
   2. Sales price versus assessment at time of sale
   3. Building permits issued before or after the sale.

Legacy Assessing Services, Inc. shall also maintain records for the July and December Boards of Review and shall advise and provide adequate information to the Board of Review members as to how the assessments, capped and taxable values were determined

1.10 Sales and Appraisal Studies:

Legacy Assessing Services, Inc. shall prepare sales studies using available data, evaluate all equalization and/or appraisal studies, and respond as appropriate.

1.11 Forms:

Legacy Assessing Services, Inc. shall file all forms fully completed with the Genesee County Equalization Department, State Tax Commission and other agencies and entities, as required, in a timely manner.

1.12 Defense of Appeals:

This Section shall apply to real and personal, IFT and ad valorem property tax appeals.

The City shall retain ultimate control of all litigation and settlement negotiations. Legacy Assessing Services, Inc. shall operate under the direction of the City Manager in any litigation regarding a tax appeal, including appeals to the Small Claims Division.

Legacy Assessing Services, Inc. shall defend all appeals to the Small Claims Division of the Michigan Tax Tribunal. This shall include, but not be limited to, filing necessary petitions, preparing and submitting such material, statistics and other information as is necessary to properly defend any such appeal, and appearing at all hearings and meetings as are required for the purpose of defending said appeal. The City hereby authorizes Assessor to settle, where Legacy Assessing Services, Inc. deems it appropriate or advisable, any appeal where the difference in SEV is $150,000 or less. All the foregoing regarding appeals to the Small Claims Division is deemed to be included the services compensated pursuant to the terms and provisions of this Agreement. If, in the opinion of the City, additional outside consulting services are needed, the City shall be responsible for the cost of such services.

In all other potential appeals to the Michigan Tax Tribunal or State Tax Commission, Legacy Assessing Services, Inc. shall provide as part of the services included under the terms and provisions of this Agreement, such time and effort as is necessary to properly provide to the City information, documents, analysis and advice as may be required in the determination of Legacy Assessing Services, Inc. or the City to forestall the formal filing of an appeal or to settle a disputed case up to the date of the filing of a petition appealing a decision of the City or any of its agencies or boards to the Michigan Tax Tribunal or State Tax Commission. After the filing of said petition, Legacy Assessing Services, Inc. shall be available to the City for such further assistance as is required by the City in the defense of such appeal. Legacy Assessing Services, Inc. shall be available as an expert witness on behalf of the City in any proceedings. In the event of the termination of this Agreement and the necessity for the services of Legacy Assessing Services, Inc. for purposes of consulting, review of information, analysis or expert testimony after the date of termination, Legacy Assessing Services, Inc. shall be available, notwithstanding the termination of this Agreement, for assistance in the defense of such appeals, provided, same shall not apply to appeals filed in the Small Claims Division of the Michigan Tax Tribunal. Legacy Assessing Services, Inc. shall keep the City Manager informed of all appeals and provide the City Manager with recommendations, the manner in which the appeals are to be handled, proposed settlements and other similar advice.

The above provisions of this Paragraph 1.12 regarding appeals shall apply equally to any appeal of a personal property tax assessment.

1.13 Reappraisal Program:

Legacy Assessing Services, Inc. shall continue to reappraise parcels in the City each year, as time permits, to ensure proper assessments when parcels are “uncapped.” Maintenance renovations to structures are to be tracked so that said costs can be claimed as “new construction” when property is sold rather than treated as an increase in value that is subject to “uncapping” and results in the possibility of a Headlee rollback. The State Tax Commission recommends regular re-inspection of each property, preferably every five years. Legacy Assessing Services, Inc. shall work to meet guidelines and standards of the Tax Commission.

1.14 Personal Property Statements, Canvas and Audits:

Legacy Assessing Services, Inc. shall prepare and maintain the mailing list for personal property tax statements and maintain records for personal property including data entry and calculation of depreciated values and their extension within each statement. Legacy Assessing Services, Inc. shall conduct a personal property canvas to ensure equity among business owners within the City. Legacy Assessing Services, Inc. is required to perform random personal property audits when warranted by questionable data or lack of submitted data.

1.15 Equalization Increases:

Legacy Assessing Services, Inc. shall strive to eliminate across-the-board increases in property values by applying any increases received through the Genesee County Equalization Department to appropriate areas by using the economic condition factors hereinabove described, by adjustment of individual property assessments to 50% of true cash value, or as required by the State Tax Commission, in order to achieve maximum equity by class, and in accordance with the latest laws and regulations then in force.

1.16 Land Division Applications:

Legacy Assessing Services, Inc. shall work with and assist the City Zoning Administrator in reviewing property descriptions, land division and combination applications for compliancy with local ordinance and the Michigan Land Division Act. Such combinations and divisions shall be placed on the assessment rolls in a timely fashion.

1.17 Assessor Certification:

Legacy Assessing Services, Inc. shall be, and maintain a minimum certification as a Michigan Advanced Assessing Officer, or STC reclassified equivalent) in the State of Michigan.

1.18 Transportation and Equipment:

Legacy Assessing Services, Inc. shall provide all necessary transportation and field equipment to perform the services and meet the requirements of this Agreement.

1.19 Indemnification/Employment:

The parties hereto acknowledge that all personnel that may or might be utilized by Legacy Assessing Services, Inc. in the performance of his/her duties hereunder shall, for all purposes, be considered employees of Legacy Assessing Services, Inc. and not employees of the City. Legacy Assessing Services, Inc. shall be responsible for Worker's Compensation, Unemployment Compensation, state and federal withholding and payment of personnel. Legacy Assessing Services, Inc. shall indemnify the City and hold the City harmless from any claim, cause of action or other liability that may or might arise by virtue of any claim of any employee of Legacy Assessing Services, Inc. relating to his/her employment by, or as Legacy Assessing Services, Inc..

1.20 Preparation of DDA and Reporting:

Legacy Assessing Services, Inc. shall be responsible for the recording of any property value changes, new or loss, on the ad valorem and Special Acts rolls relating to the designation of properties within the Downtown Development Authority (DDA).

1.21 Assessor's Recommendations:

Legacy Assessing Services, Inc. shall prepare periodic recommendations and conclusions regarding the current state of the City's assessment rolls, by class, together with specific recommendations concerning actions that, in the opinion of Legacy Assessing Services, Inc., should be taken in order to achieve maximum equity in the assessment rolls and compliance with all State Tax Commission rules, regulations and guidelines.

1.22 Security of Information:

If any documents, data, drawings, specifications, photographs, property cards, summaries, accounts, reports, software applications or other products or materials are held in the possession of Legacy Assessing Services, Inc. outside of the City offices, then Assessor shall be under an affirmative duty to provide adequate security to safeguard said materials from fire, theft and other hazards of a like nature or type, while same are in possession of Legacy Assessing Services, Inc.. This may include, but not be limited to, providing for a fire proof safe or vault in which to store same, preparing and holding duplicates of same in the possession of Legacy Assessing Services, Inc., but separately or providing same to the City for possession.

1.23 Optional Services:

Legacy Assessing Services, Inc. is not responsible for determination and preparation of special assessment rolls for City projects such as sewer, street, drain, etc. The City may request Legacy Assessing Services, Inc. to perform such services at a rate of compensation agreed to by separate agreement. Legacy Assessing Services, Inc. shall, however, report outstanding special assessments, properly completed, on forms required by the State Tax Commission, and same shall be deemed part of the services required by this Agreement.

<u>SECTION II: TERM OF AGREEMENT</u>

2.1 Contract Period:
4Legacy Assessing Services, Inc. shall commence performance of the services herein required on October 1, 2026. Unless sooner terminated, this Agreement shall, by its terms, expire September 30, 2027.

2.2 Mutual Right of Termination:

Either party may terminate this Agreement upon ninety (90) days written notice to the other, United States Certified / Registered Mail, return receipt requested, at the addresses as indicated within. This right of termination is specifically exercisable at the sole discretion of either party, and requires no just cause nor other reason or justification for the exercise thereof. The effective date of such termination shall be ninety (90) days from the date of mailing of such notice.

2.3 Termination for Cause or Breach:

Notwithstanding anything to the contrary on this Agreement, either party may immediately terminate this Agreement in the event of material breach by the other. In such case, either party may seek such remedies as shall be available, at law or equity.

2.4 Notice of Termination:

Upon receipt of notice of termination or upon termination of this Agreement by expiration of its term, Legacy Assessing Services, Inc. shall immediately deliver to the City the originals and original copies of all data, paper and computer files, drawings, specifications, reports, value estimates, summaries and other information and materials as may have been accumulated by Legacy Assessing Services, Inc. in performing this Agreement, whether completed or in process and same shall be in unaltered form, readable by the City. In the event of the failure or refusal of Legacy Assessing Services, Inc. to forthwith deliver the above referenced materials, documents and files, City may seek a Circuit Court order compelling the production of same forthwith, and Legacy Assessing Services, Inc. herein expressly waives notice of hearing thereon agreeing that a mandatory injunction may immediately issue due to the fact that the failure to receive the stated materials, documents and files will result in irreparable harm to the City without leaving the City an adequate remedy at law, thereby entitling the City to an immediate judgment in its favor in this regard. The City shall be entitled to damages from Legacy Assessing Services, Inc. for any information, materials or documents that are turned over to the City in unusable or altered form.

2.5 Amendment/Renegotiation:

Nothing herein contained shall be construed to limit or abrogate the rights of the parties to modify or amend this Agreement at any time hereafter, provided however, that no such amendment or modification shall be effective unless in writing and duly executed by both parties hereto, through their authorized representatives.

If the Agreement is not reviewed or extended prior to its expiration date and the City desires to have Legacy Assessing Services, Inc. continue on a month-to-month basis, the fee will be that which existed for the final month of the original term, being September, 2027.

<u>SECTION III: PAYMENT</u>

3.1 Compensation for Basic Services:

During the term of this Agreement, the City agrees to pay to Legacy Assessing Services, Inc., for performance of the Basic Services set forth in Section I of this Agreement, an amount equal to $36,671.88 yearly (thirty-six thousand, six hundred seventy-one dollars, eighty-eight cents). Legacy Assessing Services, Inc. shall invoice the City an amount equal to $3,055.99 on a monthly basis, net due 20 days.

3.2 Pro-ration of Payments on 90-Day Termination:

In the event this Agreement is terminated pursuant to Paragraph 2.2, the City shall pay Legacy Assessing Services, Inc. to the date of termination on a prorated daily basis for any part of a month for which services have been rendered by Legacy Assessing Services, Inc. and for which no compensation has been received.

SECTION IV: CITY RESPONSIBILITIES

4.1 Basic Data:

The City shall provide access to Assessor to property description files as currently exist as of the date of execution of this Agreement, containing initial information such as property number, legal description, owner and address information, as well as all data that the City may possess concerning such properties (i.e. measurements, sketches, photographs, etc.)

4.2 Office Equipment:

The City shall provide Legacy Assessing Services, Inc. with appropriate tax parcel maps, office space and furniture, telephone, voice mail, personal computer, printers, copying machine, fax machine and office supplies (as defined in Paragraph 4.5) as reasonably needed during the duration of this Agreement. Assessor acknowledges that some of the equipment (i.e. fax, printers, copying machine) is shared among all administrative office personnel and Legacy Assessing Services, Inc. will not have exclusive use of such equipment.

Legacy Assessing Services, Inc. shall have access to the City's computer network for the use of the following software products: BS&A Equalizer Assessing & Tax Modules, MS Word, Excel Spreadsheets, Arcview, Pictometry or any other similar software that may assist in maintaining quality assessing records. Legacy Assessing Services, Inc. shall not use any other software within the City's network, download, or upload any software to the City's network, except with the City Manager's prior approval. Legacy Assessing Services, Inc. shall be liable for any adverse consequence upon the City's computer network or function caused by any software introduced in the network by Legacy Assessing Services, Inc. without prior consent of the City.

Legacy Assessing Services, Inc. agrees that City equipment shall be used only for the purposes of fulfilling Assessor's obligations under this Agreement and shall not be used for personal reasons or to conduct other business not authorized under this Agreement.

Legacy Assessing Services, Inc. agrees that it shall use its own equipment (telephone, personal computer, printers, copying machine, supplies, modem, fax machine, and office supplies, as noted above) in the execution of virtual and remote activities as outlined herein.

4.3 Computer:

The City shall supply computer hardware, software and peripherals to perform the property pricing and valuation. The City will maintain the hardware, software and peripheral equipment through a regular maintenance program. The City will back up the system on a daily basis with alternate tapes or disks. Any data loss not due to the negligence of Legacy Assessing Services, Inc. as a result of hardware or software malfunction will be replaced at the City's expense.

4.4 Map Maintenance/Tax Roll Printing:

The City shall assume the responsibility for printing, stuffing and mailing of the assessment change notices, assessment rolls, tax bills, maps, etc. during the term of this Agreement. Legacy Assessing Services, Inc. shall develop and maintain land value maps showing dates of property sales, sale amounts and ratio to the current estimated value of the property, as required by the State of Michigan.

4.5 Office Supplies:

The City shall provide Legacy Assessing Services, Inc. with office supplies, including computer paper, file folders, hanging folders, assessment notices and forms, postage and such other supplies as shall be necessary for the performance of Assessor's responsibilities hereunder.

4.6 Existing ECF Areas:

The City will provide Legacy Assessing Services, Inc. with all currently existing information as available in the City files concerning previously completed E.C.F. studies and subsequent conclusions reached by the former City Assessors.

4.7 Preparation of DDA and Reporting:

The Treasurer shall be responsible for the compilation and reporting of all necessary data, forms and documents relating to the operation, tax increment capture and financial condition of the D.D.A.

4.8 Legal Counsel:

The City shall supply legal counsel, at its expense, for Small Claims and full Tax Tribunal hearings, should the need arise.

SECTION V: RE-APPRAISAL, NON-BASIC SERVICES

5.1 Additional Services (Pricing/Reappraisal):

In the event that the City desires to implement some or all of the recommendations made by Legacy Assessing Services, Inc. as herein contemplated, the City may request and Legacy Assessing Services, Inc. shall provide such services as are desired by the City, provided however, an addendum to this Agreement, reduced to writing and executed by both parties, shall set forth the terms and provision under which the additional services shall be rendered. Such addendum shall specify the nature, extent and timetable for the performance of such additional services and establish the rate of compensation therefor.

5.2 Implementation/Responsibility:

The parties acknowledge that it shall be the sole responsibility of the City to determine the nature and extent of implementation of Legacy Assessing Services, Inc.'s recommendations under this Section or any other additional, non-basic services. To that end, the City assumes responsibility for defense of any claim, cause of action or other proceeding that may or might be instituted by the Michigan State Tax Commission, or other entity, arising from any failure, or alleged failure, to implement such recommendations.

SECTION VI: MISCELLANEOUS PROVISIONS

6.1 Relationship Between City and Assessor:

In the fulfillment of the services provided herein Legacy Assessing Services, Inc. and his/her employees, agents and officers shall be at all times be deemed in a relationship of independent contractor to the City.

6.2 Indemnification/Insurance:

Legacy Assessing Services, Inc. shall secure and maintain general liability and property damage, unemployment, errors and omissions, workers' disability compensation, automobile liability and any other insurance required by law for Legacy Assessing Services, Inc., or his/her employees, agents or officers as will protect him/her and the City from claims under the Worker's Compensation Acts and from claims for bodily injury, death or property damage that may arise from his/her negligence or that of his/her employees in the performance of services under this Agreement or failure to properly perform his/her duties as Assessor. Legacy Assessing Services, Inc. shall save the City harmless and indemnify the City from any claims for bodily injury, death or property damage that may arise due to his/her acts or negligence or that of his/her employees in the performance of services under this Agreement or that arise from error or omissions to properly perform duties as Legacy Assessing Services, Inc.. Legacy Assessing Services, Inc. shall, however, have no liability arising out of adjustments to assessments or other actions by Legacy Assessing Services, Inc., the City's Board of Review and/or the Michigan Tax Tribunal if such adjustments or actions result from honest differences of opinion regarding the value of the subject property and if Legacy Assessing Services, Inc. established the assessment pursuant to professional assessment standards. Said policies shall be in such minimum amounts as shall from time to time be acceptable to the City or as set by the City.

A Certificate of Insurance incorporating such requirements and naming the City and its officers and employees as an Additional Insured Party and Certificate Holder along with a certificate showing its premium has been paid and a copy of the policy shall be filed each year with the City Clerk. Any such insurance policy shall provide the City will be given at least thirty (30) days advance notice before cancellation of the policy. The coverage's provided by the General Liability and Automobile Liability policies of Legacy Assessing Services, Inc. shall be primary to any insurance maintained by the City.

6.3 Non-Assignability:

The parties to this Agreement acknowledge that, inasmuch as the Agreement is in the nature of a Personal Services Contract, and as the City's decision to contract with Legacy Assessing Services, Inc. is based in part on the perceived expertise and ability of Legacy Assessing Services, Inc., it is agreed that Legacy Assessing Services, Inc.'s duties and obligations hereunder may not be assigned, transferred nor conveyed without the advance written approval of the City. Nothing in this Agreement shall prevent Legacy Assessing Services, Inc. from employing such employees or agents, as Legacy Assessing Services, Inc. shall deem reasonably necessary to assist him/her in the performance of obligations under this Agreement. Also, in the event that vacation, illness, injury or incapacity in any form, whether elective or imposed, should cause Legacy Assessing Services, Inc. to be unable to personally fulfill the terms and obligations of this Agreement for a period exceeding three (3) calendar weeks (21 days), Legacy Assessing Services, Inc. shall provide the City, at Legacy Assessing Services, Inc.'s expense, a certified Level III Assessor to perform any and all such functions as required by this Agreement for the complete term of the absence or incapacity. The City reserves the right to approve or reject, without cause and at its sole discretion, any Assessor designee named to "“fill-in"” for Legacy Assessing Services, Inc. for a period exceeding two (2) calendar months (60 days), and to consider, as mutually agreed by the parties hereto, that a rejection of said Assessor designee shall constitute a material breach of the Agreement pursuant to the “material breach” provision of Section 2.3 herein.

6.4 Professional Standards:

Legacy Assessing Services, Inc. shall be responsible, to the highest levels of competency presently maintained by other practicing professional assessors and appraisers, for the professional and technical soundness, accuracy and adequacy of property valuations, drawings, property inspection data and all other work and materials furnished under this Agreement. At the time of commencement of performance, Legacy Assessing Services, Inc. shall be properly certified, equipped, organized and financed to perform the services required by this Agreement. Subject to compliance with the requirements of this Agreement, Legacy Assessing Services, Inc. shall work independently.

6.5 Ownership of Documents:

All documents, data, drawings, specifications, photographs, property cards, summaries, accounts, reports, software applications and other information, products or materials produced or held by Legacy Assessing Services, Inc., of whatsoever nature or type, in connection with this Agreement shall be the sole property of the City with the City having sole and exclusive right, title and interest in any and all records, compilation, documents, papers, maps or manuscripts pertaining to or prepared pursuant to this Agreement. All of the foregoing shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if any of the foregoing, prepared by Legacy Assessing Services, Inc., are used for purposes other than those intended by this Agreement, the City does so at its sole risk and agrees to hold Assessor harmless for such use. All services performed under this Agreement shall be conducted solely for the benefit of the City and will not be used for any other purpose by Legacy Assessing Services, Inc. without written consent of the City. Any information relating to the services shall not be released without the written permission of the City. Legacy shall act and preserve the confidentiality of all City documents and data accessed for use in Legacy Assessing Services, Inc. work products to the extent allowed or required by law. Any requests for information under the Freedom of Information Act shall be immediately forwarded to the City Manager for a proper determination of the response to be provided.

6.6 Validity:

If any paragraph or provision of this Agreement shall be determined to be unenforceable or invalid by any court of competent jurisdiction, such provision shall be severed and the remainder of this contract shall remain in force.

6.7 Survival:

All express representations, indemnifications or limitations of liability made in or given in this Agreement shall survive the completion of all services of Assessor under this Agreement or the termination of the Agreement for any reason.

6.8 Controlling Law/Venue:

This Agreement is to be governed by the laws of the State of Michigan. It is mutually agreed that, in the event of any proceeding, at law or at equity, arising under this Agreement or breach thereof, that the venue of any such action shall be in the County of Genesee and the State of Michigan.

6.9 Authorization:

The respective signatories hereto expressly acknowledge that this Agreement is made and entered into with full authority of the City of Swartz Creek Council and Legacy Assessing Services, Inc. and that the persons executing this Agreement on behalf of the respective parties have been duly authorized and empowered to make and enter into this Agreement by said Council and said Assessor.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF SWARTZ CREEK, MICHIGAN:

By: ______________________________
Nate Henry, Mayor

By: ______________________________
Jacquie Forrest, City Clerk

LEGACY ASSESSING SERVICES, INC.

By: ________________________
Heather MacDermaid, Partner

EXHIBIT "A"
City of Swartz Creek, Charter Provisions, Taxation

CHAPTER 9. TAXATION*

____
***State law references:** General property tax act, MCL 211.1 et seq., MSA 7.1 et seq.
____

Section 9.1. Power to tax--Tax limit.

The city shall have the power to assess taxes and to lay and collect rents, tolls, and excises. During the first five years of the existence of the city, the annual general ad valorem tax levy for municipal purposes shall not exceed one-half of one per cent (5 mills) of the assessed value of all real and personal property in the city as determined by the City's Assessor and Board of Review, or one-quarter of one per cent (2 1/2 mills) of such assessed value, as equalized by the State of Michigan, as required by law, whichever basis of limitation will result in the lesser taxation upon the taxable property in the city. Thereafter, the levy shall not exceed one per cent of the said assessed value as determined by the City's Assessor and Board of Review, or one-half of one percent (5 mills) of such value as equalized by the State of Michigan, as required by law, whichever basis of limitation will result in the lesser taxation upon the taxable property in the city, unless the proposition to approve an increase above the tax rate so limited is first approved by the electors of the city. No such increase shall cause the total tax rate to exceed two per cent of the assessed value of all real and personal property in the city.

State law references: Mandatory that Charter provide for annually levying and collecting taxes, MCL 117.3(g), MSA 5.2073(g).

Section 9.2. Subjects of taxation--Tax procedure.
(a) The subjects of ad valorem taxation for municipal purposes shall be the same as for state, county, and school purposes under the general law.
(b) Except as otherwise provided by this chapter, city taxes shall be assessed, levied, and collected in the manner provided by law.

State law references: Mandatory that Charter provide that subject of taxation for municipal purposes shall be the same as for state, county and school purposes under general law, MCL 117.3(f), MSA 5.2073(f); property subject to taxation, MCL 211.1 et seq., MSA 7.1 et seq.

Section 9.3. Exemptions.
The power of taxation shall never be surrendered or suspended by any grant or contract to which the city shall be a party. No exemptions from taxation shall be allowed, except such as are expressly required or permitted by law.

State law references: Property exempt from taxation, MCL 211.7 et seq., MSA 7.7 et seq.

Section 9.4. Tax day.
Subject to the exceptions provided or permitted by law, the taxable status of persons and property shall be determined as of the thirty-first day of December, or such other date as may subsequently be required by law, which shall be deemed the tax day. Values on the assessment roll shall be determined according to the facts existing on the tax day for the year for which such roll is made, and no change in the status or location of any such property after that day shall be considered by the Assessor or the Board of Review.

State law references: Designation of tax day, MCL 211.2, MSA 7.2; time, place and method of assessment, MCL 211.10 et seq., MSA 7.10 et seq.

Section 9.5. Personal property--Jeopardy assessment.

If the Treasurer finds or reasonably believes that any person who is, or may be, liable for taxes upon personal property, the taxable situs of which was in the city on tax day, intends to depart or has departed from the city; or to remove or has removed therefrom personal property which is, or may be, liable for taxation; or to conceal or conceals himself or his property; or does any other act tending to prejudice, or to render wholly or partly ineffectual the proceedings to collect such tax, he shall proceed to collect the same as a jeopardy assessment in the manner provided by law.

State law references: Jeopardy assessment of personal property taxes, MCL 211.691 et seq., MSA 7.51(1) et seq.

Section 9.6. Preparation of the assessment roll.
Prior to the date of the meeting of the Board of Review in each year, the Assessor shall prepare and certify an assessment roll of all property in the city. Such roll shall be prepared in accordance with the requirements of law, and may be divided into volumes, which the Assessor shall identify the number for purposes of convenience in handling the assessment roll and for locating properties assessed therein. The attachment of any certificate or warrant required by this chapter to any volume of the roll, either as an assessment roll or as a tax roll, shall constitute the attachment thereof to the entire roll, provided the several volumes are identified in such certificate or warrant. Values of property set forth on the assessment roll shall be determined according to recognized methods of systematic assessment.

State law references: Mandatory that Charter provide for preparation of assessment roll, MCL 117.3(i), MSA 5.2073(i); assessment roll, MCL 211.24 et seq., MSA 7.24 et seq.

Section 9.7. Board of Review.

(a) A Board of Review is hereby created, composed of three members who have the qualifications of holding elective city office as set forth in Section 4.4 of this charter.
(b) The members of the Board of Review shall be appointed by the Council, and may be removed for reasons of nonfeasance or misfeasance by the vote of five members of the Council. The first members shall be appointed during the month of January, 1960, for terms expiring on July 1, 1961, 1962, and 1963. Thereafter one member shall be appointed in the month of May of each year, for a term of three years, commencing on the following July first.
(c) The Board shall, annually, on the first day of its meeting, select one of its members chairman for the ensuing year. The Assessor shall be Clerk of the Board, and shall be entitled to be heard at its sessions, but shall have no vote on any proposition or question.

State law references: Mandatory that Charter provide for a board of review, MCL 117.3(a), MSA 5.2073(a).

Section 9.8. Duties and functions of Board of Review.
For the purpose of revising and correcting assessments, the Board of Review shall have the same powers and perform like duties, in all respects, as are, by law, conferred upon and required of boards of review in townships, except as otherwise provided in this charter. At the time, and in the manner provided in the following section, it shall hear the complaints of all persons considering themselves aggrieved by assessments. If it shall appear that any person or property has been wrongfully assessed or omitted from the roll, the Board shall correct the roll in such manner as it deems just. Except as otherwise provided by law, no person other than the Board of Review shall make any change upon, or addition or correction to, the assessment roll. The Board shall make no such changes, additions, or corrections after it has certified the roll as provided and required by Section 9.11 of this chapter. The Assessor shall make a permanent record of all proceedings of the Board and enter therein all resolutions and decisions of the Board. Such record shall be filed with the Clerk on or before the first day of September following the meeting of the Board of Review.

Section 9.9. Meetings of Board of Review.
(a) The Board of Review shall convene at 9:00 o'clock a.m. on the third Monday in March in each year at a place designated by the Council, or on such other date as may subsequently be required by law for the meeting of boards of review in cities, and shall meet at the same time and continue in session from day to day for not less than three days for the purpose of considering the assessment roll of the city.
(b) The Board of Review may examine on oath any person appearing before it respecting the assessment of property on the assessment roll. Any member of the Board may administer the oath.

State law references: Mandatory that Charter provide for meeting of board of review, MCL 117.3(i), MSA 5.2073(i).

Section 9.10. Notice of meetings.
Notice of the time and place of the annual meeting of the Board of Review shall be published by the Assessor not less than one week nor more than three weeks prior thereto.

Section 9.11. Certification of roll.
After the Board of Review has completed its review of the assessment roll, and not later than the Tuesday following the fourth Monday in March, or such other date as may subsequently be required by law, the majority of its members shall sign a certificate to the effect that the same is the assessment roll of the city for the year in which it has been prepared, as approved by the Board of Review, which certificate, when attached to any volume of the roll shall constitute a conclusive presumption of the validity of the entire roll, as provided in Section 9.6 of this chapter. In the event that the Board of Review shall fail or refuse to so review the assessment roll of the city, such roll, as prepared and presented to the Board of Review by the Assessor shall be the assessment roll for the year for which it was prepared and shall stand as though it had been certified by the Board of Review.

State law references: Completion of review of assessments prior to first Monday in April required, MCL 211.30a, MSA 7.30(1).

Section 9.12. Validity of assessment roll.
Upon the completion of the assessment roll, and from and after midnight ending the last day of the meeting of the Board of Review, or the first Monday in April, whichever date first occurs, it shall be the assessment roll of the city for county, school and city taxes, and for other taxes on real and personal property that may be authorized by law. It shall be presumed by all courts and tribunals to be valid, and shall not be set aside, except for cause set forth by law.

State law references: Mandatory that Charter provide for levy, collection and return of state, county and school taxes, MCL 117.3(i), MSA 5.2073(i).

Section 9.13. Clerk to certify levy.
Within three days after the Council has made the appropriations for the ensuing year, the Clerk shall certify to the Assessor the total amount which the Council determines shall be raised by general ad valorem taxation, together with such other assessments and lawful charges and amounts which the Council requires to be assessed, reassessed, or charged upon the city tax roll against property or persons.

Section 9.14. City tax roll.
After the Board of Review has completed its review of the assessment roll, the Assessor shall prepare a tax roll, or a combined assessment and tax roll, to be known as the "City Tax Roll." Upon receiving the certification of the several amounts to be raised, assessed, and charged for city taxes, as provided in the preceding section, the Assessor shall proceed forthwith, (1) to spread the amounts of the general ad valorem tax according to and in proportion to the several valuations set forth in said assessment roll, and (2) to place such other assessments and charges upon the roll as are required and authorized by the Council. For convenience, the city tax roll may be divided into two or more volumes.

Section 9.15. Taxes a debt and lien.
The taxes on real and personal property shall become a debt to the city from the owner or person otherwise to be assessed, on the tax day provided by law. The amounts assessed on any interest in real property shall become a lien upon such real property on the first day of July next subsequent to the tax day, and shall so remain, until paid. Said tax liens shall take precedence over all other claims, encumbrances, and liens upon said personal property whatsoever, whether created by chattel mortgage, title retaining contract, execution, or upon any other final process of a court, attachment, replevin, judgment, or otherwise, and no transfer of personal property assessed for taxes shall operate to divest or destroy such lien, except where such property is actually sold in the regular course of retail trade.

Section 9.16. Tax roll certified for collection.
After spreading the taxes and placing other assessments and charges upon the roll, the Assessor shall certify the tax roll, and attach his warrant thereto directing and requiring the Treasurer to collect, prior to March first of the following year, from the several persons named in the roll the several sums mentioned therein opposite their respective names as a tax, charge, or assessment. Said warrant shall grant to and vest in the Treasurer, all the statutory powers and immunities possessed by township treasurers for the collection of taxes. The tax roll shall be delivered to the Treasurer on or before the thirtieth day of June.

State law references: Collection of taxes, MCL 211.44 et seq., MSA 7.87 et seq.

Section 9.17. Tax payment date.
City Taxes shall be due and payable on July first of each year.
(Amended by electors 4-3-67)

Section 9.18. Taxes due--Notification thereof.
The Treasurer shall not be required to make personal demand for the payment of taxes but, upon receipt of the city tax roll, he shall forthwith mail a tax statement to each person named in the tax roll, which mailed statement shall be a sufficient demand for the payment of all taxes assessed. Neither the failure on the part of the Treasurer to mail such statement, nor the failure of any person to receive the same, shall invalidate the taxes on the tax roll or release any person or property assessed from the liabilities in this chapter in case of nonpayment.

Section 9.19. Tax payment schedule.
The Council shall provide, by ordinance, the tax payment schedule for city taxes, the times when the same may be paid without the addition of collection fees or interest, and the amount of collection fees and interest to be added thereafter. All amounts collected as collection fees and interest shall be paid into the city's treasury for the use and benefit of the city.

Section 9.20. Failure or refusal to pay personal property tax.
If any person shall neglect or refuse to pay any tax on personal property assessed to him, the Treasurer shall collect the same by seizing any personal property of such person, to an amount sufficient to pay such tax, together with any charges and interest added thereto, wherever the same may be found in the State. No property shall be exempt from such seizure. He may sell the property seized, to an amount sufficient to pay the taxes and all charges, fees, penalties, and interest, in accordance with statutory provisions. The Treasurer may also sue the person to whom a personal property tax is assessed, in accordance with the powers granted to him by law.

State law references: Failure or refusal to pay tax, MCL 211.47, MSA 7.91.

Section 9.21. State, county and school taxes.
For the purposes of assessing and collecting taxes for state, county, and school purposes, the city shall be considered the same as a township and all provisions of law relative to the collection of, and accounting for, such taxes and the penalties and interest thereon shall apply. For the purpose of collection of state, county, and school taxes, the Treasurer shall perform the same duties and have the same powers as township treasurers under state law.

State law references: Mandatory that Charter provide for levy, collection and return of state, county and school taxes, MCL 117.3(i), MSA 5.2073(i); state law relative to the assessment, levy and collection of taxes, MCL 211.1 et seq., MSA 7.1 et seq.

Section 9.22. Protection of city lien.
The city shall have power, insofar as the exercise thereof shall not conflict with or contravene the provisions of law, to acquire such an interest in any premises within the city, by purchase at any tax or other public sale, or by direct purchase from or negotiation with the State of Michigan or the owner, as may be necessary to assure to the city the collection of its taxes, special assessments, charges, and any interest thereon which are levied against any lot or parcel of real property or to protect the lien of the city therefor, and may hold, lease, or sell the same. Any such procedure exercised by the city to assure the collection of its taxes or the protection of its tax or other liens shall be deemed to be for a public purpose. The Council may adopt any ordinance which may be necessary to make this section effective.

Section 9.23. Collection of delinquent taxes.
All taxes and charges, together with fees, penalties, and interest upon real property on the tax roll, remaining uncollected by the Treasurer on the first day of March following the date when the roll was received by him shall be subject to one of the following procedures:
(1) The real property against which such taxes and charges are assessed shall be subject to disposition, sale, and redemption for the enforcement and collection of the tax lien against the same in the method and manner which may be provided by ordinance. The Council may provide by ordinance the procedure for the sale and redemption of real property for such unpaid taxes and charges, together with fees, penalties, and interest, by judicial sale on petition filed in behalf of the city. Such procedure shall correspond substantially to the procedure provided by law for the sale by the State of tax delinquent real property and redemption therefrom, except that the acts performed by state and county officers shall be performed by appropriate city officers and that city tax sales shall be held not less than thirty nor more than ninety days prior to the date of corresponding tax sales under the general law.

(2) If no ordinance is in effect pursuant to subsection (1) of this section, such taxes shall be returned to the County Treasurer, to the extent and in the same manner and with like effect as provided by law for returns by township treasurers of township, school and county taxes. Such returns shall include all the additional assessments, charges, fees, penalties, and interest hereinbefore provided, which shall be added to the amount assessed in said tax roll against such property or person. The taxes thus returned shall be collected in the same manner as other taxes returned to the County Treasurer are collected, in accordance with law, and shall be and remain a lien upon the property against which they are assessed until paid.

Section 9.24. Disposition of real property held by city.
When the city has acquired any interest in property to protect the city's tax lien thereon, the owner of any interest therein by fee title, as mortgagee, or as vendor or vendee under a land contract, shall have the right to purchase the city's interest therein, upon payment to the city of the amount of money which the city has invested therein in the form of taxes, special assessments, charges, fees, penalties, interest, and costs, paid by the city to protect its title in such property. After the lapse of ninety days after the date that the city acquires title to any such property, the Council may remove the same from the market by determining that such property is needed for and should be devoted to public purposes, naming such purposes, or may sell the same at a price which shall be not less than the market value, as determined.

And further, direct the Mayor and City Clerk to endorse and execute this agreement on behalf of the City.

Second by Councilmember: _______________

Voting For: ____

Voting Against: ____

Motion No. 260824-11A **ADJOURN**

Motion by Councilmember: ______________

I Move the Swartz Creek City Council adjourn the regular council meeting of August 24, 2026.

Second by Councilmember: ______________

Voting For: ____
Voting Against: ____

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE REGULAR COUNCIL MEETING
DATE August 10, 2026

The meeting was called to order at 7:04 p.m. by Mayor Henry in the Swartz Creek City Council Chambers, 8083 Civic Drive.

Invocation and Pledge of Allegiance.

Councilmembers Present:	Spillane, Gilbert, Hicks, Krueger, Knickerbocker, Henry.
Councilmembers Absent:	Melen. Excused
Staff Present:	City Manager Adam Zettel, Clerk Jacquie Forrest.
Others Present:	Mark Blakenship, Cheryl Lopez
Others Virtually Attended:	Jeffrey Kelly, Michael Miller

EXCUSAL OF COUNCIL MEMBER

Motion by Councilmember Krueger
Second by Councilmember Knickerbocker

I **Move** the Swartz Creek City Council excuse the absence of Councilmember Melen

Unanimous Voice Vote. **(Carried)**

APPROVAL OF MINUTES

Resolution No. 260810-01 **(Carried)**

Motion by Councilmember Spillane
Second by Councilmember Gilbert

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday July 27, 2026 to be circulated and placed on file.

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

APPROVAL OF AGENDA

Resolution No. 260810-02 **(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 August 10, 2026, to be circulated and placed on file.

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

CITY MANAGER'S REPORT

Resolution No. 260810-03 (Carried)

Motion by Councilmember Mayor Pro Tem Hicks
Second by Councilmember Gilbert

I Move the Swartz Creek City Council accept the City Manager's Report of August 10, 2026, including reports and communications to be circulated and placed on file.

Discussion Ensued.

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

MEETING OPENED TO THE PUBLIC:

Cheryl Lopez - Candidate for the 67th district court judge for the General Election on November 3, 2026

COUNCIL BUSINESS:

RESOLUTION TO APPROVE THE PROCUREMENT OF BS&A SOFTWARE AS A SERVICE (SaaS) AND RELATED IMPLEMENTATION SERVICES

Resolution No. 260810-04 (Carried)

Motion by Councilmember Gilbert
Second by Councilmember Krueger

WHEREAS, the City currently utilizes BS&A Software for its financial management, payroll, assessing, tax, utility billing, building, and related municipal operations; and
WHEREAS, BS&A Software has proposed migrating the City's existing software platform to its cloud-based Software as a Service (SaaS) environment, including implementation, data conversion, training, and ongoing software subscriptions, pursuant to Proposal No.

Q-04313 dated July 16, 2026, with a total proposed cost of $103,460, subject to the payment schedule contained therein; and

WHEREAS, the City Council finds that migration to the BS&A Cloud platform will improve system security, reliability, vendor support, disaster recovery capabilities, and long-term operational efficiency; and

WHEREAS, City staff recommend proceeding with the procurement and implementation of the BS&A Cloud platform, with project onboarding and implementation activities commencing on or about April 1, 2027, subject to final scheduling with BS&A Software.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Swartz Creek, Genesee County, Michigan, as follows:

1. The City Council hereby authorizes the procurement of the BS&A Software Cloud Upgrade, including Software as a Service (SaaS) subscriptions, implementation services, training, and related components, substantially in accordance with Proposal No. Q-04313 dated July 16, 2026 and included in the August 10, 2026 city council packet.
2. The City Manager is authorized to execute all agreements and related documents necessary to effectuate the procurement and implementation of the BS&A Cloud platform, subject to review and approval as to form by the City Attorney.
3. The City Manager is further authorized to coordinate with BS&A Software to initiate project onboarding and implementation activities commencing on or about April 1, 2027, and to execute such administrative actions as are necessary to complete the migration in accordance with the approved project schedule.

Expenditures associated with this procurement shall be made from funds appropriated by the City Council for this purpose

Discussion Ensued.

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

RESOLUTION TO APPROVE RESOLUTION AUTHORIZING A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) BUDGET AMENDMENT, REQUESTING AN EXTENSION OF THE EXPENDITURE DEADLINE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE RELATED DOCUMENTS

Resolution No. 260810-05 **(Carried)**

Motion by Councilmember Knickerbocker
Second by Councilmember Krueger

WHEREAS, the City of Swartz Creek participates in the Community Development Block Grant (CDBG) Program administered by the Genesee County Metropolitan Planning

Commission (GCMPC) on behalf of Genesee County and the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the City Council has previously approved participation in the current three-year CDBG allocation cycle through various resolutions authorizing the submission of pre-applications, full applications, grant agreements, and related program documents for eligible activities, including Public Facility Improvements and Senior Center Operations; and

WHEREAS, the City has determined that it is in the best interest of the CDBG Program and the residents served by the Swartz Creek Senior Center to amend the current project budget by transferring Six Hundred Twenty-One Dollars ($621.00) from the Public Facility Improvements Program to the Senior Center Operations Program, in accordance with the applicable CDBG Subrecipient Agreement and program requirements administered by the Genesee County Metropolitan Planning Commission; and

WHEREAS, the proposed budget amendment will not increase the City's total CDBG allocation but will reallocate existing grant funds to better accomplish eligible program activities; and

WHEREAS, additional time is necessary to complete eligible activities and fully expend the remaining grant funds, and the City therefore desires to request an extension of the expenditure deadline through November 30, 2026, subject to approval by the Genesee County Metropolitan Planning Commission and any other required funding agencies.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Swartz Creek, Genesee County, Michigan, as follows:

1. The City Council hereby approves the transfer of $621.00 in Community Development Block Grant funds from the Public Facility Improvements Program to the Senior Center Operations Program, in accordance with the applicable CDBG Agreement and all federal, county, and program requirements.
2. The City Council hereby requests that the Genesee County Metropolitan Planning Commission approve an extension of the City's expenditure deadline for the affected CDBG activities through November 30, 2026, or such later date as may be approved by the administering agencies.
3. The City Manager is authorized and directed to execute all grant amendments, certifications, extension requests, budget revisions, and other documents necessary to implement this Resolution and to carry out the intent of the Community Development Block Grant Program.
4. The City Manager and staff are further authorized to take any administrative actions necessary to complete the approved activities in compliance with all applicable federal, state, county, and program requirements.

Discussion Ensued.

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

RESOLUTION TO APPROVE UNIT PRICING FOR PAVEMENT MARKING SERVICES

Resolution No. 260810-06 **(Carried)**

Motion by Councilmember Spillane
Second by Councilmember Knickerbocker

WHEREAS, the City of Dexter recently solicited competitive bids for pavement marking services, resulting in the attached bid tab identifying M&M Pavement Marking as the lowest responsive and responsible bidder; and

WHEREAS, M&M Pavement Marking has offered to perform pavement marking services for the City of Swartz Creek utilizing the City of Dexter's competitively bid unit prices, adjusted by a negotiated five percent (5%) premium to reflect increases in material, fuel, labor, mobilization, and other operating costs; and

WHEREAS, the City Council finds the proposed unit pricing to be fair, reasonable, and in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby approves the schedule of unit prices submitted by M&M Pavement Marking, based upon the City of Dexter's competitively bid 2026 unit prices, as adjusted by a negotiated five percent (5%) premium, substantially as presented.

BE IT FURTHER RESOLVED, that the approved unit prices shall apply only to pavement marking services actually authorized by the City and performed for the City of Swartz Creek. Approval of the unit prices does not constitute approval of any estimated quantities or authorize a fixed contract amount.

BE IT FURTHER RESOLVED, that pavement marking services may be authorized by the City Manager on an as-needed basis, subject to available appropriations and the City's Purchasing Ordinance, with expenditures allocated to the appropriate Local Street Fund, Major Street Fund, General Fund, or other applicable City fund

Discussion Ensued.

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

RESOLUTION TO APPROVE A PARADE PERMIT FOR THE SWARTZ CREEK COMMUNITY SCHOOLS HOMECOMING PARADE ON SEPTEMBER 18, 2026

Resolution No.260810-07 **(Carried)**

Motion by Councilmember Krueger
Second by Councilmember Gilbert

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

WHEREAS, the City Council may authorize the temporary closure of public streets upon determining that such closure serves a public purpose and does not impose an unreasonable hardship upon the community; and

WHEREAS, the Swartz Creek Community Schools has applied for a parade permit requiring the temporary closure of public streets for its annual High School Homecoming Parade on Friday, September 18, 2026; and

WHEREAS, the proposed parade route and operating plan have been reviewed by the Police Department and the Department of Public Works, both of which recommend approval; and

WHEREAS, the City Council finds that the proposed event provides a public benefit without imposing an unreasonable hardship, provided that the applicant furnishes adequate police or comparable public safety resources for traffic control, crowd management, and related public safety functions, and provides the required insurance; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Swartz Creek hereby approves the application submitted by Swartz Creek Community Schools to conduct its annual High School Homecoming Parade on Friday, September 18, 2026, with temporary street closures between the hours of 4:30 p.m. and 6:30 p.m., under the direction and control of the Chief of Police, or designee, and in accordance with the conditions contained in the approved permit and application.

BE IT FURTHER RESOLVED that the approved parade route shall be substantially as follows:

1. Crapo Street at Maple Road**,** eastbound to Morrish Road;
2. Morrish Road, northbound to Miller Road;
3. Miller Road, westbound to Fairchild Street;
4. Fairchild Street, southbound to Swartz Creek Middle School, with the Homecoming Court diverted to the gymnasium parking lot via Ingalls Street, as approved by the Chief of Police or designee.

BE IT FURTHER RESOLVED that issuance of the permit is expressly conditioned upon the applicant providing adequate police or comparable public safety personnel necessary to safely conduct the event, including traffic control and crowd management, at no expense to the City of Swartz Creek.

BE IT FURTHER RESOLVED that the applicant shall maintain all insurance required by the City and shall comply with all conditions of the approved permit and the lawful direction of the Chief of Police or designee.

Discussion Ensued.

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

MEETING OPENED TO THE PUBLIC:

Mark Blankenship – Asking about the farmland surrounding Heritage Village.

REMARKS BY COUNCILMEMBERS:

Councilmember Spillane: Last summer concert

Councilmember Gilbert: none

Councilmember Knickerbocker: none

Mayor Pro Tem Hicks: Inquiring about the liquor license for Admiral gas station.

Councilmember Krueger:

Mayor Henry: Makers Market

ADJOURNMENT

Resolution No. 260810-08 **(Carried)**

Motion by Councilmember Gilbert
Second by Councilmember Krueger

I Move the Swartz Creek City Council adjourn the regular meeting at 8:13 p.m.

Unanimous Voice Vote.

____
Nate Henry, Mayor

____
Jacquie Forrest, City Clerk

08/10/2026 CHECK REGISTER FOR CITY OF SWARTZ CREEK
CHECK DATE FROM 07/01/2026 - 07/31/2026

Check Date	Check	Vendor Name	Description	Amount	
Bank DORT DORT FINANCIAL CREDIT UNION					
07/06/2026	11459	FIDELITY SECURITY LIFE INSUR/EYEMED	RETIREE VISION JULY 2026	30.76	
07/06/2026	11460	POSTMASTER	POSTAGE FOR SUMMER NEWS LETTER	966.05	
07/09/2026	33(E)	VISUAL EDGE IT	CONTRACT DATES - 6/22/26 - 6/30/26	47.12	
			CONTRACT DATES - 7/1/26- 7/22/26	207.02	
				254.14	
07/09/2026	11461	AGROSCAPING INC.	BLACK DIAMOND EDGING ABRAMS PARK SIGN	395.00	
07/09/2026	11462	ASSELIN MCLANE ARCHITECTURAL GROUP	STRUCTRUAL ENEGINEERING & DETAIL FOUNDAI	850.00	
07/09/2026	11463	JASON BOYD	BOYDS LAWN & LANDSCAPING 7/8/26	1,330.00	
			BOYDS LAWN & LANDSCAPING 6/30/26	890.00	
				2,220.00	
07/09/2026	11464	BP SURFACE SOLUTIONS LLC	SIDEWALK INFRONT OF CITY HALL	1,500.00	
			PAJTAS AMPITHEATER (CBGD)	24,012.00	
				25,512.00	
07/09/2026	11465	CHASE CARD SERVICES	MONTHLY STATEMENT JUNE 2026	3,670.18	
07/09/2026	11466	CITY OF SWARTZ CREEK	UB 8083 CIVIC DR	458.83	V
			UB 8095 CIVIC DR	256.96	V
			UB 8100 CIVIC DR	547.19	V
			UB 4125 ELMS RD	421.74	V
			UB 8059 FORTINO	144.97	V
			4484 MORRISH RD	391.29	V
			UB 5121 MORRISH	201.04	V
			UB 5363 WINSHALL	319.08	V
			SUMMER 2026 TAXES 58-31-300-003 4355 ELM	365.92	V
				3,107.02	
07/09/2026	11467	CITY OF SWARTZ CREEK	PETTY CASH - 3/10/26 - 6/30/26	137.25	V
			CITY DONAITON FOR HOLLAND SQUARE PERGUL	10,000.00	V
				10,137.25	
07/09/2026	11468	COFFIELD OIL COMPANY INC	REC- GAS	111.00	
07/09/2026	11469	CONSUMERS ENERGY	5441 WHITNEY CT PAVILLION	29.50	
07/09/2026	11470	CONSUMERS ENERGY	5015 HOLLAND DR LOT LIGHTS	39.29	
07/09/2026	11471	CONSUMERS ENERGY	4510 MORRISH RD	40.75	
07/09/2026	11472	CONSUMERS ENERGY	8059 FORTINO DR	66.22	
07/09/2026	11473	CONSUMERS ENERGY	8499 MILLER RD	32.70	
07/09/2026	11474	CONSUMERS ENERGY	8083 CIVIC DR	698.02	
07/09/2026	11475	CONSUMERS ENERGY	5257 WINSHALL DR	29.50	
07/09/2026	11476	CONSUMERS ENERGY	5361 WINSHALL DR 8369	33.92	
07/09/2026	11477	CONSUMERS ENERGY	9099 MILLER RD	35.73	
07/09/2026	11478	CONSUMERS ENERGY	5361 WINSHALL DR #2 RESTRMS 9987	38.14	
07/09/2026	11479	CONSUMERS ENERGY	8095 CIVIC DR	843.15	
07/09/2026	11480	CONSUMERS ENERGY	5121 MORRISH RD	311.97	
07/09/2026	11481	CONSUMERS ENERGY	8011 MILLER RD	29.50	
07/09/2026	11482	CONSUMERS ENERGY	8100 CIVIC DR	1,202.06	
07/09/2026	11483	CONSUMERS ENERGY	SIRENS TRAFFIC LIGHTS 1997	36.20	
07/09/2026	11484	CONSUMERS ENERGY	TRAFFIC LIGHTS 1781	556.73	
07/09/2026	11485	CONSUMERS ENERGY	8301 CAPPY LN	359.37	
07/09/2026	11486	CONSUMERS ENERGY	5361 WINSHALL DR NP	33.53	
07/09/2026	11487	CONSUMERS ENERGY	5033 HOLLAND DR	134.06	
07/09/2026	11488	CONSUMERS ENERGY	ELMS PARKING LOT AREA LIGHTS 2300	50.88	
07/09/2026	11489	CONSUMERS ENERGY	STREET LIGHTS 1294	2,912.24	

07/09/2026	11490	CONSUMERS ENERGY	4524 MORRISH RD	81.38
07/09/2026	11491	CONSUMERS ENERGY	48473 LED LIGHT RD WORCHESTER/CHESTERFIE	7,832.65
07/09/2026	11492	CONSUMERS ENERGY	4125 ELMS RD 4353	58.41
07/09/2026	11493	CONSUMERS ENERGY	4125 ELMS RD PAVILION 4437	33.50
07/09/2026	11494	CONSUMERS ENERGY	6425 MILLER PARK & RIDE	70.06
07/09/2026	11495	DLZ MICHIGAN INC	2025 -2026 MS4 SERVICES	1,200.00
			FOG PROGRAM ADMIN/ MISC CONSULTING SERVI	550.00
			1000 GIS UPGRADES THRU 5/8/2026	1,572.50
				3,322.50
07/09/2026	11496	FAMILY FARM AND HOME INC	MONTHLY INVOICES JUNE 2026	887.88
07/09/2026	11497	FLEX ADMINISTRATORS	MONTHLY FSA ADMIN FEE THRU 06/1/26 - 6/3	40.00
07/09/2026	11498	FLINT NEW HOLLAND	REPLACE BROKEN WINDSHIELD IN NEW KABOTA	1,082.28
07/09/2026	11499	FLINT TOWNSHIP	SEWER MAINT CHARGES THRU JUNE 2026	342.72
07/09/2026	11500	FLINT WELDING SUPPLY	CYLINDER COMPRESSED OXYGEN (3) @ 6.50 JU	20.25
07/09/2026	11501	GENESEE COUNTY CLERK	BALLOT PROGRAMMING AUG 2026 ELECTION	300.00
07/09/2026	11502	GILL ROYS HARDWARE	JUNE 2026 INVOICES LESS DISCOUNT	313.65
07/09/2026	11503	NATHAN HENRY	MILEAGE, MEALS N. HENRY 2/10/26 - 6/26/2	275.58
07/09/2026	11504	HYDRO DESIGNS INC	CROSS CONNECTION PROGRAM FY2026 JULY-JAN	371.28
			CROSS CONNECTION PROGRAM FY2026 JULY-JAN	1,379.85
				1,751.13
07/09/2026	11505	ITU ABSORBTECH INC	REPLENISH FIRST AID KIT DPW	143.70
			REPLENISH FIRST AID KIT CITY HALL	69.20
				212.90
07/09/2026	11506	JAY'S SEPTIC TANK SERVICE	PORT-A-JON RENTAL ABRAMS PARK 7/1/26 -	260.00
			PORT-A-JON RENTAL ELMS RD PARK 6/26/26	96.45
			PORT-A-JON RENTAL ELMS RD PARK 7/1/26	443.55
				800.00
07/09/2026	11507	JCL DOOR'S & WINDOWS LLC	REPAIRS TO GARAGE DOOR	195.00
07/09/2026	11508	KCI	2026 SUMMER TAX BILLS PRINT AND PROCESS	630.01
			UB BILLS/POSTAGE FOR JULY 2026 BILLS	442.36
				1,072.37
07/09/2026	11509	LEGACY ASSESSING SERVICES INC	ASSESSING SERVICES FROM 9/1/25 - 8/31/26	2,975.64
07/09/2026	11510	LIBERTY TITLE AGENCY	UB refund for account: 0006721800	189.33
07/09/2026	11511	LIFETIME URGENT CARE	DRUG SCREEN & PHYSICAL FOR BOSAS AND BEL	170.00
07/09/2026	11512	LUCKY DUCTS HEATING AND COOLING LLC	REPLACED AC CAPACITOR WITH NEW AMRAD TUR	325.00
07/09/2026	11513	METRO POLICE AUTH OF GENESEE COUNTY	OPEB REIMB APRIL, MAY & JUNE 2026 SZM	2,636.23
07/09/2026	11514	MICHIGAN MUNICIPAL LEAGUE	POOL PREMIUM RENEWAL 7/1/26 THRU 7/1/25	54,952.00
07/09/2026	11515	MR TWIST	BALLOON TWIST MOVIE NIGHT 6/26/26	240.00
07/09/2026	11516	PRIORITY WASTE LLC	PRIORITY WASTE JULY 1 2025 - JUNE 30 20	26,970.84
07/09/2026	11517	PROTEC	APPLICATION FEE FOR ANNUAL PROTEC MEMBER	958.00
07/09/2026	11518	SHARRI NEWMAN	ELMS RD PAVILION #4 - 7/4/26	200.00
07/09/2026	11519	TODD DUTCHER	ELMS RD PAVILION #1 - 6/28/26	200.00
07/09/2026	11520	EILEEN LAWSON	ELMS RD PAVILION #3 - 6/28/26	200.00
07/09/2026	11521	KHARA KINSEY	ELMS RD PAVILION #2 - 6/28/26	200.00
07/09/2026	11522	CHERIE THRUBER	ABRAMS PAVILION #3 - 6/28/26	200.00
07/09/2026	11523	SANDRA DIVELY	ABRAMS PAVILION #2 - 6/27/26	200.00
07/09/2026	11524	ELLEN CRAIN	ABRAMS PAVILION #1 - 6/27/26	200.00
07/09/2026	11525	LESLIE KEY	ELMS RD PAVILION #2 - 7/4/26	200.00
07/09/2026	11526	ERIC LAWRENCE	ELMS RD PAVILION #2- 6.27.26	200.00
07/09/2026	11527	TIFFANY BROWN	ELMS RD PAVILION #1 - 6.27.26	200.00
07/09/2026	11528	BIO-SERV CORPORATION	PEST CONTROL - CITY HALL/LIBRARY-SR CTR	160.00
07/09/2026	11529	SOUTHEAST ABATEMENT LLC	ABESTOS ABATEMENT & GENERAL CLEANING F	6,025.00
			ABESTOS ABATEMENT & GENERAL CLEANING F	36,993.00

				43,018.00
07/09/2026	11530	STATE OF MICHIGAN-DEQ WTR	DRINKING WATER LAB TESTING 8083 CIVIC ,5	144.00
07/09/2026	11531	SUMMIT FIRE PROTECTION	FIRE EXT. MAINTENANCE FOR PUBLIC SAFETY	1,121.25
07/09/2026	11532	SUPER FLITE OIL CO INC	FUEL - DPW JUNE 2026	2,477.39
07/09/2026	11533	SWANK MOTION PICTURE INC.	MOVIE 7/10/26 - HOPPERS	655.00
07/09/2026	11534	SWARTZ CREEK AREA FIRE DEPT.	MONTHLY RUNS FIRE & EMS JUNE 2026	4,166.50
07/09/2026	11535	SWARTZ CREEK COMMUNITY CHURCH	AUGUST 4, 2026 PRIMARY ELECTION RENTAL	1,225.00
07/09/2026	11536	TAYLOR & MORGAN CPA	FINANICAL SERVIICES PROVIDED BY SHERI SP	7,279.00
07/09/2026	11537	THE DUNK TANK	DUNK TANK SERVICES ON JUNE 23 2026 FOR	405.00
07/09/2026	11538	VEHICLE ACCESSORIES	OUTFITTING (2) 2024 GMC SIERRA'S REG CAB	9,145.03
07/10/2026	11539	CITY OF SWARTZ CREEK	UB 8083 CIVIC DR	458.83
			UB 8095 CIVIC DR	256.96
			UB 8100 CIVIC DR	547.19
			UB 4125 ELMS RD	421.74
			UB 8059 FORTINO	144.97
			4484 MORRISH RD	391.29
			UB 5121 MORRISH	201.04
			UB 5363 WINSHALL	319.08
				2,741.10
07/10/2026	11540	CITY OF SWARTZ CREEK	SUMMER 2026 TAXES 58-31-300-003 4355 ELM	365.92
07/10/2026	11541	CITY OF SWARTZ CREEK	PETTY CASH - 3/10/26 - 6/30/26	137.25
07/10/2026	11542	CITY OF SWARTZ CREEK	CITY DONAITON FOR HOLLAND SQUARE PERGUL	10,000.00
07/23/2026	34(E)	ERC-LED, LLC	EXCESS BENEFIT BUYOUT COST 7/1/26	65,766.56
07/23/2026	11543	ADS PLUS PRINTING LLC	2026 SUMMER NEWS LETTERS PRINTING	1,564.55
07/23/2026	11544	AMAZING MIKE MAGIC SHOWS	MAGIC SHOW FOR MOVIE NIGHT 7.1.26	250.00
07/23/2026	11545	AMERICAN SEWER CLEANERS	5177 OAKVIEW 7/10/26	310.00
			8129 CRAPO 7/9/26	65.00
			8129 CRAPO 7/9/26	310.00
				685.00
07/23/2026	11546	ALMA TIRE SERVICE	NEW TIRES AND BALANCE ON THE 10-18 FORD	865.36
07/23/2026	11547	BARCO PRODUCTS	20 PICNIC TABLES (5) DOUBLE ADA WOOD PIC	12,747.33
07/23/2026	11548	JASON BOYD	BOYDS LAWN & LANDSCAPING 7/22/26	1,375.00
07/23/2026	11549	BS & A SOFTWARE	ASSESSING SYSTEM & BUILDING SYSTEM 8/1	1,949.00
07/23/2026	11550	CONSUMERS ENERGY	4484 MORRISH RD	57.74
07/23/2026	11551	DELTA DENTAL PLAN	RETIREE BENIFIT AUGUST 2026	357.38
07/23/2026	11552	FIRST ADVANTAGE OCCUP HEALTH SER CO	DRUG TEST ROBERT LLOYD	282.44
07/23/2026	11553	FLINT NEW HOLLAND	KUBOTA SERVICE AND OIL CHANGE	69.14
07/23/2026	11554	GEN CTY ROAD COMMISSION	SIGNAL MTCE & OPERATIONS @ MILLER & MORR	500.77
07/23/2026	11555	GENESEE CTY DRAIN COMMISSIONER	SEWER USAGE 4/1/26 -6/30/26	181,186.00
07/23/2026	11556	GENESEE CTY DRAIN COMMISSIONER	5/27/26 - 6/24/26 MAY 2026 BULK WATER-	122,414.63
07/23/2026	11557	HART INTERCIVIC INC	TERM COVERAGE FROM 10/1/26 - 9/30/27	2,500.00
07/23/2026	11558	KENNEDY INDUSTRIES INC	CAPPY LIFT STATION FIELD SERVICE 7/13/2	2,200.00
07/23/2026	11559	KINCAID CONSTRUCTION	PORTA JOHN FOR PAJTAS THEATER 7/14/26 -	175.00
07/23/2026	11560	LUCKY DUCTS HEATING AND COOLING LLC	COIL CLEANING, R22 REFIRGERANT, DIAGNOST	354.00
07/23/2026	11561	METRO POLICE AUTH OF GENESEE COUNTY	POLICE SERVICES 7/1/26 - 9/30/26	277,322.77
07/23/2026	11562	MICHIGAN PIPE AND VALVE	(2) PK 1000 RISER RINGS & (4) BLUE MARKI	356.00
07/23/2026	11563	MOLLY MAID OF METAMORA LLC	CLEANING CITY HALL 7/17/26 @191	191.00
07/23/2026	11564	MR TWIST	BALLOON TWIST MOVIE NIGHT 7/10/26	240.00
07/23/2026	11565	OHM ADVISORS	CAGE FIELDHOUSE CONSTRUCTION OVERSIGHT S	1,943.50
			DON SHENK RD CAPPY LANE CE SERVICES THRU	6,927.25
			ELMS ROAD REHAB PE SERVICES RENDERED THR	9,525.73
			PROFESSIONAL SERVICES RENDERED THROUGH 6	374.50
			WATER SYSTEM GENERAL PLAN SERVICES RENDE	10,119.00
			ONGOING PLANNING AND ECONOMIC DEVELOPMEN	2,012.50
				30,902.48
07/23/2026	11566	PEOPLE OF CHRIST MINISTRIES	ELMS RD PAVILION #1 7/19/26	200.00
07/23/2026	11567	GARY EDGAR JR	ELMS RD PARK PAVILION #4 ON 7/11/26	200.00
07/23/2026	11568	MONICA SIMPSON	ELMS RD PAVILION # 4 ON 7/18/26	200.00
07/23/2026	11569	AMY HARRINGTON	ELMS RD PAVILION #1 ON 7/11/26	200.00
07/23/2026	11570	DEBORAH HARRIS	ELMS RD PAVILION #2 ON 7/19/26	200.00

07/23/2026	11571	ANGIE MCNEAL	ELMS RD PARK PAVILION RENTALS #1 & #2	400.00
07/23/2026	11572	SHONDRECA MOORE	ELMS RD PAVILION #3 ON 7/11/26	200.00
07/23/2026	11573	BIO-SERV CORPORATION	PEST CONTROL - PUBLIC SAFETY BLDG 7/7/26	75.00
07/23/2026	11574	RUSSELL, JUDY	UB refund for account: 0000210100	361.67
07/23/2026	11575	BETTY SHANNON	CONTRACT REIMB RETIREE MEDICAL JANUARY 2	1,887.18
07/23/2026	11576	SIMEN FIGURA & PARKER PLC	MONTHLY INVOICE JUNE 2026	1,994.29
07/23/2026	11577	STANDARD INSURANCE COMPANY	RETIREE LIFE INSURANCE AUGUST 2026	102.81
07/23/2026	11578	THE DUNK TANK	DUNK TANK SERVICES ON JU37 10 2026 FOR	480.00
07/23/2026	11579	TRITERRA LLC	4484 MORRISH RD CHURCH ABATEMENT MONTITO	21,717.50
07/23/2026	11580	VC3 INC	SERVICE CONTRACT BUNDLE JULY 2026 -JUNE	11,182.84
			MICROSOFT BUSNS STANDARD/EXCHANGE ONLINE	324.31
			DUO 2FA (MFA) USERS THROUGH JUNE 2026	432.00
				11,939.15
07/23/2026	11581	VERMEER OF MICHIGAN	WOODCHIPPER MAINTENANCE	686.07
07/23/2026	11582	WEB MATTERS	WEBSITE HOSTING FROM JUNE 2026 TO JUNE 2	83.15

DORT TOTALS:	
Total of 126 Checks:	993,155.57
Less 2 Void Checks:	13,244.27
Total of 124 Disbursements:	979,911.30

www.chase.com/cardhelp

1-800-945-2028

Chase Mobile® app today

August 2026						
S	M	T	W	T	F	S
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	1	2	3	4	5

New Balance
$7,148.93
Minimum Payment Due
$1,429.00
Payment Due Date
08/15/26

Late Payment Warning: If we do not receive your minimum payment by the due date, you may have to pay a late fee, and existing and new balances may become subject to the Default APR.

Minimum Payment Warning: Enroll in Auto-Pay and avoid missing a payment. To enroll, go to www.chase.com

ACCOUNT SUMMARY

Account Number: XXXX XXXX XXXX 8982

Previous Balance	$3,670.18
Payment, Credits	-$3,829.18
Purchases	+$7,307.93
Cash Advances	$0.00
Balance Transfers	$0.00
Fees Charged	$0.00
Interest Charged	$0.00
New Balance	**$7,148.93**
Opening/Closing Date	06/22/26 - 07/21/26
Credit Limit	$20,000
Available Credit	$12,851
Cash Access Line	$1,000
Available for Cash	$1,000
Past Due Amount	**$0.00**
Balance over the Credit Limit	**$0.00**

424631547756898200142900007148930000000001

P.O. BOX 15123
WILMINGTON, DE 19850-5123
For Undeliverable Mail Only

Make your payment at chase.com/paycard

Payment Due Date:	**08/15/26**
New Balance:	**$7,148.93**
Minimum Payment Due:	**$1,429.00**

Account number: XXXX XXXX XXXX 8982

$__________.______ Amount Enclosed

Make/Mail to Chase Card Services at the address below:

00421077X Z20226 C T531376 P7744

AMY L NICHOLS
CITY OF SWARTZ CREEK
8083 CIVIC DR
SWARTZ CREEK MI 48473-1377

00421077 1 AV 00.621

CARDMEMBER SERVICE
PO BOX 4099
CAROL STREAM IL 60197-4099

⑆500016028⑆ 1595477568982 2⑈

ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	$ Amount
07/08	AMAZON MKTPL*VK2TI1AW3 Amzn.com/bill WA	33.90
07/08	AMAZON MKTPL*BJ7KO7UE3 Amzn.com/bill WA	16.94
07/09	COMCAST / XFINITY 800-266-2278 MI	270.80
07/11	TMOBILE*AUTO PAY 800-937-8997 WA	365.15
07/11	AMAZON MKTPL*Q50F49253 Amzn.com/bill WA	58.50
07/14	AMAZON MKTPL*TG3VU0NS3 Amzn.com/bill WA	266.31
07/17	COMCAST / XFINITY 800-266-2278 MI	367.45
07/20	VZWRLSS*APOCC VISB 800-922-0204 FL	257.89
	ADAM H ZETTEL	
	TRANSACTIONS THIS CYCLE (CARD 1194) $1636.94	
06/26	SP THE FOUNTAIN DIRECT THEFOUNTAINDI WY	4,867.99
	ROBERT BINCSIK	
	TRANSACTIONS THIS CYCLE (CARD 1284) $4867.99	
07/01	APT US&C 989-8205205 MI	-159.00
07/13	Payment ThankYou - Image Check	-3,670.18
07/01	APT US&C 989-8205205 MI	558.00
07/14	CALLMULTIPLIER.COM 877-225-5025 OK	245.00
	AMY L NICHOLS	
	TRANSACTIONS THIS CYCLE (CARD 8982) $3026.18- INCLUDING PAYMENTS RECEIVED	

2026 Totals Year-to-Date	
Total fees charged in 2026	$39.00
Total interest charged in 2026	$0.00

Year-to-date totals do not reflect any fee or interest refunds you may have received.

INTEREST CHARGES

Your **Annual Percentage Rate (APR)** is the annual interest rate on your account.

Balance Type	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charges
PURCHASES			
Purchases	16.74%(v)(d)	- 0 -	- 0 -
CASH ADVANCES			
Cash Advances	28.49%(v)(d)	- 0 -	- 0 -
BALANCE TRANSFERS			
Balance Transfers	16.74%(v)(d)	- 0 -	- 0 -

30 Days in Billing Period

(v) = Variable Rate
(d) = Daily Balance Method (including new transactions)
(a) = Average Daily Balance Method (including new transactions)
Please see Information About Your Account section for the Calculation of Balance Subject to Interest Rate, Annual Renewal Notice, How to Avoid Interest on Purchases, and other important information, as applicable.

FUEL REPORT JULY 2026	Beginning Mileage	Ending Mileage	Miles Driven	Gallons Gas Purchased	Gallons Diesel Purchased
#7-15 4WD P/U gas	65223				
#2-08 4WD P/U gas	79380				
#7-22 4 WD P/U gas	26320	27477	1157	74.5	
#12-02 DUMP diesel	35469				
#21 WOOD CHIPPER diesel	2709	2729	20		29
#9-07 STREET SWEEPER diesel	21580				
# 5-26 STREET SWEEPER diesel	29224.8	29352.4	127.6		95.5
#5-18 KUBOTA (hours)	1602				
#1-20 4WD P/U diesel	10177	10524	347		39.3
#12-25 KUBOTA (hours)	71.8				
#10-18 4WD P/U diesel	50349	50901	552		47.8
#8-22 CASE BACKHOE	555	574.3	19		29
#6-16 2WD P/U gas	95775				
#6-00 BACKHOE JCB	2198				
#1-22 DUMP	10351				
#12-04 DUMP diesel	41889				
#12-99 GENERATOR gas			0		
#17 CASE BACKHOE diesel			0		
#19 JD TRACTOR diesel			0		
#9-22 PATCHER			0		
#37 TRAIL ARROW			0		
#10-15 GEN gas	80122				
#11-23 Big Plow Truck	4098				
gas can					
8-24 Truck	8886	9253	367	48.8	
3-26 Truck	268	797	529	60.8	
4-26 Truck	827	1214	387	56.3	
9-24 Truck	9692	10075	383	41	
5-25 Tractor	11.73				
TOTAL			**3888**	**281.4**	**240.6**


GRADING, UTILITY & DRAINAGE PLAN
1"=20'-0
EXISTING CONTOURS
PROPOSED CONTOURS
EXTERIOR WALL LIGHT DETAIL
N 0d 0" 582.59'
PROPERTY LINE
REAR BUILDING SETBACK
EXISTING BUILDING
EXISTING DETENTION POND MARIE-DAN DEVELOPMENT
EXISTING DUMPSTER
EXISTING GARAGE
EXISTING FUNERAL HOME PARKING LOT
EXISTING RESIDENCES
PROPOSED COLD STORAGE BLDG. ANNEX BUILDING FLOOR EL 801.5 48'x26'
PROPOSED PAVILION 24'x26'
NEW 6" SDR-26 PVC SAN
LIBRARY
AMPHITHEATER
EXISTING SIDEWALK
EXISTING PARKING LOT
EXIST VAN ACCESSIBLE
EXISTING CATCH BASIN
EXISTING 6" BUILDING DRAIN
EXIST 1" WATER SERVICE
EXIST 6" SAN
EXISTING ELEC. & GAS SERVICE
EXIST 8" STORM DRAIN
EXIST BARRIER FREE
EXIST CITY HALL FLOOR EL 805.0
CIVIC DRIVE
EXIST FIRE HALL
FORTINO DRIVE
REC. N 89 17'E. 200.0'
MEAS. N. 89 18'09" E. 200.00'
REC. N. 89 05'E. 299.0'
MEAS. N. 89 08'20" E. 299.31'
REC. N. 00 06' E. 279.31'
MEAS. N. 00 07'37" E 279.27'
REC. N. 67 39' W. 291.7'
MEAS. N. 67 39'00" W 291.83'
REC. N. 22 21' E. 167.37'
MEAS. N. 22 21'00" E 167.37'
HULL - STEPHENS AND ASSOCIATES ARCHITECTS
5023 HOLLAND DRIVE
SWARTZ CREEK, MI 48473
810 / 635 - 4090
ADDITIONS TO:
SWARTZ CREEK SENIOR CENTER
8095 CIVIC DRIVE
SWARTZ CREEK, MI 48473
JOB NO 2008.11
GRADING, UTILITY & DRAINAGE PLAN
DRN: DS
CHKD: DS
DATE
ISSUED FOR
03 05 09 SITE PLAN REVIEW
04 15 09 REVISIONS
05 04 09 REVISIONS
06 03 09 BIDS
06 24 09 CONTRACT
07 30 09 SANITARY INVERT ELEVATIONS
02 JULY 2026 BUILDING PERMIT
SHEET C2 OF 3

Approved plans required on site for all inspections

CURRENT CONSTRUCTION CODES:

2021 Michigan Building Code
2021 Michigan Mechanical Code
2021 Michigan Plumbing Code
2023 National Electrical Code w/ Part 8 Rules

ICC/ANSI 2003 Barrier Free Code

USE GROUP : S-1 (COLD STORAGE)
B (PAVILION)

2021 MBC Section 508.4 Separated Occupancies:
Per Table 508.4 - NO SEPARATION REQUIRED

CONSTRUCTION TYPE: 5B
NO FIRE ALARM
NO FIRE SUPPRESSION

FLOOR AREA ANALYSIS

CONSTRUCTION TYPE CLASSIFICATION: 5B

1 STORY
TABULAR FLOOR AREA ALLOWED (TABLE 503): 9,000 sq. ft.
AREA MODIFICATIONS
TABULATED AREA + AREA MODIFICATION + SPRINKLER MODIFICATION
9,000 sq. ft. + (9,000 sq. ft.x.75) 6,750 + 0 sq. ft. = 15,750 sq. ft
ALLOWABLE FLOOR AREA = 15,750 sq. ft.
PROPOSED BUILDING USE: COLD STORAGE = 1,748 sq. ft.

TOTAL = 1,748 sq. ft.

OCCUPANT LOAD

COLD STORAGE: 1,248 Sq. Ft. / 300 = 5 person
PICNIC TABLE SEATING (PAVILION):
600 Sq. Ft. / 15 = 40 person

Total Occupant = 45 Occupants

SEISMIC DESIGN CRITERIA
SEISMIC IMPORTANCE FACTOR = 1.25
SEISMIC USE GROUP = I
Ss = 10
S1 = 4
SITE CLASS = D
Sds = .107
Sd1 = .064
SEISMIC DESIGN CATEGORY = A
BASIC SEISMIC FORCE RESISTING SYSTEM = I
DESIGN BASE SHEAR = 26,964
SEISMIC RESPONSE COEF (Cs) = .036
RESPONSE MODIFICATION FACTOR = 7
ANALYSIS PROCEDURE USED = SIMPLIFIED

DESIGN LOADS

GROUND SNOW LOAD 30 PSF
ROOF DESIGN LOAD 30 PSF + DRIFT WHERE APPLICABLE
DEAD LOAD 17 PSF
47

FLAT ROOF SNOW LOAD = 25
SNOW EXPOSURE FACTOR = 1.0
SNOW LOAD IMPORTANCE FACTOR = 1.1
THERMAL FACTOR = 1.1

MAX DEFLECTION L/360

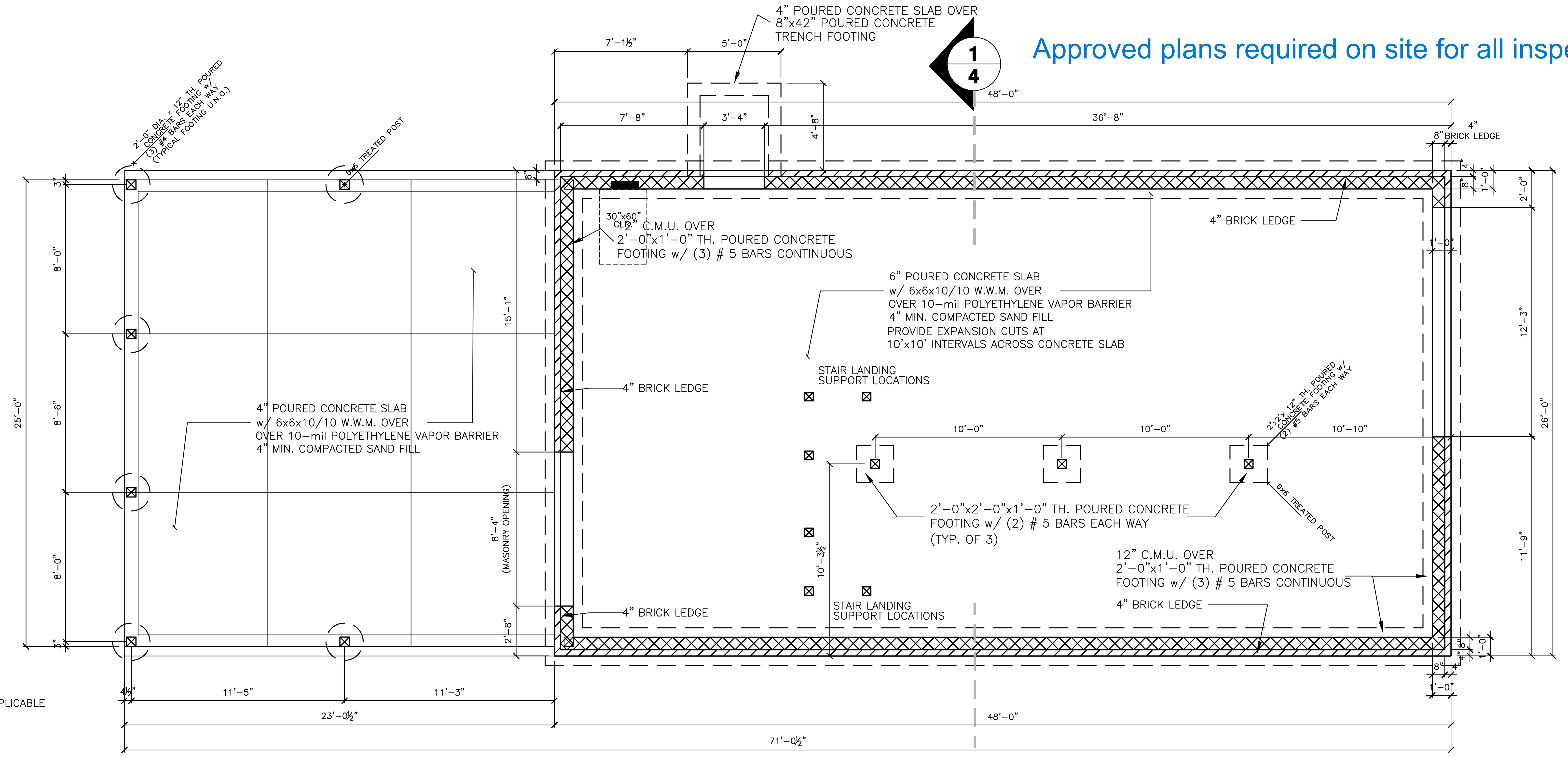
FLOOR LOAD (SLAB ON GRADE) 50 PSF

WIND LOAD (SPEED 115 MPH) 30 PSF
BUILDING CATEGORY = III
WIND IMPORTANCE FACTOR = 1.15
WIND EXPOSURE CATEGORY = B
INTERNAL EXPOSURE COEF = 1.0
COMPONENTS AND CLADDING PRESSURE = −20.7

PLUMBING FIXTURE REQUIREMENTS	A-3 (EXISTING BUILDING) 200 occupants	S-1 COLD STORAGE 5 Occupants	B PAVILION 40 Occupants	TOTAL 245 occupants
MALE WC & URINALS REQ'D.	1/125	1/100	1/25 1/50	3
MALE WC & URINALS PROVIDED	3	3	3	3
FEMALE WATERCLOSETS REQ'D.	1/65 = (2)	1/100 = (2)	1/25 1/50 = (3)	3
FEMALE WATERCLOSETS PROVIDED	3	3	3	3
MALE LAVATORIES REQ'D.	1/200 = (1)	1/100 = (2)	1/40 1/80 = (2)	3
MALE LAVATORIES PROVIDED	3	3	3	3
FEMALE LAVATORIES REQ'D.	1/125	1/100	1/40 1/80 = (2)	3
FEMALE LAVATORIES PROVIDED	3	3	3	3
DRINKING FOUNTAINS REQ'D.	1	1	2	2
DRINKING FOUNTAINS PROVIDED	3	3	3	3
SERVICE SINKS REQ'D.	1	1	1	1
SERVICE SINKS PROVIDED	1	1	1	1

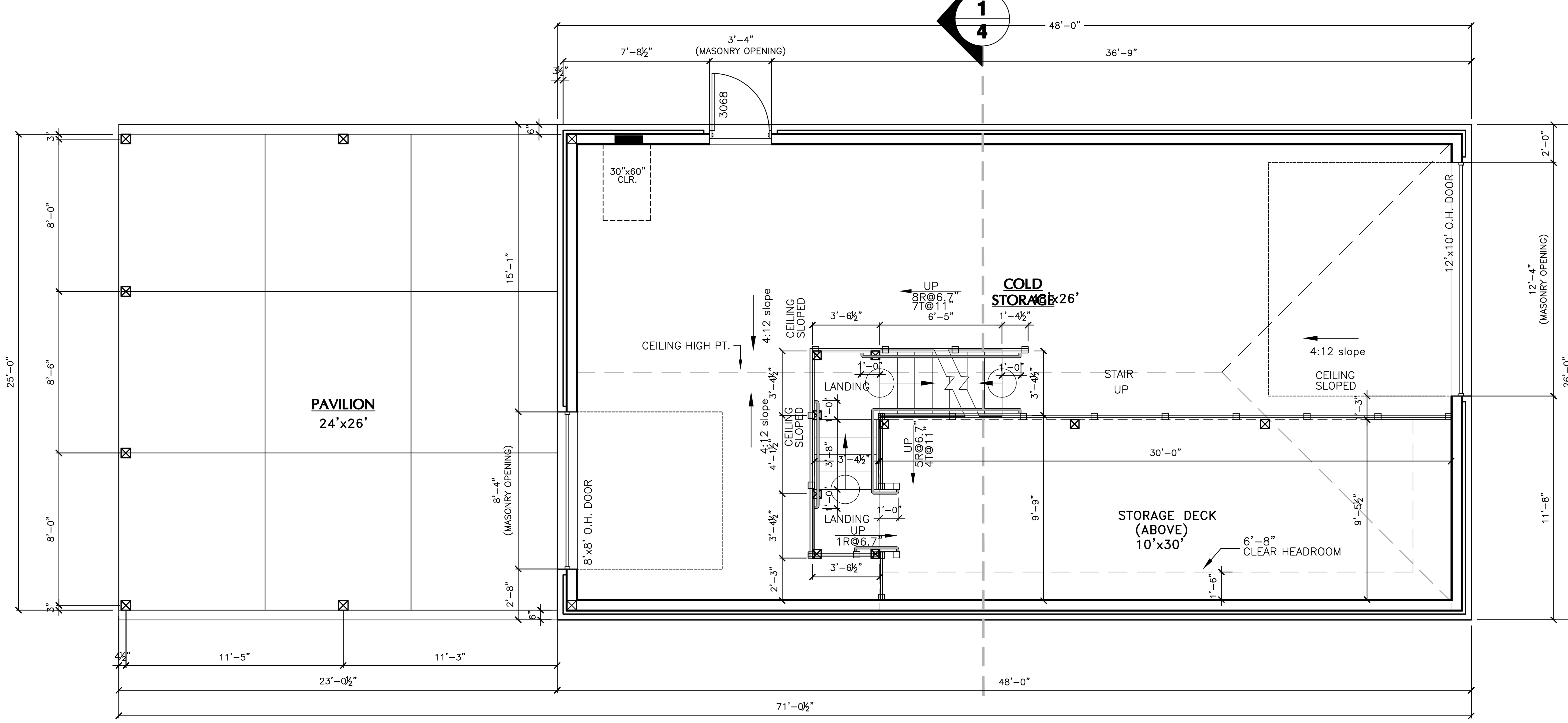
GENERAL FOUNDATION NOTES:

1. All footings shall be formed to meet sizes indicated on drawings, details, and/or schedules. All footings shall bear on firm undisturbed soil regardless of depth shown on drawings. All footings are designed with the assumed soil bearing pressure of 3,000 PSF. If soil of this capacity is not found at elevation indicated, lower or enlarge footing at the direction of the architect and at owner's expense. All exterior footings shall extend a minimum of 3'–6" below finish grade.
2. SANDFILL – CONCRETE SLABS shall be poured on compacted sand or 4" creek run #6 gravel to 6" layers.
3. Concrete for slabs, walks, and footings shall develop 3,500 PSI in 28 days.
4. SLAB SURFACES shall be smooth and level, or shall have smooth even 1" slope to floor drains.
5. CONCRETE FINISH shall be TROWEL for interior floor slabs, BROOM for exterior walks and stairs.



FOUNDATION PLAN
1/4" = 1'-0"

Plan approval
7-21-26 Rick Oberlin



1st LEVEL FLOOR PLAN
1/4" = 1'-0"

1st Floor = 1,248 sq. ft.
Storage Loft = 300 sq. ft.
TOTAL = 1,748 sq. ft.

Pavilion = 600 sq. ft.

Overall Total = 2,448 sq. ft.

S&B ARCHITECTS
Stephens & Baldridge

PO BOX 97
DAVISON, MI 48423
810 / 635 - 4090

NEW CONSTRUCTION FOR:

SWARTZ CREEK SENIOR CENTER

8095 CIVIC DRIVE
SWARTZ CREEK, MI 48473
JOB NO 2026.10

FLOOR PLAN

DRN: MB	CHKD: -
DATE	ISSUED FOR
20 FEB 2026	PRELIMINARY
02 JULY 2026	BUILDING PERMIT
19 JULY 2026	BUILDING PERMIT (REVISED)

DRAWING INDEX

SHEET #	SHEET TITLE
A-1	FLOOR PLAN PLAN
A-2	EXTERIOR ELEVATION
A-3	ROOF FRAMING PLAN
A-4	BUILDING SECTION
A-5	BUILDING SECTION
E-1	ELECTRICAL PLAN
C-2	SITE PLAN

STATE OF MICHIGAN
Mark A. Baldridge
ARCHITECT
NO. 1301048653
LICENSED ARCHITECT

Mark A. Baldridge

SHEET
1
OF -

S&B ARCHITECTS
Stephens & Baldridge

PO BOX 97
DAVISON, MI 48423
810 / 635 - 4090

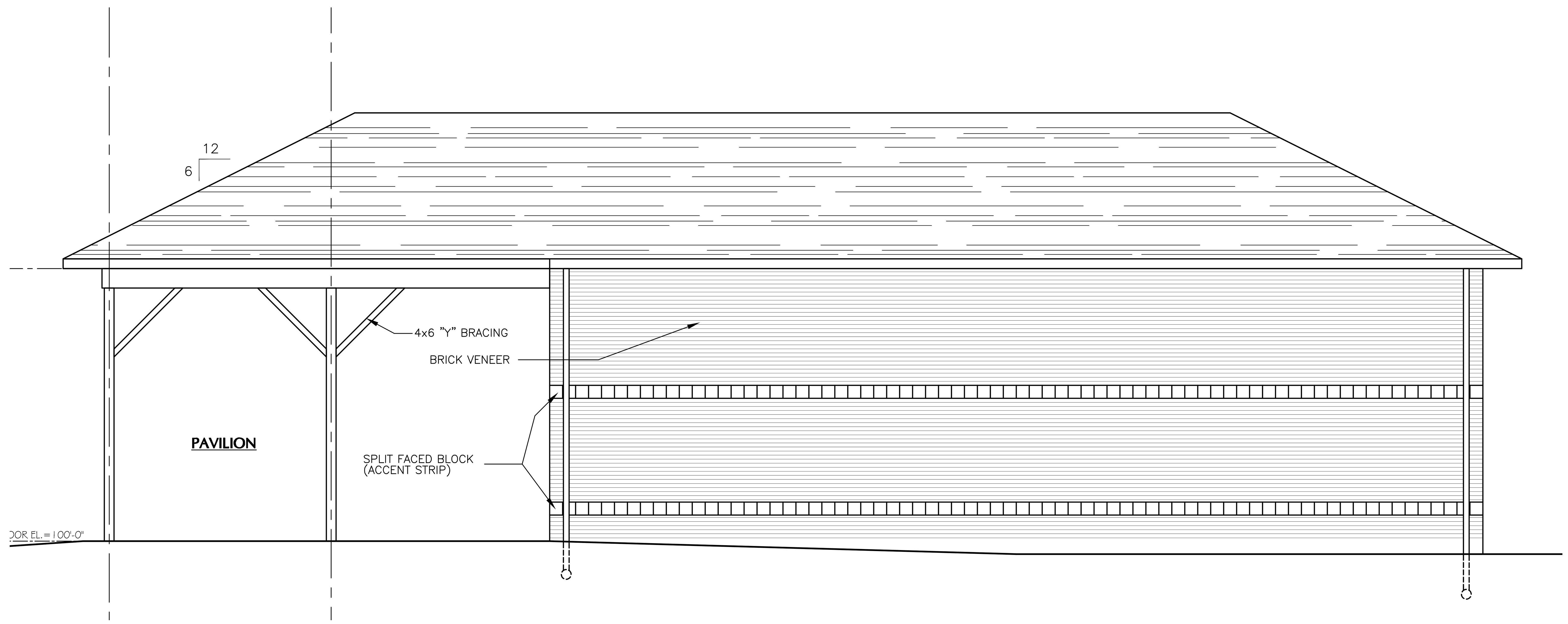
NEW CONSTRUCTION FOR:

SWARTZ CREEK SENIOR CENTER

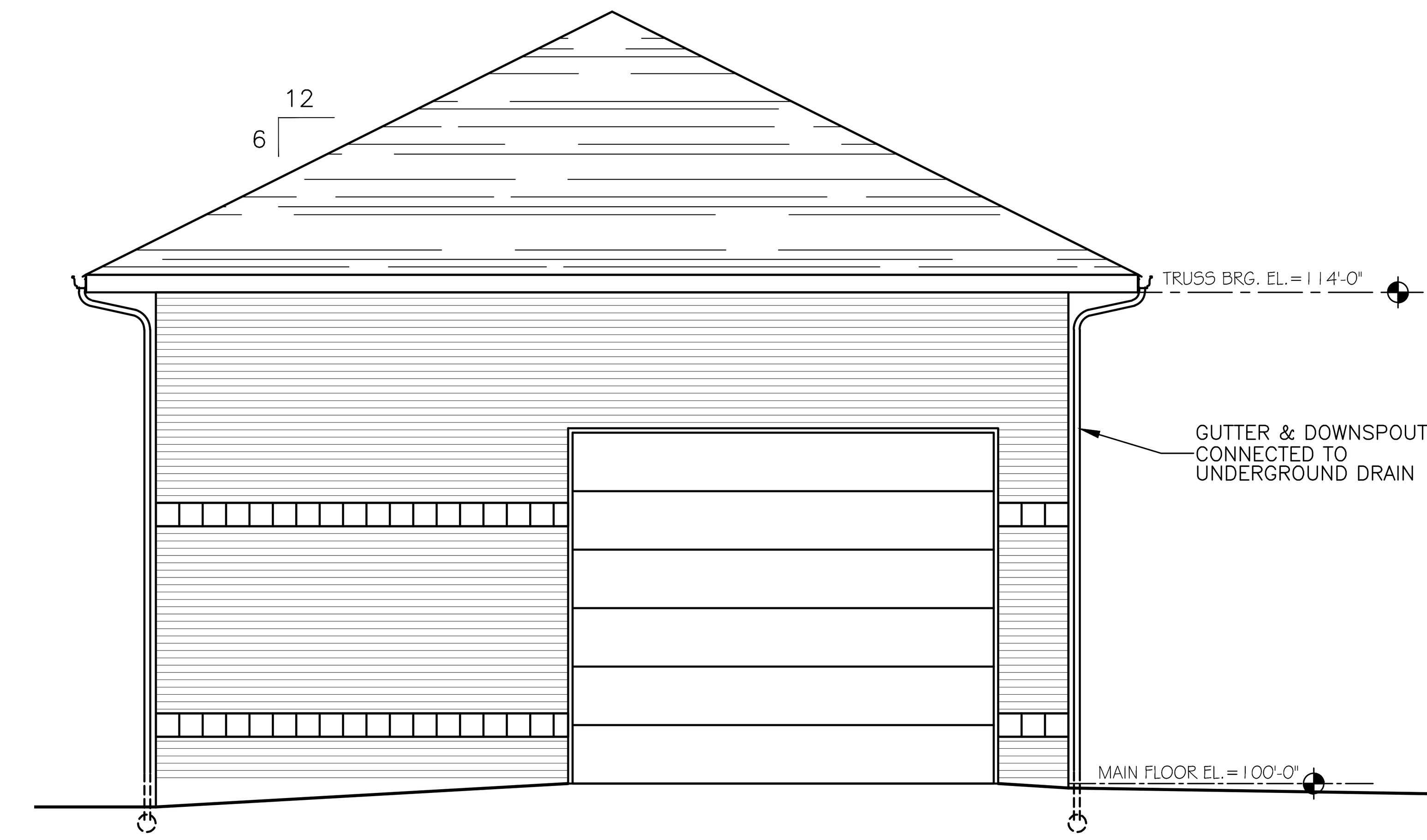
8095 CIVIC DRIVE
SWARTZ CREEK, MI 48473
JOB NO 2026.10

EXTERIOR ELEVATIONS

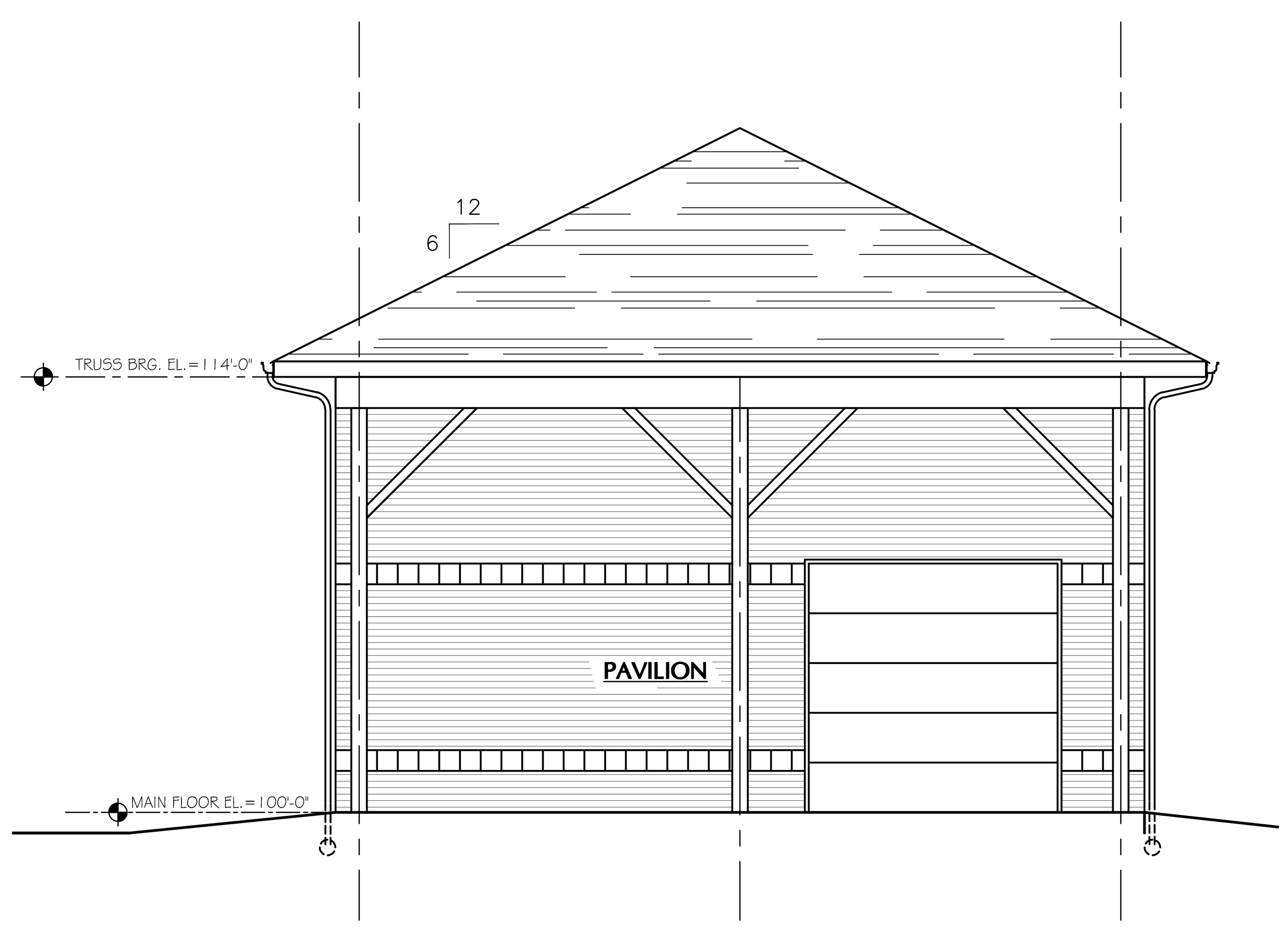
DRN: MB	CHKD: –
DATE	**ISSUED FOR**
20 FEB 2026	PRELIMINARY
02 JULY 2026	BUILDING PERMIT



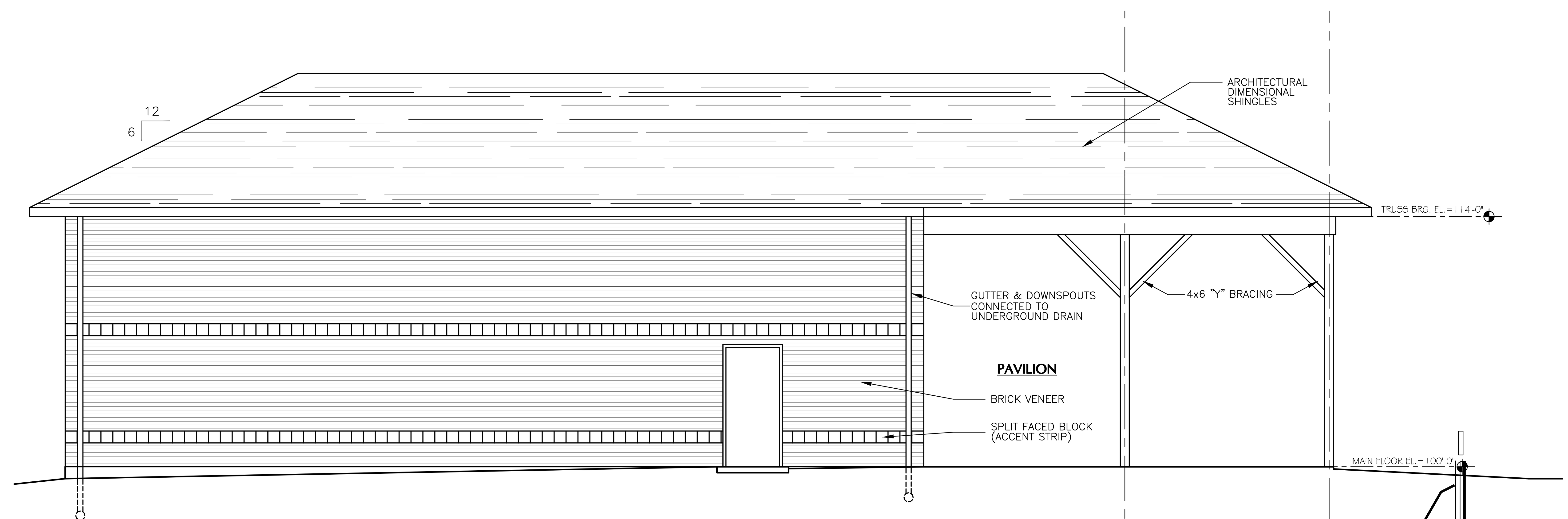
SOUTH ELEVATION
1/4" = 1'-0"



EAST ELEVATION
1/4" = 1'-0"



WEST ELEVATION
1/4" = 1'-0"



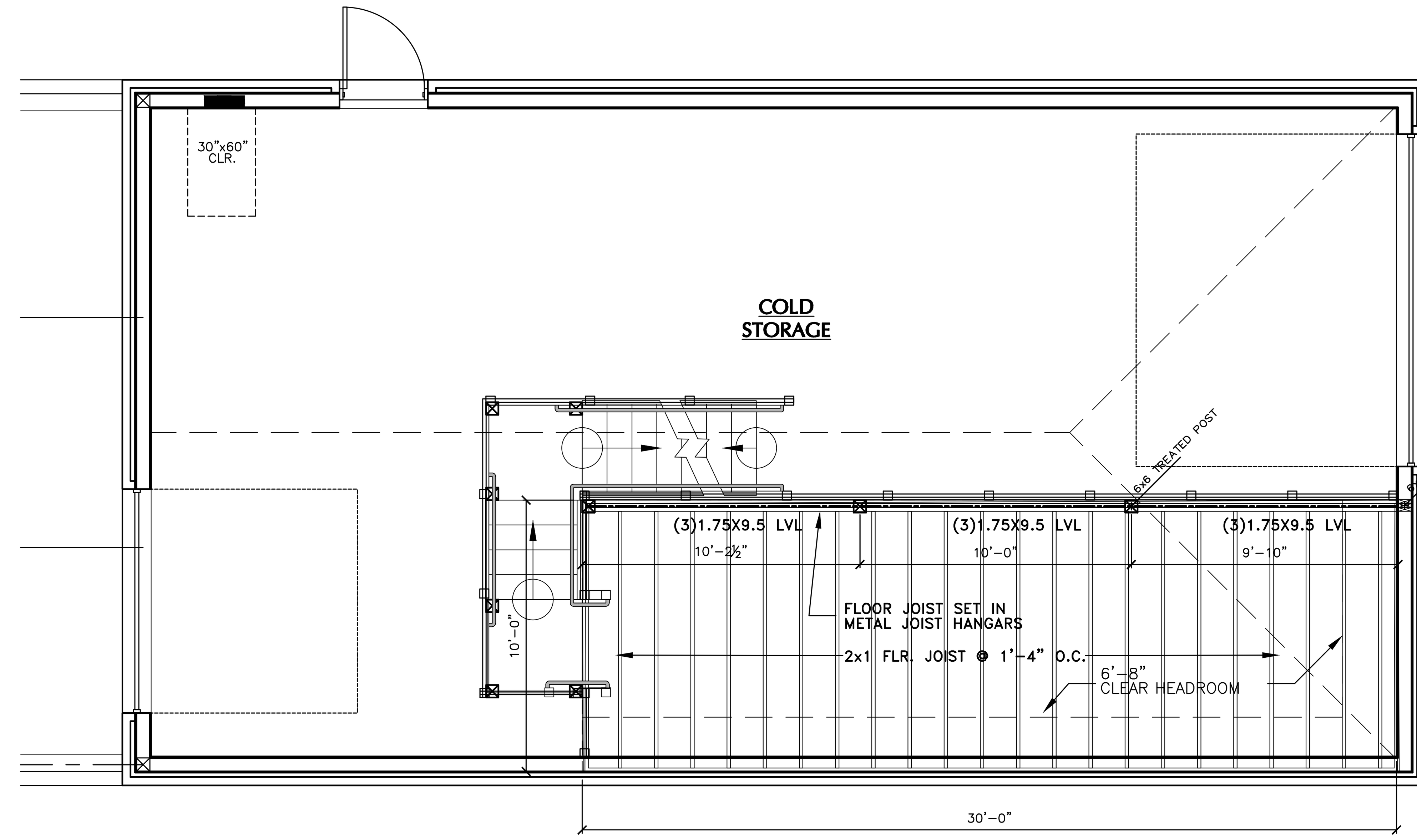
NORTH ELEVATION
1/4" = 1'-0"

SHEET
2
OF -

S&B ARCHITECTS
Stephens & Baldridge

PO BOX 97
DAVISON, MI 48423
810 / 635 - 4090

NEW CONSTRUCTION FOR:	
SWARTZ CREEK SENIOR CENTER	
8095 CIVIC DRIVE, SWARTZ CREEK, MI 48473, JOB NO 2026.10	
FRAMING PLAN	
DRN: MB	CHKD: -
DATE	ISSUED FOR
20 FEB 2026	PRELIMINARY
02 JULY 2026	BUILDING PERMIT



LOFT FLOOR FRAMING PLAN
1/4" = 1'-0"

LINTEL SCHEDULE
L-1 (1) 3 1/2 x 3 1/2 x 5/16 L

SNOW LOADS = 30 PSF
WIND SPEED = 115 MPH

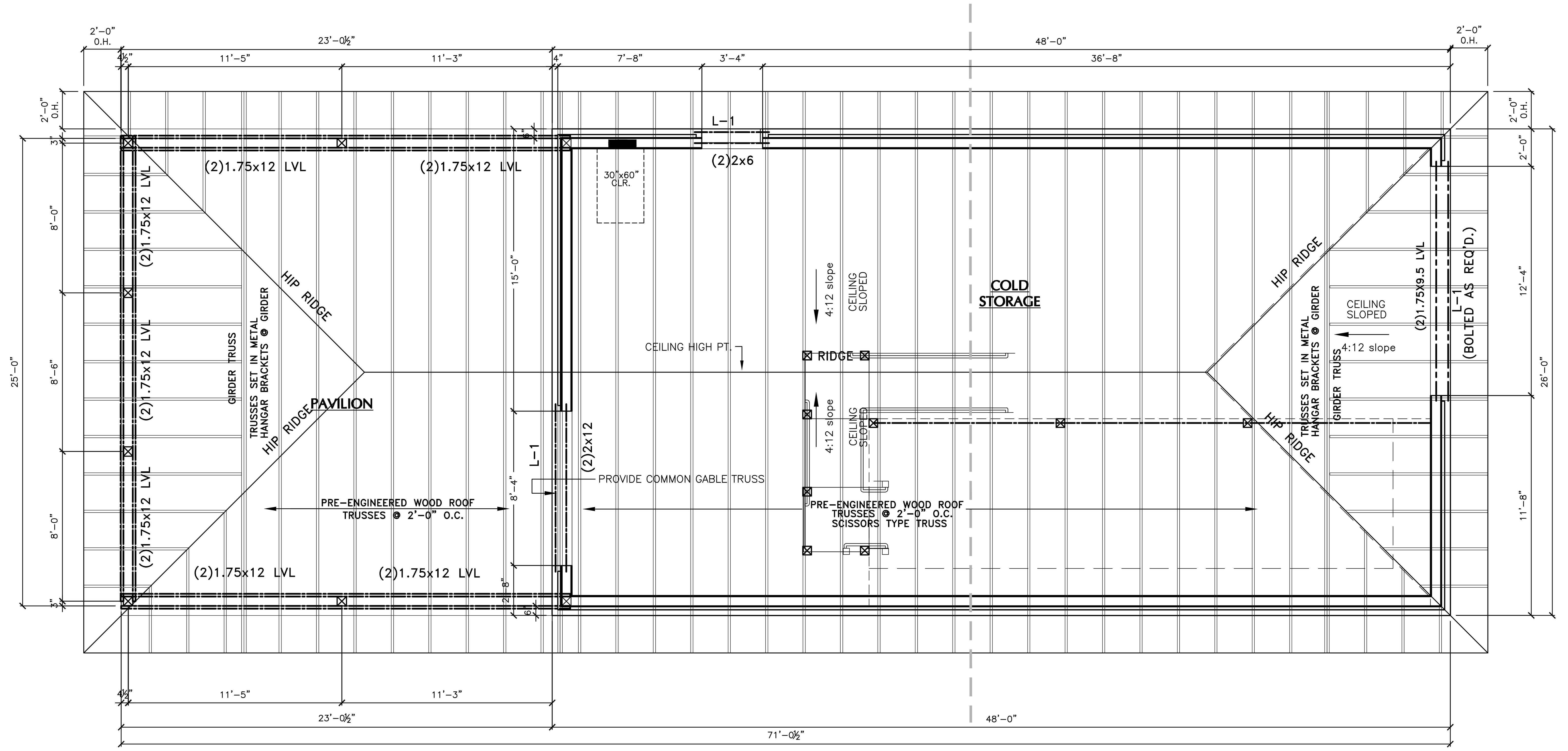
ROOF DESIGN LOADS
LIVE LOAD = 30 PSF
DEAD LOAD = 17 PSF
TOTAL = 47 PSF

MAX. DEFLECTION = L/240 (TOTAL LOAD)

STORAGE LOFT FLOOR DESIGN LOADS
LIVE LOAD = 125 PSF
DEAD LOAD = 17 PSF
TOTAL = 142 PSF

MAX. DEFLECTION = L/360 (TOTAL LOAD)

POSTS AT MAIN ROOF EAVE 3-PLY 2X6 LAMINATED POSTS
POSTS @ GABLE ENDS 3-PLY 2x6 LAMINATED POSTS



ROOF FRAMING PLAN
1/4" = 1'-0"

SHEET
3
OF -