

City of Swartz Creek

AGENDA

Regular Council Meeting, Monday, September 14, 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 24, 2026 MOTION Pg. 41
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. 60
 - 6C. Mundy Township Master Plan Notice Pg. 81
 - 6D. Holland Square Property Reservation Application Pg. 82
 - 6E. Social District Materials Pg. 87
 - 6F. Public Safety Concrete Quotes and July Bids Pg. 111
 - 6G. Bureau of Justice Assistance Body-Worn Camera Program Information Pg. 119
 - 6H. Sewer Use and Disposal Best Practice Guidelines Pg. 121
 - 6I. Cross Connection Inspection Update and Recommendations Pg. 122
 - 6J. Comments from Mundy Township Referencing Substation Proposal Pg. 124
 - 6K. Regional Trail Plan Appendix A Pg. 125
7. **MEETING OPENED TO THE PUBLIC:**
8. **COUNCIL BUSINESS:**
 - 8A. Miller Settlement Citizen of the Year Award PROCLAMATION
 - 8B. Holland Square Property Reservation RESO Pg. 33
 - 8C. Social District Activation RESO Pg. 34
 - 8D. Social District Maintenance Plan RESO Pg. 35
 - 8E. Body Camera Grant Support Letter RESO Pg. 38
 - 8F. Public Safety Concrete Work and Budget Adjustment RESO Pg. 39
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION Pg. 40

Next Month Calendar (Public Welcome at All Meetings)

Park Board:	Tuesday, September 15, 2026, 5:30 p.m., PDBMB
Zoning Board of Appeals:	Wednesday, September 16, 2026, 6:00 p.m., PDBMB (Cancelled)
Fire Board:	Monday, September 21, 2026, 6:00 p.m., Station #2
City Council:	Monday, September 28, 2026, 7:00 p.m., PDBMB
Metro Police Board:	Wednesday, September 23, 2026, 11:00 a.m., Metro PD
Planning Commission:	Tuesday, October 6, 2026, 7:00 p.m., PDBMB
Downtown Development Authority:	Thursday, October 8, 2026, 6:00 p.m. PDBMB
City Council:	Monday, October 12, 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, SEPTEMBER 14, 2026, 7:00 P.M.**

The regular meeting of the City of Swartz Creek city council is scheduled for **September 14, 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:

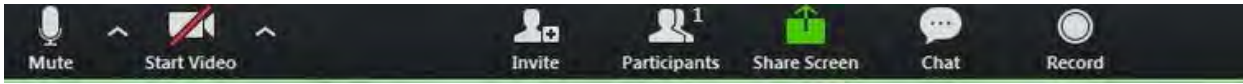
1. At the start time of your meeting, enter the link to join via computer. You may be instructed to download the Zoom application.
2. You have an opportunity to test your audio at this point by clicking on “Test Computer Audio.” Once you are satisfied that your audio works, click on “Join audio by computer.”

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 (DTMF) keypad.
3. If you have already joined the meeting via computer, you will have the option to enter your participant ID to be associated with your computer.

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



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

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

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

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

Topic: Swartz Creek City Council Meeting

Time: September 14, 2026 at 7:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

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

Meeting ID: 830 9640 1128

One tap mobile

+13017158592,,83096401128# US (Washington DC)

+13126266799,,83096401128# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 830 9640 1128

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

If you have any further questions or concerns, please contact 810-429-2766 or email 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, September 14, 2026 - 7:00 P.M.

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

FROM: Adam Zettel, City Manager

DATE: September 9, 2026

ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

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

We have an appeal from McDonalds. I will be discussing our strategy with Heather soon and making a recommendation to the city council. Since the property currently has a listed true cash value of \$1,222,397, I suspect we will dispute the lowering of this in order to defend the integrity of the system and to discourage irrational claims.

✓ **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. As of writing, the lineal markings are complete. We expect the special symbols, stop bars, and crosswalks to 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 (No Change of Status)**

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*)

We have had a couple of backups on the heels of our inspection program. One was in Springbrook and may be the result of flushing the sewer lines of ‘ancient’ gravel deposits that were left during construction to a point downstream.

In addition, we have run into a lot of grease on Miller Road that appears to be coming from apartments. We intend to conduct public education through direct distributions and our newsletter and the proper disposal of grease, wipes and other materials. Please see the draft public service announcement.

The previous report follows.

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 of our potential program.

✓ **HYDRANTS (Update)**

Work should begin prior to our meeting on hydrants. This time, the contractor appears to have agreed to have one of our staff accompany them. This will ensure community coverage, and 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** (*No Change of Status*)

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 again on September 10th. The board supported proceeding with the request and directed staff to work with the attorney to complete a final incentive agreement for the October meeting. 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, and their designer continues to move to permit submittal. A new coffee shop/retailer is moving from 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. **(Update) Mundy Megasite (Advanced Manufacturing District).** It appears that Consumers Energy is proposing a temporary sub-station on the site. I am including a letter from the Township Manager explaining this. 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 approved the lighting and sound equipment and installation at their September meeting.
10. **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 created a committee to consider a **Social District**. That group met on June 1st and June 23rd. The DDA board considered this at their August 13 meeting and recommends a trial run of the district. See details below
12. **Old Methodist Church** abatement is complete. I am exploring brick restoration options. The MEDC will cover designs costs to create a scope of work and bid specs. This scoping work is underway.

✓ **REDEVELOPMENT READY COMMUNITIES (Update)**

The MEDC agreed to fund design and bid specifications for masonry work at the church. This program is still a staple in our development toolbox. Though the future of the program may be somewhat in doubt because of legislative and other action, they remain a great partner. I encourage our council to note the success of this program to our legislators.

✓ **OTTERBURN PARK (Update)**

Glaeser Dawes indicates commencement of construction in September.

The previous report follows.

The notice to proceed has been given. Work can start any day. However, we have hit yet another snag. 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 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 approved is estimated to be \$88,858.80 as split by the city and DDA. Note that this is not necessarily a 50/50 split. The DDA will cover the cost of signs in their jurisdiction. This round of signs 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 (Business Item)**

The DDA deliberated on this matter at their August 13 meeting, and they DO recommend moving forward with a trial run of a district. I am including the resolutions that would enable a trial social district, as well as supporting documentation. Note that, if the district is approved, we will furnish professional maps, logos, and documents created in consultation with the city attorney and a local graphic artist. The DDA is to cover all expenses.

I recommend trial of the district as well. There has been much discussion and investigation into this topic. The DDA is very comfortable that the district can be operated safely, cleanly, and in a manner that benefits the public events and downtown businesses. They have scrutinized the district boundaries, hours, business owner expectations, and patron

expectations. The expectation is that the downtown will be more conducive to events that have intrinsic value, which will support the community and businesses.

Review of similar districts in Durand, Davison, Holly, and countless northern Michigan communities points towards a conclusion that these districts function well in tandem with a family environment.

In addition, safeguards are built within the operational plan to enable administrative action to limit, reduce, or close the district (not to expand, increase, or extend the district without council action).

Please consult the operational plan, business guidelines, and map for details. If approved, our goal would be to finalize materials, signage, pavement markings, and business consultation/training in order to have things prepared for 2027.

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 our MSHDA grant has been successfully closed! Personally, I think it looks great, and I applaud our architect and builder! We were under a pretty extraordinary timeline and had some unforeseen challenges. 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.

The DDA approved lighting and sound purchase and installation at their meeting on September 10th.

The previous report follows.

Getting to this point, there have been challenges. We had some deadline issues, which are behind us, as well as some change orders. On 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 Board members, 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 (Update)**

We continue to work through our primary claim with CE, which relates to costs incurred for the water line damage during CE work on Hill Road in late 2025. Our attorney is working on a strategy to optimize the outcome for us. As of writing, they have not responded to his statements.

In the meantime, I have not heard when or if their governmental relations staff will attend a meeting to discuss the next thirty year franchise. I have requested this multiple times. The current franchise expires on October 14, 2026. The previous report follows.

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)*

We received a communication that affirms the Swartz Creek Creekview trail in the regional plan for Early Preliminary Engineering (EPE). I am including this in the packet. The previous report follows.

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 ACCESSIBILITY 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** *(Update)*

We have engaged BS&A in the conversion from the .NET system to the Software as a Service system. We hoped to convert on or about April 1, 2027, but this has been pushed back to May 17, 2027 due to availability. Our first meeting with them on the transition was on September 8th and went well. This process will move slowly. Staff training should begin in March, data transition will begin the week of May 10, 2027, and the big move will be Monday, May 17. We DO expect some transition errors, delays, and the standard slate of expected but ‘unexpected’ problems.

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.

✓ **MUNDY TOWNSHIP MASTER PLAN** *(Update)*

I am including notice of a new master plan publication from Mundy Township. This is relevant because of the partnerships we exercise with them for police, building, and recreation services. They are also navigating the Advanced Manufacturing District land use issue.

A copy of the master plan can be viewed [here](#), on the township's website.

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

✓ **PLANNING COMMISSION** *(No Change of Status)*

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 was 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 September 10th. They approved a request for financial support for the Make a Morning of It event that is proposed for Holland Square. They considered the

incentive request for the Brewer Townhomes, and they directed staff to proceed with creation of a final incentive agreement for review in October. They approved the lighting and sound installation for the pergola at Holland Square. Some further discussion occurred regarding lighting at Holland Drive and Bicentennial Park. This is expected to be reviewed again when Consumers Energy delivers an agreement for an additional light. Their next meeting is scheduled for October 8th.

✓ **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 or September meeting. Their next regular meeting date is October 21, 2026.

✓ **PARKS AND RECREATION COMMISSION (No Change of Status)**

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 ballots for the 2026 General Election on November 3, 2026 have been proofed and are awaiting printing per the Genesee County Clerk's Office.
- ❑ The clerk's office is handling a fair amount of FOIA request at this time ranging from election data, employment verification, vendor listings and building permits.

An election debrief with the election chairs and co-chairs, will be held September 9, 2026 at the Draft to discuss the canvass notes from the August Primary Election and how to better prepare ourselves for the upcoming General Election.

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

- ❑ Abrams pavilion concrete is completed.
- ❑ Luea Lane road repairs have been completed.
- ❑ Winshall, Natalie and grove streets asphalt patching has been completed.
- ❑ 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.
- ❑ DPS continues to GPS water and sewer assets.
- ❑ Dependable Sewer has been cleaning and televising and will continue until the additional 8 miles is completed. Should be sometime in the next couple of weeks.
- ❑ Assisted fire department with air tank removal and reinstall for recertification.
- ❑ Female cottonwoods at Otterburn are about 75% removed.

- ❑ Morrish Rd church landscaping.
- ❑ Water sampling Gaines School and EGLE samples.
- ❑ Weed violation notices
- ❑ Flushed dead end hydrants
- ❑ Art in the park preparation and tear down.
- ❑ Yard restorations
- ❑ Extended a yard drain on Crosscreek and Russel Dr. (from new water main installation)
- ❑ Mow right of way on Chesterfield, Bristol and Miller.
- ❑ Install baby changing station at library.
- ❑ Picnic table assembly.
- ❑ Bucket truck training.
- ❑ Replaced pedestrian crossing sign at Miller and Fortino.
- ❑ Water meter and transponder replacement (ongoing).
- ❑ Rental inspections.
- ❑ Several Dead Deer pick ups and disposals.
- ❑ DPS has been utilizing the bucket truck on tree trimming and gutter repairs.
- ❑ Street Sweeping
- ❑ Installed instruments at Holland Square.
- ❑ Parade route weed whacked and sprayed with Round Up.
- ❑ Archway cleanup and decoration removal.
- ❑ Woodchipping.
- ❑ Sanitary backup 8151 Miller Rd.
- ❑ City Hall bike rack install.
- ❑ Miss Dig marking.
- ❑ ROW political sign removals.
- ❑ Building repairs: public safety building lights, city hall hot water, church ant treatment.
- ❑ Fence along trail between Morrish and Fairchild trimmed and sprayed.

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

The audit is winding down and should be complete soon. Summer property tax payment due date has passed and we are gearing up for the Winter season. 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.
- ❑ 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.
- ❑ Grant submission for \$10,000 was submitted through the Consumers Energy Foundation for the sound and lighting for the Pergola.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

✓ **MILLER'S SETTLEMENT CITIZEN OF THE YEAR** (*Business Item*)

Mayor Henry intends to honor James Packer as the 2025 Citizen of the Year at the meeting! James is a familiar face around elections and the Zoning Board of Appeals. Out in the community, he is widely known from his church, school, and various community groups. Please spread the word to help us honor Jim at the meeting!

✓ **HOLLAND SQUARE USE PERMIT REQUEST** (*Business Item*)

We have another event that is interested in using Holland Square for a public event. An application is included in the packet that describes the Make a Morning of It coffee tasting event that seeks use of Holland Square for the morning of Saturday, November 21, 2026. The event is slated to run from 9am to 1pm.

Summarily, the event will host various coffee sellers from the area and invite the public to try them. While there is a fee to sample coffee, access to the grounds is free. The event will also have music and many of the features found at our plaza events, such as the fire pits, tables, and games. The applicant is providing portable toilets.

Note that the event organizer is an LLC that is in good standing with the State of Michigan. Reservations for public spaces are not required to be made by charitable entities (waivers of fees for park use generally are expected to be charitable entities).

This type of event is exactly the thing that we have been hoping would happen with the development of the square. I support approval. A resolution is included in the packet.

✓ **METRO POLICE AUTHORITY BODY CAMERA GRANT SUPPORT** (*Business Item*)

The Metro Police Authority of Genesee County is preparing an application to the U.S. Department of Justice, Bureau of Justice Assistance (BJA), under the FY 2026 Body-Worn Camera Policy and Implementation Program to Support Law Enforcement Agencies. The federal program provides funding to publicly funded law enforcement agencies to establish or expand body-worn camera programs, including the purchase or lease of cameras and development and implementation of associated policies and procedures.

Body-worn cameras provide a number of benefits to law enforcement agencies and the communities they serve, including improved documentation of police encounters, collection and preservation of evidence, support for criminal investigations and prosecutions, and enhanced officer safety. The federal program specifically identifies improving operational effectiveness and officer safety and strengthening the evidentiary value of body-worn camera footage as primary program goals.

Metro Police Authority is seeking the City's formal support for its grant application. The attached resolution expresses the City Council's support for Metro's application and its

efforts to acquire and implement body-worn camera technology. I am also including the title page and summary page of the grant notice.

The federal grant program requires a local match equal to 50 percent of the federal award and limits federal assistance to \$2,000 per body-worn camera. Approval of the attached resolution does not commit the City of Swartz Creek to providing the required grant match or otherwise obligate City funds. It is expected that match funds will come out of the Metro PD's established capital programs fund balance, which should be sufficient for this program.

✓ **PUBLIC SAFETY BUILDING CONCRETE & MASONRY (*Business Item*)**

The city has been incrementally replacing concrete at the public safety building over the years to address some of the deferred maintenance. The largest component of this was the two phases to replace the primary concrete pad that serves the fire engine egress point on the east side of the building.

We have been monitoring the remaining sections and have had some additional complaints and observed deterioration for the remaining east side parking/entrance slab and the pedestrians walks that serve the west and north side employees and visitors.

Based on circumstances we recommend proceeding with replacing this concrete this fall. For years, we have been carrying a proposed expense in our 402 Fund (Capital Improvements) in case we need to replace the city hall roof. As we enter the winter of 2026, we do not believe this is going to be a priority yet again, and we recommend allocating these funds (\$24,000) to the public safety building.

In addition, I have been working with a local mason to scope out the work required to tuck point, repair, or replace the failing brick for this building and the library/senior center. There are areas of extensive decay around the planters, knee walls, and some vertical surfaces. While this does not appear to be structural, the situation continues to deteriorate, adding future costs and detracting from our civic campus.

What we propose is allocating the \$24,000 that was set aside for the city hall roof to the public safety building, as well as an additional \$26,000 to cover future masonry work. In essence, this would establish \$50,000 for the PSB concrete and masonry, which is well under the Fund 402 fund balance. Note that we do not have figures on the masonry scope yet, so this is an estimate. In addition, bids will almost certainly need to be conducted for this work, with those reviewed by the city council.

Concerning the concrete, the council approved BP Surface Solutions unit cost bid for 4" and 6" concrete in July. They have submitted a proposal to perform PSB work below those costs. Given their performance at the amphitheater and at Abrams Park, I think this is agreeable.

I am including their July bid costs and related bid tab, as well as their proposal for the public safety building. Note that we expect to add additional work to this, with the intention of wrapping up all pending concrete needs at this point in time, avoiding additional phased work. This may amount to about \$25,000 in total concrete work.

I am including a resolution to authorize the concrete work and to amend the budget.

✓ **CROSS CONNECTIONS (Update)**

I am including a letter from our cross connection inspector at HydroCorp. As we anticipated, we are reaching the limit of voluntary inspections among our residential water customers. Since the program started, we have been able to inspect 1,584 homes, and 391 remain uninspected. We have been patiently working through those that are willing to cooperate first before escalating matters with those that do not wish to cooperate.

At this point, we need to change the way we do business or accept that we cannot access the remaining homes. My understanding is that our community is ahead of the curve with residential inspections in the eyes of the state. As such, drastic measures such as shut offs are not required (yet).

Though the inspection is a mandate, we are not being told that compulsion is required at this point. This leaves us with some options. In fact, our inspector outlines four specific options that they have observed in practice. Under our current circumstances, I do not recommend that we discontinue service or add a new charge to bills (#1 & #4). The charge could be hard to justify since user fees are supposed to be tied to specific expenses, not necessarily punitive. I DO recommend that we pursue the other options noted by our inspector, which will be to engage personally with door hangers, staff, and dedicated inspectors (options #2 & #3).

To administer the program, I will be working with Hydrocorp and our DPW to engage options 2 & 3 from their recommendations. If any member of council wishes to discuss this further or consider alternates, please let me know. I will keep the council informed of changes to our program, expectations of the state, or the regulatory environment.

The last report received by council on this matter follows.

I attended a water training course in early October (2024). Among other things, I was able to speak to the EGLE staff about residential cross connections. They indicated that there is not a foreseeable mandate to require service termination of those residents that are not participating, yet. As such, I think our good faith model approach is appropriate. The previous report follows.

Much progress has been made since the residential cross connection inspection program inception. However, a number of homes have not had the opportunity to comply, and some are still hesitant to comply. We have renewed the program for another two years and hope to get through most of the units by the end. Some will likely not comply without a turn off, but that is a last resort.

As previously noted, we have postponed imminent shut-offs and the related hearings before the city council. I have concerns that there are not enough inspection slots for all outstanding inspections to sign up, making the process impossible to complete for all users. We are going to consider the matter in the coming months to come up with a long term strategy that is predictable, fair, and productive as it relates to getting compliance with the residential cross connection inspections.

This is not something we wish to pursue, but the expectations for cross connection are objective and reasonable.

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.

Veterans Resource Rally: This is a huge event that will occur on Saturday, September 12th at our own Elms Park!

Homecoming: The parade and game will be Friday afternoon, September 18th.

Springbrook East Emergency Response: There were some complaints about ambulance delays to the back of the new phase in Springbrook East. This appeared to be due to a mapping error with the GIS maps that 9-1-1 had available. We are working with them to correct the issue.

Small Cities Meeting: We are hosting the Genesee County Small Cities and Villages Association on November 4th, at 6pm. The location is TBD. Council members are encouraged to attend.

Stub Poles: We received a right of way permit to remove some stub poles in the community. Stub poles are that have been replaced but often remain, at half height, to support communication wires that have not migrated to the new pole. We have submitted a list of 14 additional poles that were not on the list for removal and have been told that these should be addressed.

Web Migration: We had to migrate our website and some of our digital presence on September 4th. This created an email and remote access problem that endured through September 8th. All systems are back to their normal function.

**City of Swartz Creek
RESOLUTIONS**

Regular Council Meeting, Monday, September 14, 2026, 7:00 P.M.

Motion No. 260914-4A

MINUTES – AUGUST 24, 2026

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, August 24, 2026, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 260914-5A

AGENDA APPROVAL – SEPTEMBER 14, 2026

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Agenda as presented / printed / amended for the Regular Council Meeting of September 14, 2026, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 260914-6A

CITY MANAGER'S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council accept the City Manager's Report of September 14, 2026, including reports and communications, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Resolution No. 260914-8B

**RESOLUTION TO APPROVE A MUNICIPAL PROPERTY
RESERVATION PERMIT FOR THE MAKE A MORNING OF IT
COFFEE TASTING EVENT**

Motion by Councilmember: _____

WHEREAS, Make a Morning of It LLC is a recognized organization that is in good standing; and

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

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

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

NOW, THEREFORE BE IT RESOLVED that the City of Swartz Creek hereby approves the application for a municipal property reservation application to conduct “Make a Morning of It” event on Saturday, November 21, 2026 from 9am to 1pm, applicant: Make a Morning of It LLC, in accordance with the application submitted, under the direction and control of the Chief of Police.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 260914-8C

RESOLUTION TO ESTABLISH AND ACTIVATE A SOCIAL DISTRICT AND COMMONS AREA

WHEREAS, The City of Swartz Creek desires to promote economic vitality, tourism, and responsible social activity within its downtown; and

WHEREAS, Public Act 124 of 2020, as amended, authorizes municipalities to designate Social Districts and Commons Areas; and

WHEREAS, the Michigan Liquor Control Commission requires local approval of Social Districts prior to issuance of permits to participating licensees; and

WHEREAS, the City Council finds that establishing a Social District will support downtown businesses, encourage walkability, and enhance community engagement;

NOW, THEREFORE, BE IT RESOLVED:

SECTION 1: ESTABLISHMENT

The City of Swartz Creek hereby establishes the **Swartz Creek Social District**.

SECTION 2: COMMONS AREA DESIGNATION

The City hereby designates a Commons Area within the Social District, as depicted in Exhibit A (to be refined adoption), where patrons may possess and consume alcoholic beverages purchased from participating licensees.

SECTION 3: BOUNDARIES

The Social District and Commons Area shall be defined by the map and description attached as Exhibit A.

SECTION 4: HOURS OF OPERATION

The Social District shall operate during the following hours:

- Sunday–Saturday: 7 AM to 11PM

The City Council may modify hours for special events and the City Manager may reduce hours for public safety purposes.

SECTION 5: COMPLIANCE WITH STATE LAW

All participating establishments must:

- Hold a valid license issued by the Michigan Liquor Control Commission
- Obtain Social District permits as required by the State
- Comply with all applicable state and local laws
- Execute and adhere to a participation agreement

SECTION 6: LOCAL OVERSIGHT

The City Manager or designee is authorized to:

- Administer the Social District
- Coordinate with participating businesses & execute participation agreements
- Ensure compliance with state and local regulations

SECTION 7: SUBMISSION TO STATE

The City Clerk is authorized and directed to submit this Resolution, along with all required maps and documentation, to the Michigan Liquor Control Commission.

SECTION 8: EFFECTIVE DATE

This Resolution shall take effect upon adoption.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 260914-8C

RESOLUTION TO ESTABLISH A SOCIAL DISTRICT MANAGEMENT, MAINTENANCE, AND ACTIVATION PLAN

WHEREAS, The City has established a Social District; and

WHEREAS, the City Council desires to ensure safe, clean, vibrant, and economically beneficial operation of the district;

NOW, THEREFORE, BE IT RESOLVED:

SECTION 1: PURPOSE

To provide a structured framework for:

- Operations
- Maintenance

- Safety
- Economic activation

SECTION 2: PILOT PROGRAM

1. The Social District shall operate as a two-year pilot program from the date of activation.
2. During the pilot period:
 - Policies may be adjusted administratively
 - Data shall be collected on usage, safety, and economic impact
3. A formal report shall be presented to Council prior to continuation.

SECTION 3: DOWNTOWN DEVELOPMENT AUTHORITY ROLE

The Downtown Development Authority (DDA) is designated as the primary partner for activation and branding. Responsibilities include:

- Coordinating events and programming
- Managing branding (cups, stickers, signage, identity)
- Supporting participating businesses
- Assisting with marketing and promotion
- Providing supporting assets such as waste containers, signs, etc.

SECTION 4: COST RECOVERY

To ensure sustainability, the City may implement, by resolution:

1. **Participation Fee**
 - Annual fee for participating licensees: \$0
2. **Per-Drink Fee**
 - Fee of \$0 per container sold
3. **Sponsorships**
 - Naming rights, signage, or event sponsorships
4. **Revenue (if any) shall support:**
 - Cleaning
 - Security
 - Marketing
 - Infrastructure

SECTION 5: EVENT INTEGRATION

1. The Social District may expand or adapt, by council resolution for:
 - Festivals
 - Concerts
 - Holland Square programming
 - Other special events
2. The City Manager may:
 - Restrict boundaries temporarily
 - Restrict hours temporarily
 - Approve and administer special event overlays

SECTION 6: OPERATIONS

- Alcohol is permitted only in approved containers
 - Must display participant logo or identification
 - Must display commons logo or identification
 - May not exceed 16 fluid ounces
- Consumption is limited to Commons Area
- No glass containers are permitted

SECTION 7: CLEANING AND MAINTENANCE

- Daily cleaning during active periods, as needed
- Strategic placement of waste and/or recycling containers
- Shared responsibility between City, DDA, and businesses

SECTION 8: SECURITY AND ENFORCEMENT

- Coordinated with local law enforcement
- Zero tolerance for:
 - Disorderly conduct
 - Public intoxication
 - Authority to suspend operations if needed

SECTION 9: SIGNAGE AND BRANDING

- Clear boundary signage and/or pavement markings and maps
- Rules posted publicly and at participant public exits
- Consistent Social District branding between signs, rules, cups, etc.

SECTION 10: ADMINISTRATION

The City Manager or designee shall:

- Oversee implementation
- Approve participating businesses
- Adjust operations as needed

SECTION 11: PERFORMANCE METRICS

The City shall track:

- Business participation
- Public safety incidents
- Asset costs
- Community feedback

SECTION 12: REVIEW

At the conclusion of the pilot program:

- Council shall evaluate continuation, expansion, or modification

SECTION 13: EFFECTIVE DATE

This Resolution shall take effect immediately upon adoption.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 260914-8E

RESOLUTION OF SUPPORT FOR THE METRO POLICE AUTHORITY OF GENESEE COUNTY BODY-WORN CAMERA GRANT APPLICATION

WHEREAS, the Metro Police Authority of Genesee County provides law enforcement services to the City of Swartz Creek and Mundy Township; and

WHEREAS, body-worn cameras are an important law enforcement tool that can enhance the documentation of public encounters, improve the collection and preservation of evidence, support criminal investigations and prosecutions, enhance officer safety, and assist in the fair and accurate review of complaints and incidents; and

WHEREAS, the United States Department of Justice, Bureau of Justice Assistance has made funding available through the FY 2026 Body-Worn Camera Policy and Implementation Program to Support Law Enforcement Agencies, which provides assistance to publicly funded law enforcement agencies for the purchase or lease of body-worn cameras and development and implementation of comprehensive body-worn camera programs;

WHEREAS, the Metro Police Authority of Genesee County intends to submit an application under this program to obtain funding for body-worn camera equipment and related program implementation; and

WHEREAS, the City Council recognizes that investment in body-worn camera technology supports effective policing, officer and public safety, evidentiary documentation, transparency, and accountability; and

WHEREAS, the City of Swartz Creek supports efforts by the Metro Police Authority to obtain outside funding that will enhance law enforcement capabilities and public safety within the communities it serves.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Swartz Creek hereby expresses its support for the Metro Police Authority of Genesee County's application to the United States Department of Justice, Bureau of Justice Assistance, FY 2026 Body-Worn Camera Policy and Implementation Program to Support Law Enforcement Agencies.

BE IT FURTHER RESOLVED, that the City Council supports the Metro Police Authority's efforts to acquire and implement body-worn camera technology in a manner consistent with applicable laws, policies, evidentiary standards, and professional law enforcement practices.

BE IT FURTHER RESOLVED, that the City Clerk is directed to provide a certified copy of this resolution to the Metro Police Authority of Genesee County for inclusion with, or use in support of, its grant application.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 260914-8F

**RESOLUTION TO APPROVE CONCRETE WORK FOR THE
PUBLIC SAFETY BUILDING**

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek owns, operates, and maintains the Public Safety Building at 8100 Civic Drive, which houses the Swartz Creek Area Fire Department Station #1, the Metro Police Authority Swartz Creek substation, and miscellaneous municipal assets; and

WHEREAS, the city has been incrementally replacing deficient concrete serving this building as funds permit and safety demands; and

WHEREAS, the city finds that concrete access to the employee entrances and the east side parking/entrance are becoming hazardous; and

WHEREAS, the city approved a competitive bid for 4" and 6" concrete unit costs on July 13, 2026; and

WHEREAS, the concrete award winner, BP Surface Solutions LLC, proposes pricing to remove and replace concrete at the Public Safety Building at prices below their awarded price; and

WHEREAS, the city is also considering the scope of masonry repairs to the structure that are evident on the exposed knee-walls; and

WHEREAS, the city approved \$24,000 in Fund 401 Capital Project Fund for a replacement city hall roof that is not likely to be required in the current fiscal year; and

NOW, THEREFORE, BE IT RESOLVED, the Swartz Creek City Council accepts the proposed unit costs provided by BP Surface Solutions LLC, as included in the September 14, 2026 city council packet, as a unit cost bid.

BE IT FURTHER RESOLVED, the Swartz Creek City Council directs the Treasurer to amend the current budget, Fund 401, to reflect the inclusion of \$50,000 for Public Safety Building concrete/masonry and the removal of \$24,000 for the City Hall roof.

BE IT FURTHER RESOLVED, the Swartz Creek City Council directs the city manager to create a standard contractor’s agreement and execute such agreement on behalf of the city.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 260914-11A ADJOURN

Motion by Councilmember: _____

I Move the Swartz Creek City Council adjourn the regular council meeting of September 14, 2026.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE REGULAR COUNCIL MEETING
DATE August 24, 2026**

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

Invocation and Pledge of Allegiance.

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

Councilmembers Absent: None.

Staff Present: DPW Director Robert Bincsik, Clerk Jacquie Forrest.

Others Present: Metro PD Chief Murphy, Mark Blankenship

Others Virtually Attended: Jeffrey Kelley, Michael Miller

APPROVAL OF MINUTES

Resolution No. 260824-01 (Carried)

Motion by Councilmember Spillane
Second by Councilmember Melen

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.

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

APPROVAL OF AGENDA

Resolution No. 260824-02 (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 24, 2026, to be circulated and placed on file.

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

CITY MANAGER'S REPORT

Resolution No. 260824-03

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Melen

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.

Discussion Ensued.

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

MEETING OPENED TO THE PUBLIC:

None.

COUNCIL BUSINESS:

PROCLAMATION TO ACKNOWLEDGE NATIONAL SEE TRACKS? THINK TRAIN WEEK

Proclamation No. 260824-04

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 TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH
LEGACY ASSESSING SERVICES, INC.**

Resolution No. 260824-05

(Carried)

Motion by Councilmember Mayor ProTem Hicks
Second by Councilmember Knickerbocker

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.

SECTION II: TERM OF AGREEMENT

2.1 Contract Period:

Legacy 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.

SECTION III: PAYMENT

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:

LEGACY ASSESSING SERVICES, INC.

By: _____
Nate Henry, Mayor

By: _____
Heather MacDermaid, Partner

By: _____
Jacque Forrest, City Clerk

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

Discussion Ensued.

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

NO: None. Motion Declared Carried.

MEETING OPENED TO THE PUBLIC:

None.

REMARKS BY COUNCILMEMBERS:

Councilmember Melen: The 30th Annual Genesee County Fallen Firefighters Memorial Ceremony on Saturday, September 26, 2026, at 10:00 AM at Flint Memorial Park

Councilmember Spillane: Priority Waste pick-up concerns

Councilmember Gilbert: Railroad tracks on Elms Road.

Councilmember Knickerbocker: Lunch at the Swartz Creek American Legion

Mayor Pro Tem Hicks: none

Councilmember Krueger: America 250 Concert September 12, 2026, at 7pm at the Swartz Creek Performing Arts Center.

Mayor Henry: none

ADJOURNMENT

Resolution No. 260824-06

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Melen

I Move the Swartz Creek City Council adjourn the regular meeting at 7:24 p.m.

Unanimous Voice Vote.

Nate Henry, Mayor

Jacquie Forrest, City Clerk

REVENUE AND EXPENDITURE REPORT FOR CITY OF SWARTZ CREEK
PERIOD ENDING 08/31/2026

GL NUMBER	2026-27 ORIGINAL BUDGET	2026-27 AMENDED BUDGET	YTD BALANCE 08/31/2026	AVAILABLE BALANCE	% BDGT USED
Fund 101 - General Fund					
000.000 - General	3,062,535.00	3,062,535.00	1,070,692.43	1,991,842.57	34.96
172.000 - Executive	400.00	400.00	0.00	400.00	0.00
253.000 - Treasurer	120.00	120.00	0.00	120.00	0.00
301.000 - Police Dept	7,000.00	7,000.00	10,267.57	(3,267.57)	146.68
345.000 - PUBLIC SAFETY BUILDING	21,750.00	21,750.00	1,379.17	20,370.83	6.34
371.000 - Building/Zoning/Planning	134,400.00	134,400.00	22,049.00	112,351.00	16.41
444.000 - Sidewalks	6,000.00	6,000.00	0.00	6,000.00	0.00
448.000 - Lighting	18,500.00	18,500.00	0.00	18,500.00	0.00
523.000 - Grass, Brush & Weeds	1,500.00	1,500.00	1,800.00	(300.00)	120.00
694.000 - Community Development Block Grant	4,000.00	4,000.00	24,012.00	(20,012.00)	600.30
780.000 - Parks & Recreation	15.00	15.00	0.00	15.00	0.00
780.500 - Mundy Twp Park Services	18,619.00	18,619.00	0.00	18,619.00	0.00
782.000 - Facilities - Abrams Park	350.00	350.00	0.00	350.00	0.00
783.000 - Facilities - Elms Rd Park	6,000.00	6,000.00	1,345.00	4,655.00	22.42
790.000 - Facilities-Senior Center/Libr	9,000.00	9,000.00	742.27	8,257.73	8.25
TOTAL REVENUES	3,290,189.00	3,290,189.00	1,132,287.44	2,157,901.56	
000.000 - General	13,800.00	13,800.00	66,915.64	(53,115.64)	484.90
101.000 - Council	27,745.00	27,745.00	6,214.44	21,530.56	22.40
172.000 - Executive	160,013.00	160,013.00	32,045.11	127,967.89	20.03
215.000 - Administration and Clerk	58,209.00	58,209.00	5,950.64	52,258.36	10.22
228.000 - Information Technology	37,000.00	37,000.00	13,329.36	23,670.64	36.03
247.000 - Board of Review	4,529.00	4,529.00	397.76	4,131.24	8.78
253.000 - Treasurer	159,585.00	159,585.00	12,067.15	147,517.85	7.56

GL NUMBER	2026-27 ORIGINAL BUDGET	2026-27 AMENDED BUDGET	YTD BALANCE 08/31/2026	AVAILABLE BALANCE	% BDGT USED
257.000 - Assessor	48,683.00	48,683.00	6,866.26	41,816.74	14.10
262.000 - Elections	51,005.00	51,005.00	24,922.93	26,082.07	48.86
265.000 - Facilities - City Hall	25,865.00	25,865.00	6,763.55	19,101.45	26.15
266.000 - Legal Council	12,000.00	12,000.00	3,264.50	8,735.50	27.20
301.000 - Police Dept	13,000.00	13,000.00	0.00	13,000.00	0.00
301.266 - Legal Council PSFY	24,000.00	24,000.00	1,585.25	22,414.75	6.61
301.851 - Retiree Employer Health Care PSFY	12,400.00	12,400.00	400.00	12,000.00	3.23
334.000 - Metro Police Authority	1,375,521.00	1,375,521.00	277,322.77	1,098,198.23	20.16
336.000 - Fire Department	202,100.00	202,100.00	76,542.14	125,557.86	37.87
345.000 - PUBLIC SAFETY BUILDING	41,903.00	41,903.00	10,481.32	31,421.68	25.01
371.000 - Building/Zoning/Planning	228,149.00	228,149.00	11,239.15	216,909.85	4.93
444.000 - Sidewalks	8,000.00	8,000.00	0.00	8,000.00	0.00
448.000 - Lighting	115,000.00	115,000.00	10,923.60	104,076.40	9.50
463.000 - Routine Maint - Streets	600.00	600.00	0.00	600.00	0.00
523.000 - Grass, Brush & Weeds	1,000.00	1,000.00	165.00	835.00	16.50
567.000 - Facilities - Cemetery	1,989.00	1,989.00	429.52	1,559.48	21.59
694.000 - Community Development Block Grant	0.00	0.00	(24,012.00)	24,012.00	100.00
728.000 - Economic Development	8,000.00	8,000.00	0.00	8,000.00	0.00
780.000 - Parks & Recreation	17,202.00	17,202.00	3,837.32	13,364.68	22.31
780.500 - Mundy Twp Park Services	16,926.00	16,926.00	1,891.78	15,034.22	11.18
782.000 - Facilities - Abrams Park	54,983.00	54,983.00	20,745.48	34,237.52	37.73
783.000 - Facilities - Elms Rd Park	107,271.00	107,271.00	19,229.65	88,041.35	17.93
788.000 - Otterburn Disc Golf Park	229,260.00	229,260.00	3,615.73	225,644.27	1.58
790.000 - Facilities-Senior Center/Libr	34,746.00	34,746.00	6,598.26	28,147.74	18.99
794.000 - Community Promotions Program	143,424.00	143,424.00	21,065.15	122,358.85	14.69
797.000 - Facilities - City Parking Lots	3,800.00	3,800.00	239.26	3,560.74	6.30

GL NUMBER	2026-27 ORIGINAL BUDGET	2026-27 AMENDED BUDGET	YTD BALANCE 08/31/2026	AVAILABLE BALANCE	% BDGT USED
851.000 - Retired Employee Health Care	35,800.00	35,800.00	4,205.38	31,594.62	11.75
965.000 - Transfers Out	202,500.00	202,500.00	0.00	202,500.00	0.00
TOTAL EXPENDITURES	3,476,008.00	3,476,008.00	625,242.10	2,850,765.90	
Fund 101 - General Fund:					
TOTAL REVENUES	3,290,189.00	3,290,189.00	1,132,287.44	2,157,901.56	34.41
TOTAL EXPENDITURES	3,476,008.00	3,476,008.00	625,242.10	2,850,765.90	17.99
NET OF REVENUES & EXPENDITURES	(185,819.00)	(185,819.00)	507,045.34	(692,864.34)	
Fund 202 - Major Street Fund					
000.000 - General	723,013.00	723,013.00	288.26	722,724.74	0.04
441.000 - Miller Rd Park & Ride	4,600.00	4,600.00	0.00	4,600.00	0.00
452.100 - Safe Routes to School Grant	200.00	200.00	0.00	200.00	0.00
474.000 - Traffic Services	0.00	0.00	7,637.00	(7,637.00)	100.00
478.000 - Snow & Ice Removal	6,000.00	6,000.00	0.00	6,000.00	0.00
TOTAL REVENUES	733,813.00	733,813.00	7,925.26	725,887.74	
228.000 - Information Technology	575.00	575.00	335.48	239.52	58.34
429.000 - Occupational Safety	142.00	142.00	0.00	142.00	0.00
441.000 - Miller Rd Park & Ride	5,381.00	5,381.00	668.06	4,712.94	12.42
449.500 - Right of Way - General	10,000.00	10,000.00	0.00	10,000.00	0.00
449.501 - Right of Way - Storms	100.00	100.00	0.00	100.00	0.00
454.000 - STREETS PROJECTS	26,000.00	26,000.00	9,558.54	16,441.46	36.76
463.000 - Routine Maint - Streets	116,703.00	116,703.00	42,701.99	74,001.01	36.59
474.000 - Traffic Services	44,625.00	44,625.00	3,231.67	41,393.33	7.24
478.000 - Snow & Ice Removal	83,535.00	83,535.00	1,042.46	82,492.54	1.25
482.000 - Administrative	18,296.00	18,296.00	2,510.01	15,785.99	13.72
538.500 - Intercommunity storm drains	10,500.00	10,500.00	0.00	10,500.00	0.00
TOTAL EXPENDITURES	315,857.00	315,857.00	60,048.21	255,808.79	
Fund 202 - Major Street Fund:					
TOTAL REVENUES	733,813.00	733,813.00	7,925.26	725,887.74	1.08

GL NUMBER	2026-27 ORIGINAL BUDGET	2026-27 AMENDED BUDGET	YTD BALANCE 08/31/2026	AVAILABLE BALANCE	% BDGT USED
TOTAL EXPENDITURES	315,857.00	315,857.00	60,048.21	255,808.79	19.01
NET OF REVENUES & EXPENDITURES	417,956.00	417,956.00	(52,122.95)	470,078.95	
Fund 203 - Local Street Fund					
000.000 - General	238,577.00	238,577.00	433.65	238,143.35	0.18
449.000 - Right of Way Telecomm	26,000.00	26,000.00	0.00	26,000.00	0.00
478.000 - Snow & Ice Removal	4,500.00	4,500.00	0.00	4,500.00	0.00
931.000 - Transfers IN	250,000.00	250,000.00	0.00	250,000.00	0.00
TOTAL REVENUES	519,077.00	519,077.00	433.65	518,643.35	
228.000 - Information Technology	700.00	700.00	335.47	364.53	47.92
429.000 - Occupational Safety	63.00	63.00	0.00	63.00	0.00
449.500 - Right of Way - General	3,500.00	3,500.00	0.00	3,500.00	0.00
449.501 - Right of Way - Storms	1,000.00	1,000.00	0.00	1,000.00	0.00
454.000 - STREETS PROJECTS	44,000.00	44,000.00	0.00	44,000.00	0.00
463.000 - Routine Maint - Streets	180,977.00	180,977.00	14,859.79	166,117.21	8.21
463.503 - Local Streets Rehab	250,000.00	250,000.00	0.00	250,000.00	0.00
474.000 - Traffic Services	15,860.00	15,860.00	1,423.20	14,436.80	8.97
478.000 - Snow & Ice Removal	68,520.00	68,520.00	1,058.91	67,461.09	1.55
482.000 - Administrative	13,722.00	13,722.00	1,882.59	11,839.41	13.72
538.500 - Intercommunity storm drains	12,800.00	12,800.00	0.00	12,800.00	0.00
TOTAL EXPENDITURES	591,142.00	591,142.00	19,559.96	571,582.04	
Fund 203 - Local Street Fund:					
TOTAL REVENUES	519,077.00	519,077.00	433.65	518,643.35	0.08
TOTAL EXPENDITURES	591,142.00	591,142.00	19,559.96	571,582.04	3.31
NET OF REVENUES & EXPENDITURES	(72,065.00)	(72,065.00)	(19,126.31)	(52,938.69)	
Fund 204 - MUNICIPAL STREET FUND					
000.000 - General	913,477.00	913,477.00	853,839.96	59,637.04	93.47
TOTAL REVENUES	913,477.00	913,477.00	853,839.96	59,637.04	
905.000 - Debt Service	689,059.00	689,059.00	0.00	689,059.00	0.00
965.000 - Transfers Out	250,000.00	250,000.00	0.00	250,000.00	0.00

GL NUMBER	2026-27		YTD BALANCE 08/31/2026	AVAILABLE BALANCE	% BDGT USED
	ORIGINAL BUDGET	2026-27 AMENDED BUDGET			
TOTAL EXPENDITURES	939,059.00	939,059.00	0.00	939,059.00	
Fund 204 - MUNICIPAL STREET FUND:					
TOTAL REVENUES	913,477.00	913,477.00	853,839.96	59,637.04	93.47
TOTAL EXPENDITURES	939,059.00	939,059.00	0.00	939,059.00	0.00
NET OF REVENUES & EXPENDITURES	(25,582.00)	(25,582.00)	853,839.96	(879,421.96)	
Fund 226 - Garbage Fund					
000.000 - General	597,092.00	597,092.00	537,311.19	59,780.81	89.99
TOTAL REVENUES	597,092.00	597,092.00	537,311.19	59,780.81	
101.000 - Council	4,093.00	4,093.00	1,289.98	2,803.02	31.52
172.000 - Executive	11,149.00	11,149.00	2,437.63	8,711.37	21.86
215.000 - Administration and Clerk	4,257.00	4,257.00	369.90	3,887.10	8.69
228.000 - Information Technology	1,800.00	1,800.00	2,554.05	(754.05)	141.89
253.000 - Treasurer	25,749.00	25,749.00	1,485.09	24,263.91	5.77
265.000 - Facilities - City Hall	10,320.00	10,320.00	937.46	9,382.54	9.08
528.000 - Sanitation Collection	414,907.00	414,907.00	34,249.03	380,657.97	8.25
530.000 - Wood Chipping	78,173.00	78,173.00	19,188.42	58,984.58	24.55
782.000 - Facilities - Abrams Park	11,132.00	11,132.00	1,911.56	9,220.44	17.17
783.000 - Facilities - Elms Rd Park	16,274.00	16,274.00	2,787.78	13,486.22	17.13
TOTAL EXPENDITURES	577,854.00	577,854.00	67,210.90	510,643.10	
Fund 226 - Garbage Fund:					
TOTAL REVENUES	597,092.00	597,092.00	537,311.19	59,780.81	89.99
TOTAL EXPENDITURES	577,854.00	577,854.00	67,210.90	510,643.10	11.63
NET OF REVENUES & EXPENDITURES	19,238.00	19,238.00	470,100.29	(450,862.29)	
Fund 248 - Downtown Development Fund					
000.000 - General	240,392.00	240,392.00	152,952.58	87,439.42	63.63
728.000 - Economic Development	186,600.00	186,600.00	160,380.15	26,219.85	85.95
TOTAL REVENUES	426,992.00	426,992.00	313,332.73	113,659.27	
000.000 - General	1,722.00	1,722.00	1,590.30	131.70	92.35
173.000 - DDA Administration	21,100.00	21,100.00	115.25	20,984.75	0.55

GL NUMBER	2026-27 ORIGINAL BUDGET	2026-27 AMENDED BUDGET	YTD BALANCE 08/31/2026	AVAILABLE BALANCE	% BDGT USED
728.000 - Economic Development	118,873.00	118,873.00	1,125.47	117,747.53	0.95
728.002 - Streetscape	310,102.00	310,102.00	189,855.00	120,247.00	61.22
728.003 - Facade Program	20,000.00	20,000.00	0.00	20,000.00	0.00
728.004 - Family Movie Night	6,000.00	6,000.00	2,642.50	3,357.50	44.04
TOTAL EXPENDITURES	477,797.00	477,797.00	195,328.52	282,468.48	
Fund 248 - Downtown Development Fund:					
TOTAL REVENUES	426,992.00	426,992.00	313,332.73	113,659.27	73.38
TOTAL EXPENDITURES	477,797.00	477,797.00	195,328.52	282,468.48	40.88
NET OF REVENUES & EXPENDITURES	(50,805.00)	(50,805.00)	118,004.21	(168,809.21)	
Fund 401 - Capital Project Fund					
000.000 - General	16.00	16.00	1.23	14.77	7.69
931.000 - Transfers IN	47,500.00	47,500.00	0.00	47,500.00	0.00
TOTAL REVENUES	47,516.00	47,516.00	1.23	47,514.77	
265.000 - Facilities - City Hall	24,000.00	24,000.00	0.00	24,000.00	0.00
TOTAL EXPENDITURES	24,000.00	24,000.00	0.00	24,000.00	
Fund 401 - Capital Project Fund:					
TOTAL REVENUES	47,516.00	47,516.00	1.23	47,514.77	0.00
TOTAL EXPENDITURES	24,000.00	24,000.00	0.00	24,000.00	0.00
NET OF REVENUES & EXPENDITURES	23,516.00	23,516.00	1.23	23,514.77	
Fund 402 - Fire Equip Replacement Fund					
000.000 - General	9,200.00	9,200.00	1,154.61	8,045.39	12.55
931.000 - Transfers IN	155,000.00	155,000.00	0.00	155,000.00	0.00
TOTAL REVENUES	164,200.00	164,200.00	1,154.61	163,045.39	
Fund 402 - Fire Equip Replacement Fund:					
TOTAL REVENUES	164,200.00	164,200.00	1,154.61	163,045.39	0.70
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES	164,200.00	164,200.00	1,154.61	163,045.39	
Fund 590 - Sanitary Sewer Fund					
000.000 - General	75,000.00	75,000.00	9,221.58	65,778.42	12.30
536.000 - Sewer System	1,366,850.00	1,366,850.00	2,971.06	1,363,878.94	0.22
TOTAL REVENUES	1,441,850.00	1,441,850.00	12,192.64	1,429,657.36	
101.000 - Council	10,407.00	10,407.00	3,224.91	7,182.09	30.99

GL NUMBER	2026-27 ORIGINAL BUDGET	2026-27 AMENDED BUDGET	YTD BALANCE 08/31/2026	AVAILABLE BALANCE	% BDGT USED
172.000 - Executive	44,146.00	44,146.00	8,048.55	36,097.45	18.23
215.000 - Administration and Clerk	18,959.00	18,959.00	2,602.52	16,356.48	13.73
228.000 - Information Technology	7,000.00	7,000.00	5,546.40	1,453.60	79.23
253.000 - Treasurer	93,789.00	93,789.00	9,276.26	84,512.74	9.89
265.000 - Facilities - City Hall	27,294.00	27,294.00	2,222.48	25,071.52	8.14
536.000 - Sewer System	1,273,317.00	1,273,317.00	202,476.10	1,070,840.90	15.90
537.000 - Sewer Lift Stations	10,800.00	10,800.00	3,552.92	7,247.08	32.90
542.000 - Read and Bill	66,274.00	66,274.00	10,798.21	55,475.79	16.29
543.401 - Flush & TV Sewers	450,000.00	450,000.00	0.00	450,000.00	0.00
850.000 - Other Functions	3,000.00	3,000.00	0.00	3,000.00	0.00
TOTAL EXPENDITURES	2,004,986.00	2,004,986.00	247,748.35	1,757,237.65	
Fund 590 - Sanitary Sewer Fund:					
TOTAL REVENUES	1,441,850.00	1,441,850.00	12,192.64	1,429,657.36	0.85
TOTAL EXPENDITURES	2,004,986.00	2,004,986.00	247,748.35	1,757,237.65	12.36
NET OF REVENUES & EXPENDITURES	(563,136.00)	(563,136.00)	(235,555.71)	(327,580.29)	
Fund 591 - Water Supply Fund					
000.000 - General	50,000.00	50,000.00	4,727.16	45,272.84	9.45
540.000 - Water System	2,396,750.00	2,396,750.00	6,288.96	2,390,461.04	0.26
TOTAL REVENUES	2,446,750.00	2,446,750.00	11,016.12	2,435,733.88	
101.000 - Council	10,400.00	10,400.00	3,225.00	7,175.00	31.01
172.000 - Executive	43,883.00	43,883.00	8,070.05	35,812.95	18.39
215.000 - Administration and Clerk	19,559.00	19,559.00	2,602.47	16,956.53	13.31
228.000 - Information Technology	6,000.00	6,000.00	7,447.48	(1,447.48)	124.12
253.000 - Treasurer	109,800.00	109,800.00	7,651.95	102,148.05	6.97
265.000 - Facilities - City Hall	27,156.00	27,156.00	2,222.49	24,933.51	8.18
540.000 - Water System	2,237,211.00	2,237,211.00	326,933.66	1,910,277.34	14.61
542.000 - Read and Bill	55,591.00	55,591.00	9,150.62	46,440.38	16.46

GL NUMBER	2026-27 ORIGINAL BUDGET	2026-27 AMENDED BUDGET	YTD BALANCE 08/31/2026	AVAILABLE BALANCE	% BDGT USED
850.000 - Other Functions	8,000.00	8,000.00	0.00	8,000.00	0.00
905.000 - Debt Service	339,575.00	339,575.00	0.00	339,575.00	0.00
TOTAL EXPENDITURES	2,857,175.00	2,857,175.00	367,303.72	2,489,871.28	
Fund 591 - Water Supply Fund:					
TOTAL REVENUES	2,446,750.00	2,446,750.00	11,016.12	2,435,733.88	0.45
TOTAL EXPENDITURES	2,857,175.00	2,857,175.00	367,303.72	2,489,871.28	12.86
NET OF REVENUES & EXPENDITURES	(410,425.00)	(410,425.00)	(356,287.60)	(54,137.40)	
Fund 661 - Motor Pool Fund					
000.000 - General	280,600.00	280,600.00	66,893.36	213,706.64	23.84
TOTAL REVENUES	280,600.00	280,600.00	66,893.36	213,706.64	
172.000 - Executive	10,930.00	10,930.00	13,014.00	(2,084.00)	119.07
228.000 - Information Technology	800.00	800.00	2,460.22	(1,660.22)	307.53
253.000 - Treasurer	1,183.00	1,183.00	188.31	994.69	15.92
265.100 - Facilities - City Garage	335,793.00	335,793.00	169,616.61	166,176.39	50.51
850.000 - Other Functions	3,000.00	3,000.00	0.00	3,000.00	0.00
TOTAL EXPENDITURES	351,706.00	351,706.00	185,279.14	166,426.86	
Fund 661 - Motor Pool Fund:					
TOTAL REVENUES	280,600.00	280,600.00	66,893.36	213,706.64	23.84
TOTAL EXPENDITURES	351,706.00	351,706.00	185,279.14	166,426.86	52.68
NET OF REVENUES & EXPENDITURES	(71,106.00)	(71,106.00)	(118,385.78)	47,279.78	
TOTAL REVENUES - ALL FUNDS	10,861,556.00	10,861,556.00	2,936,388.19	7,925,167.81	27.03
TOTAL EXPENDITURES - ALL FUNDS	11,615,584.00	11,615,584.00	1,767,720.90	9,847,863.10	15.22
NET OF REVENUES & EXPENDITURES	(754,028.00)	(754,028.00)	1,168,667.29	(1,922,695.29)	

09/09/2026 CHECK REGISTER FOR CITY OF SWARTZ CREEK
CHECK DATE FROM 08/01/2026 - 08/31/2026

Check Date	Check	Vendor Name	Description	Amount
Bank DORT DORT FINANCIAL CREDIT UNION				
08/11/2026	35(E)	RICK CLOLINGER	RICK CLOLINGER RETIREE MEDICAL REINBURS	828.40
08/11/2026	36(E)	VISUAL EDGE IT	CONTRACT DATES - 7/22/26 - 8/22/26	282.38
08/11/2026	37(E)	ERC-LED, LLC	EXCESS BENEFIT PAYMENT 2026	1,149.08
08/11/2026	11583	ABSOLUTE TREE REMOVAL	CITY HALL TREES REMOVED AND 1 TREE AND S	1,100.00
08/11/2026	11584	ACTION TRAFFIC MAINTENANCE INC	7400 MILLER RD	3,900.00
			WADE & THIRD STREET	4,193.75
				8,093.75
08/11/2026	11585	ADS PLUS PRINTING LLC	BUSINESS CARDS DAVID KRUEGER	36.00
08/11/2026	11586	AMAZING MIKE MAGIC SHOWS	MAGIC SHOW FOR MOVIE NIGHT 7.24.26	250.00
08/11/2026	11587	JASON BOYD	BOYDS LAWN & LANDSCAPING 7/29/26	1,000.00
			BOYDS LAWN & LANDSCAPING 8/5/26	1,300.00
				2,300.00
08/11/2026	11588	CHASE CARD SERVICES	MONTHLY STATEMENT JULY 2026	7,148.93
08/11/2026	11589	COFFIELD OIL COMPANY INC	REC- GAS	101.30
08/11/2026	11590	CONSUMERS ENERGY	8083 CIVIC DR	747.57
08/11/2026	11591	CONSUMERS ENERGY	SIRENS TRAFFIC LIGHTS 1997	73.46
08/11/2026	11592	CONSUMERS ENERGY	TRAFFIC LIGHTS 1781	573.32
08/11/2026	11593	CONSUMERS ENERGY	5033 HOLLAND DR	110.47
08/11/2026	11594	CONSUMERS ENERGY	6425 MILLER PARK & RIDE	71.45
08/11/2026	11595	CONSUMERS ENERGY	4125 ELMS RD 4353	53.38
08/11/2026	11596	CONSUMERS ENERGY	4125 ELMS RD PAVILION 4437	34.51
08/11/2026	11597	CONSUMERS ENERGY	8011 MILLER RD	34.51
08/11/2026	11598	CONSUMERS ENERGY	5121 MORRISH RD	390.97
08/11/2026	11599	CONSUMERS ENERGY	8095 CIVIC DR	1,060.39
08/11/2026	11600	CONSUMERS ENERGY	5361 WINSHALL DR #2 RESTRMS 9987	38.49
08/11/2026	11601	CONSUMERS ENERGY	5361 WINSHALL DR 8369	66.90
08/11/2026	11602	CONSUMERS ENERGY	5257 WINSHALL DR	30.09
08/11/2026	11603	CONSUMERS ENERGY	8499 MILLER RD	65.85
08/11/2026	11604	CONSUMERS ENERGY	8059 FORTINO DR	67.95
08/11/2026	11605	CONSUMERS ENERGY	4510 MORRISH RD	81.30
08/11/2026	11606	CONSUMERS ENERGY	5015 HOLLAND DR LOT LIGHTS	39.83
08/11/2026	11607	CONSUMERS ENERGY	5441 WHITNEY CT PAVILLION	30.09
08/11/2026	11608	CONSUMERS ENERGY	8100 CIVIC DR	1,532.41
08/11/2026	11609	CONSUMERS ENERGY	8301 CAPPY LN	344.18
08/11/2026	11610	CONSUMERS ENERGY	5361 WINSHALL DR NP	34.60
08/11/2026	11611	CONSUMERS ENERGY	9099 MILLER RD	61.79
08/11/2026	11612	CONSUMERS ENERGY	48473 LED LIGHT RD WORCHESTER/CHESTERFIE	7,936.72
08/11/2026	11613	CONSUMERS ENERGY	4524 MORRISH RD	83.62
08/11/2026	11614	CONSUMERS ENERGY	STREET LIGHTS 1294	2,986.88
08/11/2026	11615	CONSUMERS ENERGY	ELMS PARKING LOT AREA LIGHTS 2300	52.22
08/11/2026	11616	CORALENE BLOSS	RETRO ADJUSTMENT FOR 5/26 FOR MONTH OF J	21.28
08/11/2026	11617	DISPLAY SALES COMPANY	14 IN RED VELOUR BOWS @ 12.48	734.00

			CUSTOM BANNERS (30)	2,016.00
				2,750.00
08/11/2026	11618	DLZ MICHIGAN INC	1000 GIS UPGRADES THRU 6/30/26	1,497.50
			SANITARY SEWER HYDRAULIC CAPACITY ASSESS	671.00
			FOG PROGRAM ADMIN/ MISC CONSULTING SERVI	3,550.00
				5,718.50
08/11/2026	11619	DORNBOS SIGN & SAFETY INC	10 FIRE HYDRANT W/ARROW SIGNS	168.66
08/11/2026	11620	FIDELITY SECURITY LIFE INSUR/EYEMED	RETIREE VISION AUGUST 2026	30.76
08/11/2026	11621	FAMILY FARM AND HOME INC	MONTHLY INVOICES JULY 2026	342.80
08/11/2026	11622	FLEX ADMINISTRATORS	MONTHLY FSA ADMIN FEE THRU 07/1/26 - 7/3	40.00
08/11/2026	11623	FLINT WELDING SUPPLY	CYLINDER COMPRESSED OXYGEN (3) @ 6.50 JU	20.25
08/11/2026	11624	GENESEE CTY DRAIN COMMISSIONER	2/25-3/25/26 MARCH 2026 BULK WATER- WA	102,912.70
08/11/2026	11625	GILL ROYS HARDWARE	JULY 2026 INVOICES LESS DISCOUNT	316.21
08/11/2026	11626	HACH	CHEMKEY 25 PIECE FREE CHLORINE	347.75
08/11/2026	11627	HYDRO DESIGNS INC	CROSS CONNECTION PROGRAM FY2026 JULY-JAN	1,379.85
			CROSS CONNECTION PROGRAM FY2026 JULY-JAN	371.28
				1,751.13
08/11/2026	11628	J W MORGAN CONSTRUCTION LLC	HOLLAND SQUARE STREETScape	77,807.00
08/11/2026	11629	JAY'S SEPTIC TANK SERVICE	PORT-A-JON RENTAL ABRAMS PARK 7/28-26 -	260.00
			PORT-A-JON RENTAL ELMS RD PARK 7/24/26	540.00
				800.00
08/11/2026	11630	JOSEPH CLARK	JOE CLARK CLOTHING ALLOWANCE AMAZON	96.43
08/11/2026	11631	KLEE MFG & DIST	(2) FLAGS FOR CIVIC DRIVE	210.00
08/11/2026	11632	LEGACY ASSESSING SERVICES INC	ASSESSING SERVICES FROM 9/1/25 - 8/31/26	2,975.64
08/11/2026	11633	LUCKY DUCTS HEATING AND COOLING LLC	FURNACE CONTRIL BOARD REPLACE @ CITY HAL	885.00
08/11/2026	11634	METRO POLICE AUTH OF GENESEE COUNTY	SEPT 25 - DEC 25 & FEB 26 - JUNE 26	9,387.13
08/11/2026	11635	MICHIGAN PIPE AND VALVE	1040 H ADJ RING 4"	409.44
			6 ADJUSTING RING CONCRETE W/ SANIT BOLT	380.00
				789.44
08/11/2026	11636	MOLLY MAID OF METAMORA LLC	CLEANING CITY HALL 7/31/26 @191	191.00
08/11/2026	11637	OHM ADVISORS	ELMS ROAD REHAB PE SERVICES RENDERED THR	7,034.54
			CAGE FIELDHOUSE CONSTRUCTION OVERSIGHT	214.00
			DON SHENK RD CAPPY LANE AND WATER MAIN P	2,977.00
			ONGOING PLANNING AND ECONOMIC DEVELOPMEN	2,625.00
			WATER SYSTEM GENERAL PLAN	1,490.50
			2026 CITY WIDE SOIL BORINGS	31,970.25
				46,311.29

08/11/2026	11638	PITNEY BOWES INC.	LEASING CONTRACT THRU 5/30/26 - 8/30/26	165.54
08/11/2026	11639	PITNEY BOWES INC.	JULY 2026 STATEMENT	1,998.90
08/11/2026	11640	PRIORITY WASTE LLC	PRIORITY WASTE JULY 1 2025 - JUNE 30 20	33,561.00
08/11/2026	11641	SWARTZ CREEK MASONIC TEMPLE	ELMS RD PAVILION #1 REFUND FOR 7/25/26	200.00
08/11/2026	11642	FELECIA BRADFORD	ELMS RD PAVILION REFUND #1 ON 8/1/26	200.00
08/11/2026	11643	CERONE NEELY	ELMS RD PAVILION REFUND #4 ON 8/1/26	200.00
08/11/2026	11644	MICHAEL JARVIS	ELMS RD PAVILION REFUND #2 ON 8/1/26	200.00
08/11/2026	11645	KELLY JUSTIN WHITE	ABRAMS PAVILION REFUND #1 ON 7/11/26	200.00
08/11/2026	11646	CHIANTE RICHMOND	ELMD RD PAVILION 34 REFUND FOR 7/19/26	200.00
08/11/2026	11647	PAMELA HARRIS	ELMS PAVILION REFUND #3 ON 8/8/26	200.00
08/11/2026	11648	PATRICIA MORROW	ELMS RD PAVILION #1 REFUND ON 8/8/26	200.00
08/11/2026	11649	KAREN NICHOLS	ELMS RD PAVILION REFUND #2 ON 8/8/26	200.00
08/11/2026	11650	RONDA RUTLEDGE-COLE	ABRAMS PAVILION #2 REFUND ON 8/8/26	200.00
08/11/2026	11651	FORBES, GEORGE & GAYLE BACHMAN	2026 Sum Tax Refund 58-36-651-026	1,033.19
08/11/2026	11652	TRANSNATION TITLE AGENCY	TAX OVERPAYMENT	114.29
08/11/2026	11653	DONOVAN & MARGUERITE ROSS	TAX OVERPAYMENT 58-25-576-007	5.00
08/11/2026	11654	RICHARD BROTEMARKLE	OVERPAYMENT 58-35-776-056	0.81
08/11/2026	11655	PATRICIA & ROBERT AUSTIN	TAX OVER PAYMENT 58-36-676-064	3.00
08/11/2026	11656	LEONA PETTIT	OVER PAYMENT 58-36-651-041	20.00
08/11/2026	11657	THOMAS CHENEY	TAX OVERPAYMENT 58-35-776-076	0.72
08/11/2026	11658	BIO-SERV CORPORATION	PEST CONTROL - CITY HALL/LIBRARY-SR CTR	160.00
08/11/2026	11659	SELF SERVE LUMBER CO.	(6) 1X4X12 #2 PINE BOARD FOR PUBLIC SAFT SHINGLES FOR ABRAMNS PARK & BOARD FOR PU	57.54 40.98
				<u>98.52</u>
08/11/2026	11660	SPECTRUM PRINTERS INC	VOTE TEST DECK NOVEMBER 2024 ELECTION 4	434.94
08/11/2026	11661	STAPLES	COPY PAPER BROTHER INK	406.10
08/11/2026	11662	STATE OF MICHIGAN	MCAT CERT FOR JASON BELLANT	150.00
08/11/2026	11663	STATE OF MICHIGAN-DEQ WTR	DRINKING WATER LAB 7/7/26 OAKVIEW, DRAG	96.00
08/11/2026	11664	SUPER FLITE OIL CO INC	FUEL - DPW JULY 2026	1,851.98
08/11/2026	11665	SWANK MOTION PICTURE INC.	MOVIE 8/7/26 ZOOTOPIA	680.00
08/11/2026	11666	SWARTZ CREEK AREA FIRE DEPT.	MONTHLY RUNS FIRE & EMS JUNE 2026	3,843.19
08/11/2026	11667	THE DUNK TANK	DUNK TANK SERVICES ON JULY 24, 2026 FOR	405.00
08/11/2026	11668	MTECH	2024 FORD F-550 4X4 ALUMINUM BODY AERIA	159,900.00
08/11/2026	11669	JAMS MEDIA LLC	ORD 473 LEGALS BOXED AFFIDAV FEE & ORD 4	1,169.50
08/11/2026	11670	WILLYGOAT LLC	RHYTHM GROUP OF THREE - NEUTRAL	4,800.00
08/11/2026	11671	J W MORGAN CONSTRUCTION LLC	HOLLAND SQUARE STREETScape	31,523.00
08/17/2026	11672	CHARTER TOWNSHIP OF MUNDY	ECONOMIC DEV SVS JAN 2026 - MARCH 2026	8,610.95
08/17/2026	11673	J W MORGAN CONSTRUCTION LLC	HOLLAND SQUARE STREETScape	75,725.00
08/17/2026	11674	SWARTZ CREEK AREA SENIOR CITZ.	CDGB NOVEMBER 2025 CDBG GRANT DECEMBER 2026	1,837.50 1,485.50
				<u>3,323.00</u>
08/19/2026	11675	ADS PLUS PRINTING LLC	PURCHASE ORDER PAPER	122.50
08/19/2026	11676	AMAZING MIKE MAGIC SHOWS	MAGIC SHOW FOR MOVIE NIGHT 7.24.26	250.00
08/19/2026	11677	JASON BOYD	BOYDS LAWN & LANDSCAPING 8/12/26 W/2 AFF BOYDS LAWN & LANDSCAPING 8/18/26	1,060.00 1,300.00
				<u>2,360.00</u>

08/19/2026	11678	BS & A SOFTWARE	CONTRACT FEE FOR MAY 1, 2026 - MAY 1 202	18,000.00
08/19/2026	11679	CONSUMERS ENERGY	4484 MORRISH RD	57.51
08/19/2026	11680	CONSUMERS ENERGY	LAND RENTS/LEASE-M152637GEN-E	25.00
08/19/2026	11681	GCGC	FALL 2026 GCGC MEETING SEPTEMBER 17 T	15.00
08/19/2026	11682	GEN CTY ROAD COMMISSION	SIGNAL MTCE & OPERATIONS @ MIL & MORR/ D	790.84
08/19/2026	11683	GENESEE CTY DRAIN COMMISSIONER	6/25/26 - 7/29/26 JULY 2026 BULK WATE	160,514.82
08/19/2026	11684	LYNN BURKLEY	DECALS FOR BUCKET TRUCK 7/26	260.00
08/19/2026	11685	LVT SYSTEMS INC	OUTDOOR THEATER EQUIPMENT REPAIR 948 PRE	319.00
08/19/2026	11686	METRO POLICE AUTH OF GENESEE COUNTY	JULY 2026 ORD AND FINES	824.34
08/19/2026	11687	MIDLAND COUNTY	ASSESSING CLASS ADAM	25.00
08/19/2026	11688	MOLLY MAID OF METAMORA LLC	CLEANING CITY HALL 7/31/26 @191	191.00
08/19/2026	11689	AMY NICHOLS	MILLAGE FOR TREASURES CONFERENCE	171.10
08/19/2026	11690	BFT LP	PET WASTE BAGGIES (4)	320.00
08/19/2026	11691	JAMES PATRENA	ELMS RD PAVILION #1 REFUND 8/2/26	200.00
08/19/2026	11692	BONNIE ALFARO	ELMS RD PAVILION #2 REFUND 8/15/26	200.00
08/19/2026	11693	MARQUITA COLLINS	ELMS RD PAVILION #4 REFUND 8/15/26	200.00
08/19/2026	11694	SIMEN FIGURA & PARKER PLC	MONTHLY INVOICE JULY 2026	4,849.75
08/19/2026	11695	SIVYER, CAITLIN	UB refund for account: 0000161900	11.31
08/19/2026	11696	VC3 INC	SSL CERTIFICATE RENEWAL STANDARD ONE YEA	150.00
			MICROSOFT BUSNS STANDARD/EXCHANGE ONLINE	402.31
				<u>552.31</u>

DORT TOTALS:

Total of 117 Checks:	814,104.87
Less 0 Void Checks:	<u>0.00</u>
Total of 117 Disbursements:	814,104.87

August 2026 Fuel Report	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	27477	28102	625	53.6	
#12-02 DUMP diesel	35469				
#21 WOOD CHIPPER diesel	2729	2748	19		28.3
#9-07 STREET SWEEPER diesel	21580				
# 5-26 STREET SWEEPER diesel	29352.4				
#5-18 KUBOTA (hours)	1602				
#1-20 4WD P/U diesel	10524	10595	71		25.5
#12-25 KUBOTA (hours)	71.8	481.5	409.7		7.5
#10-18 4WD P/U diesel	50901	51348	447		38.5
#8-22 CASE BACKHOE	574	592	18		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	9253	9727	474	56.8	
3-26 Truck	797	1302	505	60.3	
4-26 Truck	1214	1655	441	57.9	
9-24 Truck	10075	10513	438	42	
5-25 Tractor	11.73				
TOTAL			3447.7	270.6	128.8

City of Swartz Creek

Building Permit List

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee		Location	Type of Construction
Building								
PB2600079	08/10/26	Foundation Systems of Michiga	(734) 838 3895	58-36-552-010	\$18,000	\$281.00	7550 MILLER RD	48473-Com Add/Alter/Repair
PB2600078	08/04/26	FORTINO, DAVID M	(810) 569 5716	58-36-551-002	\$120,337	\$1,186.50	4473 MORRISH RD	48473-Pole Barn
PB2600071	08/26/26	Sky Energy Home Solutions	(206) 813 9171	58-30-651-013	\$9,800	\$390.00	6328 AUGUSTA ST	48473-Res Add/Alter/Repair
PB2600082	08/17/26	SWANK BUILDERS INC		58-35-576-007	\$131,500	\$1,883.00	4394 MORRISH RD	48473-Res Add/Alter/Repair
PB2600036	08/10/26	A.R.S. Construction Company I	(810) 639 1029	58-36-676-026	\$14,900	\$100.00	7264 MAPLECREST CIR	48473-Roofing
PB2600080	08/17/26	Window Nation	(860) 952 4112	58-02-526-061	\$14,922	\$260.00	8247 MILLER RD	48473-Window Replacement
Total:		6 Permits	Value: \$309,459		Fee Total: \$4,100.50		Total Number of Dwelling Units	0
Electrical								
PE2600027	08/03/26	Morning Star Electric	(810) 397 7225	58-02-529-017	\$0	\$384.00	5012 HOLLAND DR	48473-Electrical
PE2600028	08/06/26	Van Wert Electric LLC	(810) 659 8516	58-36-676-021	\$0	\$200.00	4289 MAYA LN	48473-Electrical
Total:		2 Permits	Value: \$0		Fee Total: \$584.00		Total Number of Dwelling Units	0
Mechanical								
PM260039	08/10/26	Staley's Plbg & Htg, Inc.	(810) 659 5572	58-36-676-021	\$0	\$210.00	4289 MAYA LN	48473-Mechanical
PM260040	08/26/26	Goyette Mechanical	(810) 742 8530	58-36-300-009	\$0	\$245.00	7400 MILLER RD	48473-Mechanical
Total:		2 Permits	Value: \$0		Fee Total: \$455.00		Total Number of Dwelling Units	0
Plumbing								
PP260013	08/10/26	Foundation Systems of Michiga	(734) 838 3895	58-36-552-010	\$0	\$300.00	7550 MILLER RD	48473-Plumbing

City of Swartz Creek

Building Permit List

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee		Location	Type of Construction
PP260014	08/11/26	Mike Foskett Plumbing & Heati	(810) 691 4367	58-36-651-069	\$0	\$194.00	4430 SPRINGBROOK DR	484731 Plumbing
PP260015	08/12/26	Ballard Plbg Co	(810) 691 9077	58-03-200-003	\$0	\$184.00	9061 MILLER RD	48473 Plumbing
Total:		3 Permits	Value: \$0		Fee Total:		\$678.00	Total Number of Dwelling Units 0

Right of Way

PROW-0374	08/25/26	Wenzlick Patio and Awning Inc	(810) 659 1674	58-36-676-038	\$0	\$100.00	4379 MAYA LN	48473- Right of way
Total:		1 Permits	Value: \$0		Fee Total:		\$100.00	Total Number of Dwelling Units 0

Permit Total: 14 **Value: \$309,459** **Fee Total: \$5,917.50**

Permit.DateIssued Between 8/1/2026 12:00:00
AM AND 8/31/2026 11:59:59 PM

Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
5403 WINSHALL DR	58-03-580-010	Status	08/03/2026	08/03/2026	Complied
6104 MILLER RD	58-31-526-008	Status	08/03/2026	08/03/2026	No Change
5006 FORD ST	58-02-528-011	Status	08/04/2026	08/04/2026	Complied
5014 FORD ST	58-02-528-012	Status	08/04/2026	08/04/2026	Complied
4126 ELMS RD	58-36-526-020	Status	08/04/2026	08/04/2026	Complied
4441 SPRINGBROOK DR	58-36-651-079	Final	08/04/2026	08/05/2026	Approved
4442 SPRINGBROOK DR	58-36-651-071	Final	08/04/2026	08/05/2026	Approved
4440 SPRINGBROOK DR	58-36-651-070	Final	08/04/2026	08/05/2026	Approved
5012 HOLLAND DR	58-02-529-017	Underground	08/04/2026	08/04/2026	Approved
8095 CIVIC DR	58-35-576-058	Footing	08/04/2026	08/04/2026	Partially Approv
9071 LUEA LN	58-03-626-048	Follow Up	08/05/2026	08/05/2026	Complied
7484 WADE ST	58-01-502-047	Ordinance	08/06/2026		
7459 WADE ST	58-01-502-096	Ordinance	08/06/2026		
8151 MILLER RD	58-02-527-004	Final	08/06/2026	08/06/2026	Approved
5345 GREENLEAF DR	58-03-533-101	Final	08/06/2026	08/06/2026	Approved
5345 GREENLEAF DR	58-03-533-101	Final	08/06/2026	08/06/2026	Approved
4289 MAYA LN	58-36-676-021	Final	08/10/2026	08/10/2026	Approved
8132 INGALLS ST	58-02-200-003	Insulation	08/10/2026	08/10/2026	Approved
1 DRAGON DR	58-02-100-006	Final	08/11/2026	08/11/2026	Approved
5123 WINSTON DR	58-02-501-097	Follow Up	08/12/2026	08/12/2026	Complied
5122 MC LAIN ST	58-02-526-046	Follow Up	08/12/2026	08/13/2026	Complied
5094 FAIRCHILD ST	58-02-526-080	Follow Up	08/12/2026	08/12/2026	Complied
8230 CRAPO ST	58-02-200-036	Final	08/12/2026	08/12/2026	Approved
9061 MILLER RD	58-03-200-003	Final	08/12/2026	08/12/2026	Approved
5316 DON SHENK DR	58-02-552-008	Final	08/13/2026	08/18/2026	Approved
8024 MILLER RD	58-35-576-043	Letter	08/13/2026	08/13/2026	Violation(s)
8397 CAPPY LN	58-02-503-047	Initial	08/13/2026	08/13/2026	Complied
1 DRAGON DR	58-02-100-006	Final	08/13/2026	08/18/2026	Partially Approv
1 DRAGON DR	58-02-100-006	Final	08/13/2026	08/13/2026	Partially Approv
1 DRAGON DR	58-02-100-006	Final	08/13/2026	08/13/2026	Approved
6280 AUGUSTA ST	58-30-651-021	Final	08/13/2026	08/18/2026	Approved
5099 MORRISH RD	58-01-502-104	Status	08/17/2026	08/17/2026	Partially Complie
8033 INGALLS ST	58-02-529-023	Status	08/18/2026	08/24/2026	Partially Complie
3431 HERITAGE BLVD	58-30-651-061	Status	08/18/2026	08/24/2026	Complied
6103 MILLER RD	58-31-527-004	Ordinance	08/18/2026	08/24/2026	Partially Complie
8070 MAPLE ST	58-02-530-032	Ordinance	08/18/2026	08/24/2026	Partially Complie

Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
6509 BRISTOL RD	58-31-501-007	Ordinance	08/18/2026	08/24/2026	Partially Complic
5123 MORRISH RD	58-01-100-021	Status	08/18/2026	08/24/2026	Partially Complic
9182 YOUNG DR	58-03-531-153	Site Inspection	08/18/2026	08/24/2026	Partially Complic
8089 MILLER RD	58-02-529-027	Site Inspection	08/18/2026	08/24/2026	Complied
8230 CRAPO ST	58-02-200-036	Final	08/18/2026	08/18/2026	Approved
7550 MILLER RD	58-36-552-010	Rough	08/18/2026	08/19/2026	Approved
7550 MILLER RD	58-36-552-010	Rough	08/18/2026	08/18/2026	Approved
5166 DURWOOD DR	58-03-533-145	Final	08/18/2026	08/18/2026	Approved
5154 DAVAL DR	58-03-532-026	Final	08/18/2026	08/18/2026	Approved
6449 BRISTOL RD	58-31-100-004	Footing	08/18/2026	08/19/2026	Approved
5027 FAIRCHILD ST	58-02-526-065	Final	08/18/2026	08/18/2026	Approved
5012 HOLLAND DR	58-02-529-017	Final	08/18/2026	08/19/2026	Approved
5288 WINSHALL DR	58-02-553-013	Initial	08/18/2026	08/18/2026	Violation(s)
6104 MILLER RD	58-31-526-008	Status	08/19/2026	08/19/2026	Complied
9056 CHESTERFIELD DR	58-03-526-006	Final	08/19/2026	08/19/2026	Approved
7550 MILLER RD	58-36-552-010	Rough	08/19/2026	08/19/2026	Canceled
4534 RAUBINGER RD	58-01-501-014	Final-Apts 1,2,3,5,7,9	08/19/2026	08/19/2026	Approved
8230 CRAPO ST	58-02-200-036	Final	08/20/2026	08/20/2026	Partially Approv
9048 CHESTERFIELD DR	58-03-526-005	Initial	08/21/2026	08/21/2026	Violation(s)
4473 MORRISH RD	58-36-551-002	Post Hole	08/25/2026	08/25/2026	Approved
8230 CRAPO ST	58-02-200-036	Final	08/25/2026	08/25/2026	Approved
5130 HELMSLEY DR	58-03-528-010	Final	08/25/2026	08/25/2026	Approved
7550 MILLER RD	58-36-552-010	Final	08/25/2026	08/19/2026	Canceled
9061 MILLER RD	58-03-200-003	Final	08/25/2026	08/25/2026	Approved
4394 MORRISH RD	58-35-576-007	Trench Footing	08/25/2026	08/25/2026	Approved
9061 MILLER RD	58-03-200-003	Final	08/26/2026	08/27/2026	Approved
4534 RAUBINGER RD	58-01-501-014	Final-Apt 1, 2, 5, & 1	08/27/2026	08/27/2026	Approved
6328 AUGUSTA ST	58-30-651-013	Final	08/31/2026	09/01/2026	Disapproved
8231 MILLER RD	58-02-526-031	Initial	08/31/2026	08/31/2026	Violation(s)

Inspections: 65

Population: All Records

Inspection.DateTimeScheduled Between 8/1/2026 12:00:00 AM AND 8/31/2026 11:59:59 PM

Certificates With Inspections

09/01/2026

Certificate Number	Address	Date Applied	Since	Issued	Last Inspection	Expires	Status
CR260045	7442 GROVE ST	08/06/2026	08/06/2026	08/06/2026		08/06/2029	Suspended
Initial	KBROWN	Robert Lloyd	Scheduled				
CR260046	7455 WADE ST	08/17/2026	08/17/2026	08/17/2026		08/17/2029	Suspended
Initial	JKEY	Robert Lloyd	Scheduled				
CR260047	5170 MORRISH RD	08/17/2026	08/17/2026	08/17/2026		08/17/2029	Suspended
Initial	JKEY	Robert Lloyd	Scheduled				

Population: All Records

Record Count: 3

Certificate.DateIssued Between 8/1/2026 12:00:00 AM
AND 8/31/2026 11:59:59 PM

Enforcements By Category

09/01/26

BLIGHT

Enforcement Number	Address	Status	Filed	Closed
E26-162	9182 YOUNG DR	Inspection Pending	08/17/26	
Total Entries: 1				

PARKING

Enforcement Number	Address	Status	Filed	Closed
E26-163	8089 MILLER RD	Closed	08/17/26	08/24/26
Total Entries: 1				

SP NON-COMPLIANCE

Enforcement Number	Address	Status	Filed	Closed
E26-160	8024 MILLER RD	Violation	08/13/26	
Total Entries: 1				

WEED COMPLAINT

Enforcement Number	Address	Status	Filed	Closed
E26-159	7459 WADE ST	Closed	08/12/26	08/24/26
E26-175	5160 DON SHENK DR	Closed	08/18/26	08/24/26
E26-164	WADE ST	Inspection Pending	08/18/26	
E26-173	5429 WINSHALL DR	Inspection Pending	08/18/26	
E26-174	5256 DON SHENK DR	Closed	08/18/26	08/24/26
E26-171	8032 INGALLS ST	Inspection Pending	08/18/26	
E26-158	7484 WADE ST	Inspection Pending	08/12/26	
E26-165	5170 MORRISH RD	Inspection Pending	08/18/26	
E26-170	5123 MORRISH RD	Inspection Pending	08/18/26	
E26-166	7335 BRISTOL RD	Closed	08/18/26	08/24/26
E26-168	3415 ELMS RD	Closed	08/18/26	08/24/26

Enforcements By Category

09/01/26

E26-172	8083 INGALLS ST	Closed	08/18/26	08/24/26
E26-167	3365 ELMS RD	Inspection Pending	08/18/26	
E26-169	6257 BRISTOL RD	Inspection Pending	08/18/26	
E26-176	5359 WORCHESTER DR	Closed	08/18/26	08/24/26
Total Entries: 15				

Total Records: 18

Population: All Records
Enforcement.DateFiled Between 8/1/2026 12:00:00 AM AND 8/31/2026 11:59:59 PM

Metro Police Authority Offense Summary

For Swartz Creek

Occurred 8/1/2026 - 8/31/2026

Offense	Total Offenses
1313 - 13001 - Assault and Battery/Simple Assault	2
2202 - 22001 - Burglary - Forced Entry - Residence (Including Home Invasion)	1
2404 - 24001 - Vehicle Theft	1
2701 - 27000 - Embezzlement - Business Property	1
2901 - 29000 - Damage to Property - Business Property	1
2902 - 29000 - Damage to Property - Private Property	1
2999 - 29000 - Damage to Property (other)	1
5213 - 52003 - Weapons, firing of (includes Careless, Reckless, Heedless Use)	1
7070 - 70000 - Runaway	1
8273 - 54003 - Traffic - Driving on Susp/Revoked/Refused License	1
8328 - 54003 - Motor Vehicle Violation	2
9910 - 93001 - Traffic, Non-Criminal - Accident	2
9942 - 98006 - Inspections/Investigations - Family Trouble	1
9943 - 98007 - Inspections/Investigations - Suspicious Situations	2
9944 - 98008 - Inspections/Investigations - Lost and Found Prop	2
9953 - 99008 - Miscellaneous - General Assistance	3
Total	23

**NOTICE OF ADOPTION AND TRANSMISSION OF
MASTER PLAN
MUNDY CHARTER TOWNSHIP, MICHIGAN**

August 20, 2026

The Mundy Charter Township Board of Trustees approved a new Township Master Plan on August 10, 2026. A copy of the adopted plan is available on the Township website. If you would like to request a paper copy, please contact Tara Ford.

Mundy Township thanks you for your cooperation and assistance in our planning process. Please direct any correspondence or questions to:

Tara Ford
Coordinator of Building Department Services
3478 Mundy Avenue
Swartz Creek, MI 48473
810-655-3893
tara.ford@mundytwp-mi.gov



Phone: (810) 635-4464



Fax: (810) 635-2887

City of Swartz Creek Municipal Property Reservation Application

Date of Reservation: 11/21/2026 Reservation location: Holland Square

☒ One time event

☐ Recurring event

Name of Responsible Party: Make a Morning of it LLC // Emma McNally

Address: 1113 Cora Dr Phone: 8106206800

City: flint Zip Code: 48532

Nature of Activity: Coffee Tasting Event Approx. # Attendees 250

Arrival Time: 9am Departure Time: 1pm

Responsible Party Signature: Emma McNally

E-Mail Address: emmajmcnally@gmail.com

☒ Proof of Insurance Provided

Please check all that will be needed

☒ Water

☒ Waste collection

☒ Electricity

☒ Other Services – Specify: Bathrooms if possible. If not, we can provide!

I have received a copy of the Plaza Rules:

Y

IF THERE ARE PROBLEMS DURING THE EVENT CONTACT 911.

City Official _____

Date _____

Please use this page for any additions or details.

Make a Morning Of It is a business built off of the Genesee County coffee loving audience built by me, Emma McNally, on social media. With the viral video series of going to local coffee shops and trying their coffees and teas, the series gets roughly 150,000 monthly viewers on TikTok and has brought 4,000 and counting Michiganders together to follow my page.

Make a Morning Of It has the main goal of allowing locals to try multiple small businesses all in one place, making it simple for them to choose to support local next time. Instead of going to the corporate coffee companies, they will know that they love the coffee from these local coffee shops because they were able to try them for the low cost of attending the event vs paying almost \$10 for a full drink locally with the gamble that you won't like it better than the corporate coffee companies.

When a coffee lover buys a ticket to one of our Make a Morning Of It tasting events, they receive 4 coffee drink tickets (they will exchange one ticket with one of the coffee shops in the tent to try their drink, allowing 4 total drinks for them to try), 2 pastry tickets (same concept as the drink tickets, just for local bakeries), a 5.5oz glass tasting souvenir cup with our logo, and attendance to the event where there will be plenty of coffee shops to explore, bakeries, acoustic live music, as well as some local vendors to check out.

With the success of this video series and many of the great coffee shops I have featured being in my hometown of Swartz Creek, I would love to host our inaugural event in Holland Square. I have connections with many coffee shops throughout the county and with my prebuilt audience, I could not only bring plenty of coffee drinkers to Swartz Creek for this event, but also keep them coming back to our amazing coffee shops in town regularly once they try their amazing drinks all in one place.

Thank you so much for your time, I look forward to hearing back!

CITY OF SWARTZ CREEK
PLAZA AND LOT USAGE GUIDELINES

AUTHORITY. These rules are approved by the city council and enforceable pursuant to the provisions of the Code of Ordinances of the City of Swartz Creek, Michigan.

APPLICABILITY. These rules apply to City of Swartz Creek Plaza, located at 5012 Holland Drive. The city council may apply these rules to other city parking lots and alleys at its discretion.

1. **PARKING.** The plaza shall accommodate day and night parking in accordance with applicable laws when not otherwise designated for an authorized use. The maximum parking duration is 24 hours, with the expectation that vehicle owners/operators can be notified to relocate their vehicle for a reservation within a 24 hour period.
 - 1) No business or individual shall have an ongoing vested interest in the use of parking.
 - 2) Owners and/or operators of vehicles shall comply with city official and/or police officer instructions to relocate the vehicle at any time for any reason.
 - 3) No person shall park or store any motor vehicle during the hours the plaza is reserved or otherwise closed.
 - 4) Members of the police department are hereby authorized to remove any vehicles so parked or stored if notice was given 24 hours prior to said removal in the form of posting the site, official notice upon the vehicle, or recorded interaction with the owner/operator.
 - 5) It shall be unlawful for any person, whether a pedestrian or operating a motor vehicle, to fail to obey any such applicable traffic control sign, notice, signal, lane marking or other device, whether permanent or temporary, unless otherwise directed by a police officer or city personnel conducting city business.
2. **SMOKING.** Smoking, including (e-cig or e-cigarettes), personal vaporizers (PV) or electronic nicotine delivery systems (ENDS), is prohibited in the plaza, unless part of a council approved event.
3. **PROHIBITED USES AND ACTS.** No person shall engage in:
 - 1) *Injuring, removing property.* Willfully mark, deface, disfigure, cut, injure, tamper with, break, displace, or remove any buildings, cables, benches, tables, light poles, trees, public utilities or parts of appurtenances thereof, signs, notices or placards, whether temporary or permanent, monuments, flag poles, stakes, posts, fences or other boundary markers, or other structures or equipment, facilities or property or appurtenances whatsoever, either real or personal.
 - 2) *Fires.* No person shall kindle or build or cause to be kindled or built a fire in any plaza or parking lot except in designated places. In those areas where fires are permissible, such fires must be contained in a receptacle designed for the purpose of holding a fire and must be attended at all times. No person shall set fire to trash, garbage or the contents of trash receptacles at any time.
 - 3) *Pets, animals.* No person shall bring in, cause, or allow any dog, cat or other pets or animals which they own or have permission to control to be brought within the confines of any plaza unless such animal be attached to a leash not to exceed eight feet in length; such leash is to be of sufficient strength to hold such animal in constant check. Disposal of animal waste is required.
 - 4) *Hindering employees.* No person shall interfere with or in any manner hinder any employee of the city while engaged in constructing, maintaining, repairing or caring for plaza property.
 - 5) *Restricted sections of plaza.* No person shall enter upon any area of the plaza where persons are prohibited from going, as indicated by signs, notices or where secured by fences and gates.
 - 6) *Firearms, bow and arrows, fireworks and devices.* No person shall discharge a firearm or firework of any description while in or on plaza property, provided that such prohibition shall not apply to any peace officer while in the exercise of his official duties. No person shall shoot any arrow by the use of a bow, excepting in such areas as shall be specifically designated as areas for the use of bows and arrows. Crossbows, bolts, and similar weapons are also prohibited.
 - 7) *Peace, disorderly conduct.* No person shall make or excite any disturbance or contention on any public grounds. (No person shall use any indecent or obscene language).
 - 8) *Drunkenness, alcoholic liquors.* No person shall enter, be in or remain on public property while under the influence of intoxicants or under the influence of unlawful drugs or controlled substances. It shall be unlawful to bring into or use alcoholic liquors upon plaza property, unless part of a council approved event.
 - 9) *Drinking fountains.* No person shall throw, discharge or otherwise place in the waters or any fountain, wash basin or temporary or permanent toilets any substance, liquid or solid, which may result in water pollution or create a health hazard to the public.

- 10) ***Sleeping.*** No person shall sleep, whether in a vehicle, trailer, tent, hammock or other manner, on public property.
 - 11) ***Dumping.*** No person shall deposit any rubbish, garbage or refuse matter, break glass or bottles in or upon any part of the plaza other than such refuse accumulated from organized and acceptable activities within the plaza, and such refuse must be deposited in receptacles provided for that purpose.
 - 12) ***Posted signs, rules and regulations.*** No person shall willfully disregard posted signs which regulate the days, hours for various activities, or any other signs installed, posted or attached for control, maintenance, safety or any other purpose within the plaza.
 - 13) ***Public meetings, parades.*** No person, organization, club or group shall hold or participate in any parade, drill, exhibition, political meeting, religious meeting, concert, lecture or public entertainment of any kind within the plaza without the express consent and written approval of the city manager.
 - 14) ***Advertisements.*** No person shall post, stencil or otherwise affix any placard, advertisement or notice of any kind upon or to any public property unless related to an approved event.
 - 15) ***Offering articles for sale.*** No person shall carry on any trade or business or sell or display any goods, wares or merchandise in the plaza without permission from the city manager.
 - 16) ***Inflatable play equipment.*** Inflatable play equipment is prohibited unless arrangements are made in advance and a certificate of insurance from the party providing such equipment is filed with the city and includes a rider naming the city as an additionally insured party.
4. **POLICE AND EMPLOYEES.** No person shall resist any police officer or city employee exercising his duty within the plaza area, or fail or refuse to obey any lawful command of any such police officer or employee, or in any way interfere with, hinder or prevent any such police officer or employee from discharging their duty, or in any manner assist or give aid to any person in custody to escape or to attempt to escape from custody, or to rescue or attempt to rescue any person when in such custody.
5. **PLAZA RESERVATIONS.** Applicants may be permitted the use of the plaza, including control during hours the plaza is typically closed to the public, subject to the following conditions:
- 1) Use must be pre-approved by the city council.
 - 2) The organizations' use of the plaza area shall not violate any local or state law nor unreasonably interfere with the use and enjoyment of adjacent areas by others.
 - 3) The organizations shall hold the city harmless from liability for incidents arising out of the organizations' use of the plaza and shall provide evidence of insurance coverage.
 - 4) The city reserves the right to direct where organizations' activities are conducted to minimize interference with the use of adjacent properties and businesses.
 - 5) Fees shall be set by resolution of the city council. Additional fees may be charged for services requested of the city and negotiated in advance, including use of barricades, additional utilities, port-a-johns, etc.
 - 6) In no case will use result in a charge for or prohibition on general access to the plaza by the public unless such charge is approved by the city council in advance.
 - 7) Reservations for annual events can be granted by the city council beginning December 1 of the previous calendar year.
 - 8) All permits shall require the permittee to clean up the plaza after activity has terminated. All applications for permits must give the name, address and phone number of the permittee or the person responsible for the necessary policing thereof.
 - 9) All persons shall honor any special permits issued by the city, for certain areas, days and times, to clubs, organizations, teams or any other groups, provided that such permit is on official forms when presented.
 - 10) Reservations will be given on a first come, first served basis beginning the first business day of each calendar year. Priority for use shall be given to organizations scheduling regular events (e.g. weekly markets) or annual events (e.g. bike races).
- 6) **VENDING.** Vending is permitted on a limited basis after application to the city manager and under the administrative rules that may be set by the city, including a background check and administrative fee.
- 7) **PUBLIC NOTICE.** The public shall be deemed to have been properly notified of the provisions of these rules and regulations upon their publication in a newspaper of general circulation in the city. Signs may be posted to insure substantial compliance with the provisions of these rules and regulations.



Dear Mr. Zettel,

We're excited to announce that Make a Morning of It is planning to host our first Michigan coffee tasting event at Holland Square on November 21st, 2026

We're writing to request sponsorship for this inaugural event from the DDA, in the amount of \$800, to help us offset event expenses and make this community experience possible.

For further clarification, here are the proposed expenses:

Port-a-potty and hand washing station from Kincaid's Septic: \$500

Live music: \$300

Total: \$800

Make a Morning of It is an event experience designed to bring people together over great coffee and highlight local coffee shops. Guests will purchase low-cost tickets to attend and will receive a glass souvenir cup, tasting tickets, and pastry tickets, allowing them to taste coffee and pastries from several participating local coffee shops throughout the event.

Our goal is to create a fun, welcoming event that brings people into downtown Swartz Creek while introducing attendees to local businesses they may not have otherwise visited. We hope this inaugural event will provide an opportunity for the community to gather, support local businesses, and enjoy a unique Michigan experience.

We would be incredibly grateful to have the DDA as our kick-off sponsor for our first event. Your sponsorship would directly help us provide necessary guest amenities and live entertainment while allowing us to create a successful first event for the community under the beautiful new pergola in Holland Square.

Please let me know if I can answer any questions or provide any additional information!

Thank you,

Emma McNally

810-620-6800

emmajmcnally@gmail.com



Social Districts

Introduction

The State of Michigan enacted a new law intended to spur economic activity and provide flexibility for hospitality businesses by enabling the on-site sale and off-site consumption of alcoholic beverages in designated “Social District” areas. On July 1, 2020, Governor Whitmer signed House Bill 5781 into law (MCL 436.1551) creating the “Social District Permit,” which allows local governments to designate a Social District within their jurisdictions. Businesses that are granted a Social District Permit may sell alcoholic liquor (beer, wine, mixed spirits, or mixed drinks) on their licensed premises to customers who may then consume the alcoholic liquor within the commons area of the Social District.

Permit Information for Local Governments

Local governments may now designate a Social District that contains a “commons area.” Once designated, “qualified licensees” whose licensed premises are contiguous to the commons area within the Social District and who obtain a license from the Michigan Liquor Control Commission (MLCC) may permit patrons to leave the licensed premises with the alcohol and consume it within the commons area.

Under MCL 436.1551(8)(a), a “commons area” is defined as: “an area within a social district clearly designated and clearly marked by the governing body of the local governmental unit that is shared by and contiguous to the premises of at least two other qualified licensees. Commons area does not include the licensed premises of any qualified licensee.”

Along with designating a Social District that contains a commons area, which must be clearly defined and marked with signs, a local government must establish local management and maintenance plans, including hours of operation, for a commons area. The statute provides that a local governmental unit shall not designate a Social District that would close a road unless the governing body receives prior approval from the road authority with jurisdiction over the road. In addition, the commons area must be maintained in a manner that protects the health and safety of the community.

A Social District designation must be filed with the MLCC, and include:

- A copy of the resolution passed by the governing body designating the Social District and commons area;
- A copy of management and maintenance plans, including the hours of operation, established by the local governmental unit for the Social District and commons area; and
- A diagram or map that clearly shows the boundaries of the Social District and commons area and identifies the qualified licensees that are contiguous to the commons area on the diagram or map.

To the extent a commons area threatens the health, safety, or welfare of the public or has become a public nuisance, a local government may revoke the Social District designation. Before revoking the designation, the local government must hold at least one public hearing on the proposed revocation, with appropriate notice being given under the Open Meetings Act (OMA). Any revocation of the Social District must be filed with the MLCC.

Bars and Restaurants May Apply for a Social District Permit

Bars and restaurants who are “qualified licensees” and wish to take advantage of the new law must first seek application approval from the governing body of their local government. Qualified licensees may then apply to the MLCC for a Social District Permit.

Pursuant to the statute, with some restrictions, qualified licensees include holders of Class C, Tavern, A-Hotel, B-Hotel, Club, G-1, G-2, and Brewpub licenses as well as licensees with on-premises and off-premises tasting rooms.

Upon receiving a Social District Permit, and upon additional approvals that may or may not be required by the municipality, a licensee may sell alcohol on its licensed premises in approved containers for customers to remove and consume in the commons area. A licensee is not permitted to sell alcohol in a commons area.

Approved containers must be glass free and not more than 16 oz., must prominently display the licensee's trade name or logo or some other mark that is unique to the licensee that sold the alcohol as well as a logo or mark unique to the commons area.

This Fact Sheet was provided by Sarah J. Gabis of the law firm of Foster Swift Collins & Swift, P.C.

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
SOCIAL DISTRICT COMMITTEE
MINUTES OF JUNE 1, 2026**

Meeting called to order by Mr. Zettel at 10:13 a.m.

Members Present: Todd Beedy, Rod Gardner, Greg Dietrich, Tammy Parenteau, Adam Zettel

Members Absent: None.

Others Present: Rae Lynn Hicks & Jacob Osterwyk

APPROVAL OF AGENDA: No adjustments.

APPROVAL OF MINUTES: No minutes to approve.

MEETING OPEN TO THE PUBLIC: Rae Lynn said she is here mostly to listen.

Business: Social District Discussion

Adam explained the Michigan statute and function of social districts, along with their primary components. The concept of a social district in the community was discussed. It was found that any such district should be pursued to add social events for the community to enjoy, to add to commerce, and to encourage new businesses over time.

The committee felt that a slow approach to considering and potentially approving the district is desired, with public input.

Parameters that appeared desirable include:

1. A two year pilot, to allow the public to see the initial impact and to gauge how that might add activity once observed for one for season.
2. Metro, Fire, DPW, and Park Board (Bicentennial Park) need to have input.
3. DPW would maintain the district; DDA would add funding for this and look to make initial purchases for signs, benches, waste bins, etc.
4. Cups specific to the district and each business are desirable.
5. Over 21 wrist bands for those consuming in the commons arear are desirable, if allowed.
6. Adam to model next draft elements off Holly, which has a small town, family district.

MEETING OPEN TO THE PUBLIC: None.

MEMBER COMMENTS: None.

Adjourned at 11:16 a.m.

AHZ

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
SOCIAL DISTRICT COMMITTEE
MINUTES OF JUNE 23, 2026**

Meeting called to order by Mr. Zettel at 10:04 a.m.

Members Present: Todd Beedy, Rod Gardner, Greg Dietrich, Tammy Parenteau, Adam Zettel

Members Absent: None.

Others Present: Jacob Osterwyk

APPROVAL OF AGENDA: Motion, by Parenteau, support by Garden to approve the agenda as written.

Unanimous voice vote
Motion Carried

APPROVAL OF MINUTES: Motion, by Parenteau, support by Garden to approve the minutes as written.

Unanimous voice vote
Motion Carried

MEETING OPEN TO THE PUBLIC: None.

Business: Social District Discussion

Jacob gave a presentation of the do's and don'ts of social districts. He used Durand, Holly and Marquette as examples. Mr. Zettel went through a set of draft rules, operational guidelines, map, and other program content.

The following notes resulted.

1. Providing signs for businesses to post that indicate if they are participating or not
2. Ensure QR codes and a supporting website are available on maps, signs, and rule sheets
3. Create sidewalk logo paint templates to help denote the district
4. The map was updated to include the entire 'Fortino' block in the district, with parking areas as common areas
5. Branding would be a co brand with the DDA and a new social district logo
6. Hours would be the same everyday, 7am to 11pm

Motion, by Parenteau, support by Garden to forward the social district packet, as amended at the meeting, to the DDA for review at their July meeting.

Unanimous voice vote

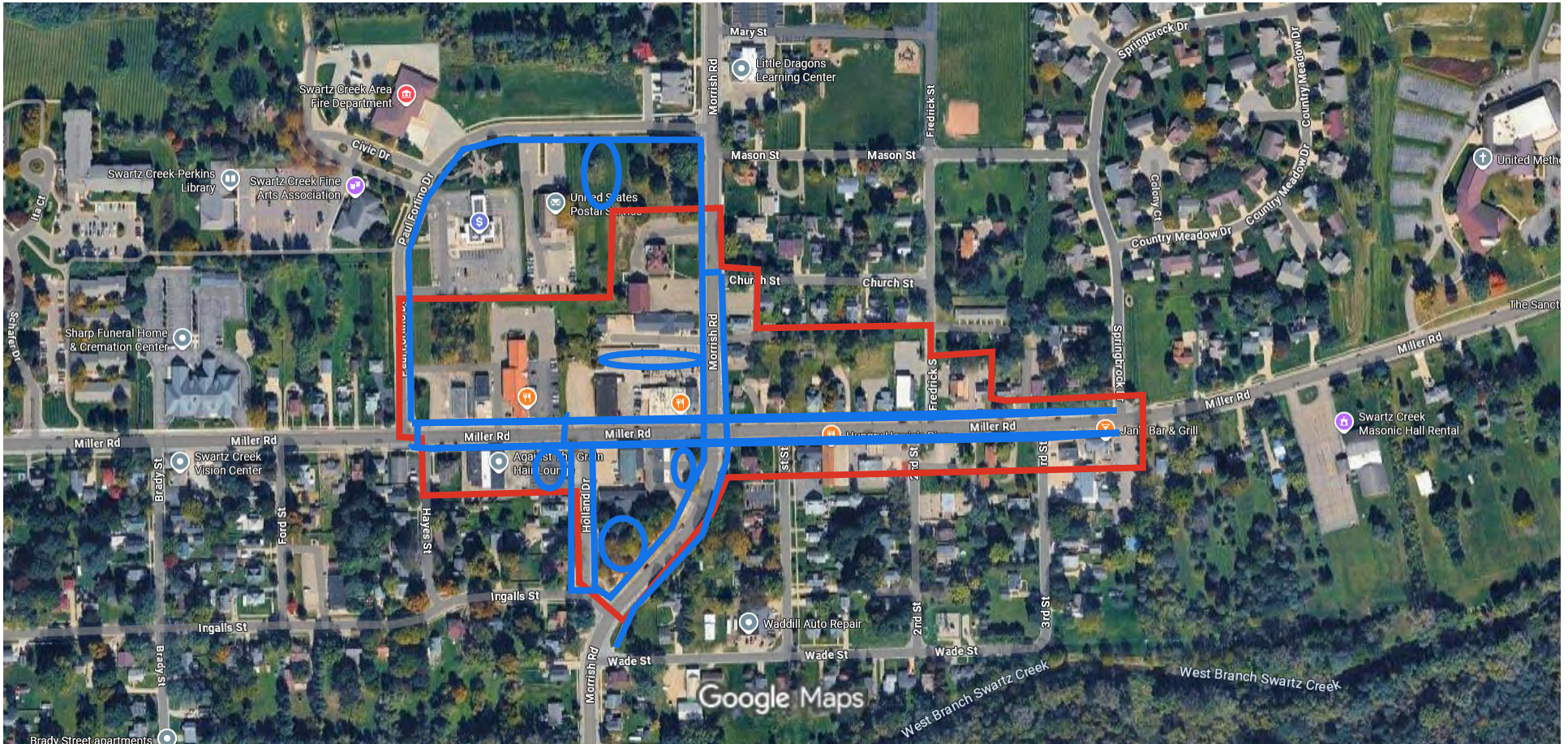
Motion Carried

MEETING OPEN TO THE PUBLIC: None.

MEMBER COMMENTS: None.

Adjourned at 11:24 a.m.

AHZ



Imagery ©2026 Airbus, Maxar Technologies, Map data ©2026 200 ft

- Social District (Where businesses can be located to participate)
- Commons Area (Where open beverages can be taken on sidewalks or public spaces)
- Commons Area Properties

CITY OF SWARTZ CREEK

SOCIAL DISTRICT PARTICIPATION AGREEMENT

THIS AGREEMENT

This Social District Participation Agreement (“Agreement”) is entered into this ____ day of _____, 2026, by and between the **City of Swartz Creek**, a Michigan municipal corporation (“City”), and:

Business Name: _____

Address: _____

MLCC License Number: _____

(“Participant”)

SECTION 1: PURPOSE

This Agreement establishes the terms under which Participant may operate within the Swartz Creek Social District in compliance with:

- City Resolutions establishing the Social District
- Requirements of the Michigan Liquor Control Commission
- Applicable state and local laws

SECTION 2: ELIGIBILITY

Participant certifies that it:

1. Holds a valid, active MLCC on-premises license
2. Will obtain and maintain a Social District Permit from the State
3. Is in good standing with the City (no outstanding violations, taxes, or fees)

SECTION 3: PERMITTED ACTIVITIES

Participant may:

- Sell alcoholic beverages for consumption within the Commons Area
- Provide beverages only in approved Social District containers
- Allow patrons to exit the premises with approved containers

SECTION 4: CONTAINERS AND BRANDING

Participant agrees to:

1. Use only City-approved containers which:
 - o Are non-glass
 - o Display the Social District logo
 - o Identify the Participant business
 - o Meet size requirements (16 oz max)
2. Not allow:
 - o Refills of Social District containers
 - o Use of non-compliant containers
 - o Alcoholic beverages from other Participants into their establishment or grounds
3. Purchase or obtain containers through:
 - o City/DDA-approved vendors or programs, if required

SECTION 5: HOURS OF OPERATION

Participant may sell Social District beverages only during approved hours:

- As established by City Resolution
- As modified for special events

SECTION 6: STAFF TRAINING AND RESPONSIBILITY

Participant agrees to ensure all staff:

1. Are trained on:
 - o Social District rules
 - o ID verification and intoxication standards
 - o Boundary restrictions
2. Will not:
 - o Serve visibly intoxicated persons
 - o Allow removal of alcohol in non-approved containers

SECTION 7: CLEANLINESS AND MAINTENANCE

Participant agrees to:

- Maintain a clean premises and adjacent sidewalk area
- Provide adequate trash receptacles
- Assist in preventing litter associated with its sales

SECTION 8: FEES (COST RECOVERY)

Participant agrees to:

1. Pay an annual participation fee of \$0

2. Pay a per-container fee of \$0
3. Comply with any future Council-approved fee structures

Failure to pay fees may result in suspension.

SECTION 9: INSURANCE AND INDEMNIFICATION

1. Participant shall maintain all insurance required by the Michigan Liquor Control Commission
2. Participant shall provide general liability insurance for that lists the City of Swartz Creek as an additionally insured party
3. Participant agrees to indemnify and hold harmless the City from:
 - o Claims arising from Participant's operations
 - o Violations of law
 - o Acts of employees or patrons

SECTION 10: ENFORCEMENT AND VIOLATIONS

The City Manager or City Council may impose the following for violations:

Level 1 – Warning

- Minor or first-time violations

Level 2 – Suspension

- Temporary suspension from the Social District

Level 3 – Termination

- Removal from participation

Violations include, but are not limited to:

- Use of improper containers
- Serving intoxicated patrons
- Repeated litter or nuisance issues
- Service outside of approved hours
- Violations of MLCC or City rules

SECTION 11: PILOT PROGRAM ACKNOWLEDGMENT

Participant acknowledges:

- The Social District is a **pilot program (2 year)**

- Rules, fees, and boundaries may be modified
- Participation is not guaranteed beyond the pilot period

SECTION 12: EVENT AND SPECIAL CONDITIONS

Participant agrees that:

- The City may alter:
 - Boundaries
 - Hours
 - Operational rules
- Additional conditions may apply during:
 - Festivals
 - Concerts
 - Special events

SECTION 13: TERMINATION

This Agreement may be terminated:

1. By the City:
 - For cause (violations)
 - For public safety concerns
 - Upon discontinuation of the Social District
2. By Participant:
 - With written notice

SECTION 14: TERM

This Agreement shall:

- Begin upon execution
- Expire at the end of the pilot period unless renewed

SECTION 15: COMPLIANCE WITH LAWS

Participant shall comply with:

- All applicable Michigan laws
- MLCC rules
- City ordinances and resolutions

SECTION 16: MISCELLANEOUS

- This Agreement is not assignable

- No partnership or joint venture is created
- Amendments must be in writing

SIGNATURES

CITY OF SWARTZ CREEK

By: _____
Name: _____
Title: _____
Date: _____

PARTICIPANT

By: _____
Name: _____
Title: _____
Date: _____

CITY OF SWARTZ CREEK
SOCIAL DISTRICT – PARTICIPANT QUICK GUIDE

ELIGIBILITY

- Must hold a valid license from the Michigan Liquor Control Commission
- Must have a valid Social District Permit
- Must have a valid Participation Agreement with the City

APPROVED CONTAINERS ONLY

- Use City-approved cups only
- Must include:
 - Social District logo
 - Your business name (stickers suffice)
 - Must not exceed 16 fluid ounces
- NO GLASS
- NO refills of Social District cups

HOURS

- Sell Social District drinks only during approved hours (7AM to 11PM)
- Follow any special event modifications

WHERE CUSTOMERS CAN GO

- Drinks may leave your business ONLY in approved cups
- Customers must stay within:
 - The Commons Area
- You are responsible for reminding customers of boundaries

DO NOT ALLOW

- Drinks in non-approved containers
- Visibly intoxicated individuals to be served
- Customers leaving with alcohol outside district rules

STAFF RESPONSIBILITIES

Ensure all staff:

- Check IDs properly
- Understand Social District rules
- Know district boundaries
- Politely correct violations
- Post rules at the public exits to the establishment

CLEANLINESS

- Keep storefront and adjacent sidewalk clean
- Help prevent litter tied to your sales
- Use and maintain trash containers

FEES

- Annual participation fee: \$0
- Per-cup fee (if applicable): \$0

ENFORCEMENT

Violations may result in:

1. Warning
2. Suspension
3. Removal from the Social District

PILOT PROGRAM

- This is a 2-year pilot program
- Rules may evolve based on performance and feedback

QUESTIONS / SUPPORT

Contact: City of Swartz Creek

Phone: 810.635.4464

Email: azettel@cityofswartzcreek.org





















**Bill To****Swartz Creek**

azettel@cityofswartzcreek.org

8083 Civic Drive

Swartz Creek, MI 48473

ESTIMATE

Description	QTY	Price, USD	Amount, USD
Remove/Replace 4" sidewalk @ fire station. Remove/Haul away existing sidewalk Grade/compact 21AA crushed gravel base Pour 4000 psi concrete Handtool control cuts Brush finish Repair soft surface l.e.(soil, seed, straw) Total square footage determined by owner	1	\$9.00	\$9.00
Remove/replace 6" Garage door approach. Remove/ Haul away existing concrete Place and compact 21AA gravel base 10 gauge 6"x6" ww mesh Dowel into existing if possible using #5 dowels 4000psi concrete with fiber Sawcut control cuts Brush finish nontaxable	1440	\$10.75	\$15,480.00
Total			\$15,489.00

BP Surface Solutions LLC

Name Brian Pardee
Phone 8102289849
Email bpsurfacesolution@gmail.com
Address Licensed & Insured

Notes & Payments instructions

Owner responsible for all unknowns

Concrete Crack Disclaimer

The home owners acknowledge and understand that concrete is subject to natural cracking due to various factors, including but not limited to curing, shrinkage, thermal expansion and contraction, ground movement, load-bearing conditions, and environmental factors.

While the Contractor will adhere to industry best practices, proper mix designs, reinforcement, and curing methods to minimize cracking, it is understood that some cracking may still occur and is not considered a defect in workmanship or materials. Non-structural hairline cracks or surface cracks are common and do not affect the integrity or durability of the concrete. The Contractor is not responsible for cracks that develop due to conditions beyond its control, including but not limited to soil movement, heavy loads, improper maintenance, or exposure to extreme weather conditions. Repairs for cracks, if deemed necessary, will be addressed at the contractors discretion in accordance with industry standards. By signing this contract, the home owners acknowledge and accept these conditions as an inherent characteristic of concrete construction

Photos



BID TABULATION SHEET

Opened by: _____
Witness: _____

City Council Packet

Bidding for: Concrete Replacement

Name and address of bidder

BP Surface Solutions LLC
5503 Meadowcrest
Flint, MI 48532

Bid Amount

814,570

Remarks

6" 8 12/16
4" 8 9.50/16

BID FORM
Concrete Replacement
LOCATED AT 8083
SWARTZ CREEK, MICHIGAN

BID FORM
Concrete Replacement Work
8083 Civic Drive
SWARTZ CREEK, MICHIGAN

To: The City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473

BID PRICE

The Bidder, having visited the site of the proposed work, and having familiarized themselves with local conditions affecting the cost of the work and with the requirements of the Information For Bidders, hereby agree to furnish all the labor, materials and equipment necessary to complete the work as described in the Advertisement and Bid Specification Document within the time set forth therein.

<u>Item</u>	<u>Cost</u>
Abrams Pavillion (4" thick 28'x30')	\$ 7980
Luea Lane Street Repair (6" thick appr. 470 sq. ft)	\$ 5640
Drinking Fountain Pad (4" thick 10'x10')	\$ 950
6" Square foot price (do not include in total)	\$ 12.00
4" Square foot price (do not include in total)	\$ 9.50
Project Total	\$ 14,570

EXECUTION OF CONTRACT

Upon receipt of the Notice of Award the Bidder agrees to execute an Agreement within ten calendar days.

WAIVER

The Bidder does hereby represent and warrant that the price in their Bid is a complete and correct statement of the price for the work in said Bid, and further, that all other information given or furnished in this Bid is complete, correct and submitted as intended by them and does hereby waive any right or claim they may now or hereinafter have by reason of errors, mistakes or omissions made by them in said Bid.

BID FORM
Concrete Replacement
LOCATED AT 8083
SWARTZ CREEK, MICHIGAN

AUTHORIZED SIGNATURE OF BIDDER

Firm Name: BP Surface Solutions LLC.

By: Brian Pawdee

Title: Owner

Business Address: 5503 Meadowcrest
(Street)
Flint MI. 48532
(City, State, Zip Code)

Primary Contact • Brian Pardee

810-228-9849

5503 Meadowcrest Dr

Flint, MI 48532

We start and complete this project within one work week. I am available for contact 24-7
Work will be performed according to specs and with professionalism.

References : Al Washington ARW Pro

Construction 810-397-1043

- Tim Brown Saginaw County Road Commission 989-450-5806
- Tim Broomfield Mott Community College 810-223-1008



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/06/2024

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

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

PRODUCER Progressive Advantage Agency 300 N Commons Blvd Box W9G Mayfield Village OH 44143		CONTACT NAME: PHONE (A/C, No, Ext): 1-888-302-8533 FAX (A/C, No): E-MAIL: businessinsurance@email.progressive.com ADDRESS:	
INSURED BP Surface Solutions LLC 5503 Meadowcrest Dr Flint Township MI 48532		INSURER(S) AFFORDING COVERAGE INSURER A: The Midvale Indemnity Company NAIC #: 27138 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		CP00053982	04/07/2024	04/07/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER **CANCELLATION**

For informational purposes only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <u>Tara DiFranco</u> Tara DiFranco (Apr 6, 2024 16:18 EDT)

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BJA FY 2026 Body-Worn Camera Policy and Implementation Program to Support Law Enforcement Agencies

Grants.gov Funding Opportunity Number: O-BJA-2026-172677

Application Deadlines in Eastern Time (ET):

1. Complete SF-424 and submit in Grants.gov: **September 25, 2026, by 11:59 p.m. ET**
 2. Submit full application in JustGrants: **October 2, 2026, by 8:59 p.m. ET**
-



1. BASIC INFORMATION

Purpose of the Funding

The Office of Justice Programs (OJP) is committed to advancing work that furthers the U.S. Department of Justice's (DOJ) mission to keep our country safe and secure and uphold the rule of law and protect the rights of American citizens. OJP provides federal leadership, funding, and other critical resources to directly support law enforcement, combat violent crime, protect American children, provide services to American crime victims, and address public safety challenges, including human trafficking and the opioid crisis.

This is a notice of funding opportunity (NOFO) for the **BJA FY 2026 Body-Worn Camera Policy and Implementation Program (BWCPIP) to Support Law Enforcement Agencies**. This opportunity supports publicly funded law enforcement and correctional agencies for the purchase or lease of body-worn cameras (BWCs) and the development of comprehensive BWC programs. Since its inception, BWCPIP has responded to growing demand for reliable, real-time video evidence in criminal investigations and prosecutions. Law enforcement agencies across the country increasingly rely on BWC footage to enhance evidentiary documentation, improve prosecutorial outcomes, and document public encounters. BWCs also serve as a deterrent to assaults against officers and can help exonerate officers falsely accused of misconduct.

This NOFO offers two funding categories.

- **Category 1: Site-Based Awards to Publicly Funded Law Enforcement Agencies**
For state, local, tribal, and territorial law enforcement agencies seeking to establish or expand BWC programs. Applicants must demonstrate a clear plan for phased deployment, policy development, training, and integration of BWCs into agency operations. Applicants must outline how BWC use will support evidence collection, enhance officer safety, and align with their agency policies and practices. Applications from multi-jurisdictional partnerships or through an authorized entity are permitted under this category.
- **Category 2: Site-Based Awards to Publicly Funded Correctional Agencies**
For state, local, tribal, and territorial correctional agencies seeking to implement or expand BWC deployment across correctional institutions, including deployments within correctional agencies or among officers engaged in community supervision. Applicants must outline how BWC use will support evidence collection, enhance officer safety, and align with their agency policies and practices

See the [Eligible Applicants](#) section for eligibility details.



*Do Your Part
Swartz Creek!*

Keep Our Pipes Flowing It Starts at Home

A clean community is a healthy community.

"Flushable" wipes, hygiene products, grease, and other non-sewer items can clog pipes, cause backups in homes and apartments, and lead to costly repairs for the entire community. Please follow these best practices to keep our sewer system working properly.

DO FLUSH ONLY THE 3 Ps: PEE, POO AND TOILET PAPER



**Toilet Paper
(only)**



Pee



Poo



Only dispose of human waste and toilet paper.

Everything else belongs in the trash.

DO NOT FLUSH EVEN IF THE PACKAGE SAYS "FLUSHABLE"



Wipes
(including "flushable" wipes)



Feminine Products



Diapers
(training pants too)



Cotton Swabs
(Q-tips®)



Tissues
(facial, baby, etc.)



Paper Towels
(or napkins)



Dental Floss



These items do not break down like toilet paper. They can clog pipes, cause sewer backups, and lead to expensive repairs.

KEEP GREASE OUT OF THE DRAIN

COOL IT. SCRAPE IT. TRASH IT.



1. Cool It

Let cooking grease and oils cool.



2. Scrape It

Remove food scraps into the trash.



3. Trash It

Pour cooled grease into a sealed container and put it in the trash.



Do not pour fats, oils, or grease (FOG) down the sink. Even small amounts can build up in pipes, causing blockages and sewage backups.

OTHER TIPS FOR A HEALTHY SEWER SYSTEM



Use your garbage disposal sparingly, and never put grease in it.



Use sink strainers to catch food scraps.



Dispose of medications properly (through take-back programs).



Avoid chemical drain cleaners. They can damage pipes and don't solve the problem.



Report recurring drain problems to your property manager or the City right away.



**Protect Your Home.
Protect Swartz Creek.
Keep It Out of the Sewer!**

From: [Jim Simon](#)
To: [Adam Zettel](#); [Robert Bincsik](#)
Cc: [Roberta Glass](#); [Cody Koehler](#)
Subject: Unscheduled Inspections.
Date: Wednesday, September 9, 2026 5:11:12 PM
Attachments: [image.png](#)
[Swartz Creek Res Facility Status Report 9-9-26.xlsx](#)

Good Afternoon, Adam and Rob,

I am reaching out to address an issue we are currently having with completing the Residential Cross Connection Control Program.

As you are aware, we started the residential program in January 2014. Since that time, we have conducted inspections at a little over 1,584 residences. Of that number, 1,576 residents are compliant, 5 are not compliant but have been inspected, and 3 are currently in "Ready for Follow-Up" status, which means they have received notice of non-compliance, made the required corrections, and are awaiting reinspection.

With that being said, there are 391 residences that have not been inspected. Eight of those water customers are showing as "Not Inspected," and another 383 are currently in "Shutoff" status. The water customers who are currently in "Shutoff" status have received several notices (a minimum of three) asking them to contact HydroCorp and schedule an inspection.

I have attached the facility status report for the residential program to this email so you can confirm the numbers stated above.

Since we are at the point in the program where resident cooperation is necessary to achieve the State of Michigan's mandated requirements, I am looking for any input or ideas that the community would be comfortable using to encourage compliance.

We have had this situation in other communities and have seen several methods used by municipalities to achieve compliance with the program:

- 11 Some communities add an additional charge to customers' water bills until an inspection has been scheduled.
- 22 Some communities reserve a two-hour time block while we have an inspector in the community and ask the inspector to accompany city personnel as they knock on the doors of non-compliant customers and ask to perform the inspection on the spot.
- 33 Some communities have found success by reaching out by phone or using official city or township door hangers to bring attention to the issue.
- 44 Other communities move forward with discontinuing water service until an inspection is scheduled.

These are a few methods that I have seen implemented in the past. I invite you to consider these ideas and possibly develop a method that is right for your community to achieve compliance with the EGLE program without causing undue burden to local residents.

Thank you for taking the time to consider my concerns. I look forward to your reply and thoughts on the matter.

Regards,

Jim A. Simon

Regional Manager - Michigan

M: 248-275-8904



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Comments from Chad Young, Mundy Township Manager regarding Consumers Energy substation

September 10, 2026

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In an effort to keep you informed, I wanted to make you aware that an application has been received from Consumers Energy for construction of an electric substation to be located at the southwest corner of the property owned by Maple-Hill, LLC (driveway to be located on Elms Road, north of Hill Road).

This is a Special Land Use application which will first be considered at the September 16, 2026, Planning Commission regular meeting; public notice of the meeting agenda will be published tomorrow in the Genesee County View.

The proposed substation has been described to me as a temporary installation capable of supporting construction activities or being integrated into the existing general network, but is not capable of supplying output sufficient enough to support significant advanced manufacturing/industrial operations.

Nonetheless, I wanted to be certain Board members are aware noting the location of this application and the potential to generate significant public interest.

Thank you and, as always, please don't hesitate to contact me at your convenience in the event of any questions, comments, or concerns.

Appendix A

Appendix A

Genesee County Legacy Trail Projects 2027-2030

Early Preliminary Engineering (EPE)

2027 Projects	Section 1 EPE (Y/N)	Notes
Davison-Irish Road Trail	N	Design under contract
Grand Traverse Greenway (Phase B)	N	Design under contract
Fenton Road Regional Trail	N	Design under contract
Hill Road Trail	Y	
Lake Fenton Schools Trail (Phase A)	Y	EPE on file
Maple & Elms Road Trail	Y	EPE on file
Owen Road Connector (Phase A)	N	Design under contract
Ridge Road Trail	Y	EPE on file
2028 Projects	Section 1 EPE (Y/N)	Notes
Argentine Connector	N	Design under contract
Baldwin-Fenton Road Connector	Y	
Grand Blanc Iron Belle Trail	Y	EPE on file
Lake Fenton Schools Trail (Phase B)	Y	EPE on file
2029 Projects	Section 1 EPE (Y/N)	Notes
Owen Road Connector (Phase B)	Y	EPE on file
Seven Lakes State Park Connector	Y	
Swartz Creek Riverwalk / Creekview	Y	
Wolverine Trail	Y	EPE on file
2030 Projects	Section 1 EPE (Y/N)	Notes
Flushing Road Connector	Y	
Lake Fenton School Trail (Phase C)	Y	
Thompson Road Trail	Y	
Trolley Line Trail (TLT) Southern Extension	Y	EPE on file

Y (yes) / N (no)

EPE: Early Preliminary Engineering