

**City of Swartz Creek  
AGENDA**

**Regular Council Meeting, Monday, January 28, 2019, 7:00 P.M.  
Paul D. Bueche Municipal Building, 8083 Civic Drive Swartz Creek, Michigan 48473**

1. **CALL TO ORDER**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:**
3. **ROLL CALL:**
4. **MOTION TO APPROVE MINUTES:**  
4A. Council Meeting of January 14, 2019 MOTION Pg. 19
5. **APPROVE AGENDA:**  
5A. Proposed / Amended Agenda MOTION Pg. 1
6. **REPORTS & COMMUNICATIONS:**  
6A. City Manager's Report MOTION Pg. 3  
6B. Interlocal Agreement Amendments Pg. 27  
6C. Safe Routes Technical Assistance Agreement Pg. 53  
6D. MDOT Contract Pg. 56  
6E. State Construction Code Transfer Form Pg. 86  
6F. December Budget Report & Meeting Minutes Pg. 87
7. **MEETING OPENED TO THE PUBLIC:**  
7A. General Public Comments
8. **COUNCIL BUSINESS:**  
8A. DDA Appointment RESO Pg. 13  
8B. Safe Routes to School RESO Pg. 14  
8C. Interlocal Agreement Amendments (Metro PD) RESO Pg. 15  
8D. School Building Services RESO Pg. 16  
8E. Fairchild MDOT Contract RESO Pg. 17  
8F. Closed Session RESO Pg. 18
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION

**Next Month Calendar**

Planning Commission:	Tuesday, February 5, 2019, 7:00 p.m., PDBMB
Park Board:	Wednesday, February 6, 2019, 5:30 p.m., PDBMB
City Council:	Monday, February 11, 2019, 7:00 p.m., PDBMB
Downtown Development Authority:	Thursday, February 14, 2019, 6:00 p.m., PDBMB
Fire Board:	Monday, February 18, 2019, 6:00 p.m., Public Safety Bldg
Zoning Board of Appeals :	Wednesday, February 20, 2019, 6:00 p.m., PDBMB
City Council:	Monday, February 25, 2019, 7:00 p.m., PDBMB
Metro Police Board:	Wednesday, February 27, 2019, 10:00 a.m., Metro Headquarters

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

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

## **City of Swartz Creek Values**

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

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

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

### ***Fiscal Responsibility***

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

### ***Public Service***

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

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

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

### ***Expect Excellence***

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

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

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

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

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

**City of Swartz Creek**  
**CITY MANAGER'S REPORT**  
Regular Council Meeting of Monday, January 28, 2019 - 7:00 P.M.

**TO:** *Honorable Mayor, Mayor Pro-Tem & Council Members*  
**FROM:** Adam Zettel, City Manager  
**DATE:** January 23, 2019

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

✓ **MICHIGAN TAX TRIBUNAL APPEALS** (*No Change of Status*)

Desert Sun Holdings (office at 6197 Miller) – Appraisal is done and there was a small claim hearing on Dec 11 which the assessor attended. Evidence was due on Nov 20 and the city did not receive anything from the petitioner. There are no additional findings at this point.

Shkrelli (golf course) – This appeal has been withdrawn, but not before we spent resources to complete an appraisal. While the value has been successfully defended in this process, the petition is able to force our hand to invest in the defense, while investing nothing themselves. This creates a tremendous disadvantage to governments. We will attempt to recover costs from frivolous cases such as this. This will be removed from future reports.

Huizinga (office at 6195 Miller) – The appraisal has been done and submitted. The next steps for this will be in January.

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

✓ **2017-2020 TRAFFIC IMPROVEMENT PROGRAM (TIP)** (*Business Item*)

The project is going out for bid in February. In the meantime, we have the standard MDOT contract that requires approval and execution by the city within the timeframe specified. These are hefty documents, but they are required and very much in line with expectations. The last time we entered into one was with the last federal project, which was Miller Road in 2015. I recommend approval so we can continue with the project.

A call for projects for the 2020-2023 cycle is out for the TIP. Submission of projects is complete and included: the west end of Miller Road, Seymour Road, and Morrish Road (Bristol to Miller). The applications were submitted on November 16<sup>th</sup>. If any projects are accepted, we will look to schedule them and budget accordingly.

✓ **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.*

Helmsley is now in the hopper for 2019 (excluding water main, which is newer). Design engineering is underway and we held a preliminary construction meeting with the

contractor and engineer. We do not anticipate any issues. Work will commence after school ends, with final landscape restoration later in the fall.

The engineering proposal for 2020 local streets with OHM is approved and work is underway. The scope includes a section of Oakview, Chelmsford, and Oxford (including the last small stretch of Winston). Note that it is unlikely we will have a budget to do all of those sections in 2020 since state revenues have not been forthcoming as expected. However, it is work that needs to be completed for the USDA watermain on those streets in the next three years. Notable issues currently include the form and responsibility of the bus lane on Oakview by Syring. We will liaise with the school regarding this and how they wish to proceed with the bond improvements.

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

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

2018-2019 winter sewer projects have been approved. The scope includes lining improvements and video service at a cost of \$197,772. There are some small connections between collectors in the Winchester Village that need to be done. Liquiforce will also complete the large collector on Durwood and a downtown line, School Street.

This multi-year program is on schedule and budget. Based upon current rates and existing fund balance, staff may recommend expending more in the next year or two on the sewer rehabilitation plan in order to get some higher risk assets completed more quickly.

✓ **WATER MAIN REPLACEMENT** *(Update)*

A water use agreement is being reviewed by USDA staff. Easements for public water main that are required but previously undocumented are near complete. Engineering continues. Bond counsel and other team members have been tentatively assembled and await progress. The previous report follows:

On September 13<sup>th</sup>, we met with the feds about other steps and conditions of funding. We are in a good position to benefit from the nearly \$5,000,000 grant/loan, with the understanding that we will be putting the project out to bid in 2019, with some components to be completed in 2020 and 2021.

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

The city has been working with the county to abandon the Dye Road water main in the vicinity of the rail line. Note that we are holding this action pending the master plan review. This line is prone to breaks, which can be very costly and dangerous near the rail spur. The intention would be to connect our customers to the other side of the street, onto the county line. It appears the transition cost would be about

\$25,000. We will work with the county on this matter and report back on our findings.

Lastly, the city should probably complete full demolition on the “Brown Road” site (the old well head) and sell this property. This is not a high priority, but it is now on our radar.

✓ **POLICE SERVICE (*Business Item*)**

The matter of the interlocal agreement amendments, though complicated, appears to be in the homestretch of a solution. The interlocal agreements are included once more. These have been approved by the Township of Mundy. After review by the Metro Board on January 16<sup>th</sup>, there appears to be acceptance in moving forward with these changes.

The initial amendments centered around the formalization of current practices of the Metro Board and staff, such as requiring board approval for changes to the organizational chart, establishing parameters for building use/payment, general counsel employment, and the selection of professional services. The matter that has resulted in much deliberation is the implementation of municipal prosecution in lieu of prosecution by Metro.

The Mundy Township Board is requesting to move the selection and financial responsibility of prosecution services from the Metro back to municipalities. This is a change that will alter the current landscape as it relates to uniform prosecution services. In practice, it will not impact the city’s choice of prosecutor or the financial obligation of the city. However, this does limit opportunities for future savings by consolidating this service.

This proposal has created some heartache because of the redirection of some court fines to Mundy instead of Metro, thereby reducing Metro’s budget without a parallel reduction in costs. It also creates an issue with the existing one-year prosecution agreement that Metro has with a private attorney for these services. Questions regarding the potential breach of this agreement and the future of city prosecution services required answers.

At this point, we believe we have addressed all of these matters. The proposed solution is to approve the interlocal agreements, setting in motion an amendment to the agreement that Metro has with the prosecutor that will remove services to Mundy out and keep Swartz Creek prosecution services in. This course will keep the city’s financial obligations and services at the same level, while enabling Mundy to pursue their own methods of prosecution.

I recommend this course because it supports the concept of consolidated services as performed by Metro, keeping the door open to future economies of scale and operational efficiencies related to prosecutions. To completely effect this change and enable Metro to perform prosecutions on behalf of the city, a pair of agreements are needed with Metro to formalize this relationship post-interlocal agreement amendments.

These agreements are included in the packet. Their purpose is to recognize Metro as an entity with enumerated rights to conduct this service and to set terms of performance.

This is a very complex matter. Council members that serve on the Metro board and those that have been able to attend the Metro meetings will be a good resource to explain the history, options for action, and expected impacts. I expect to give a more detailed verbal report at the meeting, with the understanding that the written content here is expected to be part of a summary report. Please feel free to reach out to me directly to discuss the matter further.

The draft amendments, agreements, and a resolution are included in this packet.

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

The last of the lots acquired prior to the special assessment have been approved for sale. The city has two more lots that were acquired through the tax reversion process. If there is no objection, I will look to prepare instruments for the two units acquired in 2017 at new, negotiated pricing if requested by the buyer, JW Morgan, at some point in the future.

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

The December newsletter is out! Let me know what you think.

✓ **HOLLAND SQUARE & STREETScape** *(Update)*

Bids have been received. The low bid is approximately \$550,000. The next local bid is local and is approximately \$565,000. The engineer has not vetted the bids (six in total), so we do not have additional information or a recommendation for action at this meeting. Such action is expected in February.

Based upon past budgets, the city's general fund was positioned to contribute \$200,000 (\$115,000 of which came from the Exxon payment to access the Holland Square site). The DDA should be able to contribute about \$200,000 if the project spans 2019 and 2020 fiscal years, which it should. An award shall also require a short term loan to the DDA for the remaining ~\$150,000. This should be a 2-3 year note given anticipated tax revenues from the DDA in the coming years. Of course, the city council shall need to be agreeable to offering such a note from one of the enterprise funds or the general fund. Interest will need to be charged.

If awarded, the plans can still be altered in scope and detail, even after construction commences. See prior reports for more details on the evolution of this process.

✓ **TRAILS** *(No Change of Status)*

The city did not receive the sought DNR grant in the amount of \$300,000. After debriefing with the consultant and staff with the state, we believe we can resubmit a fundable project this year that can be commenced on schedule in 2020. To do so, we will need to complete engineering prior to the award.

The DNR grant is crucial to offset the 35% that the city must cover to match the Enhancement Grant. The MDOT Enhancement Grant is conditionally awarded. We

hope this covers 65% of the investment. Work with Consumers Energy and CN Rail is positive for those project components that require their engagement. We are still working with the MTA and GM on some easements and permissions.

Note that the city will still be heavily invested in this, even if both grants are awarded. Count on a general fund outlay of \$200,000 for all engineering, construction, and inspection services. Any overages (price changes and change orders) will be locally covered as well.

The project timeline will be revised. At its core, it should still reflect a 2020 construction timeframe. The difference is that we plan to engineer the project sooner than anticipated so we can bid it upon a conditional DNR award in a year's time.

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

The planning commission discussed the next round of zoning updates at their January meeting, and this conversation will continue in February.

The Economic Development Strategy Committee met on the 18<sup>th</sup> of December and further deliberated on the draft Economic Development Strategy. There is a strong sense that downtown design, function, and events are a priority that will require a strong partnership with the city, DDA, and Chamber of Commerce.

The following RRC components are also at the forefront of our improvement and certification efforts:

- Development review flowchart and checklist **(In Progress)**
- Integrated community development webpage for city/DDA processes and programs **(Complete)**
- Economic Development Strategy for the city and its partners (chamber of commerce, schools, etc.) **(In Progress)**
- Public participation plan and tracking methods **(In Progress)**
- Consolidated capital improvement plan (compiled list of street, water, sewer, park and other investment for the next six years) **(Complete)**

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

The scouts are still active in fundraising and plan to complete this. They apparently were able to raise another \$1,000 or so at the Baptist Church on October 27<sup>th</sup>!

✓ **DURAND AREA INDUSTRY - PROJECT TIM** *(No Change of Status)*

This project seems cold and quiet. However, it appears there are still valid purchase agreements in place for the development, and there are state and local bureaucrats continuing work on contingency plans for utility and traffic modelling. It is anyone's guess at this point. Please see prior packets for information on the project and its evolution.

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

5157 Morrish Road has been sold. The vacant land on Wade Street has not been purchased, but the buyer says they will acquire it under approved terms.



✓ **8002 MILLER (Update)**

The contractor has pulled a building permit and we have had a full preconstruction meeting. Work is going to commence on or about February 18th. A completion timeline has not been set.

✓ **MILLER ROAD DRAIN (No Change of Status)**

The contractor is working on repairs as weather permits.

✓ **GROUNDWATER WITHDRAWAL ORDINANCE (No Change of Status)**

The groundwater withdrawal ordinance for the Holland Square project is in the final phase. As noted previously, the practical impact of this is small, since wells are no longer permitted in the city and there are no known 'grandfathered' wells in the impacted area.

The council held a public hearing at our meeting on April 23rd. ExxonMobil, the Michigan DEQ, and other representatives will now be reaching out to property owners to research if there are any well impacts. Once this is done, we should be able to proceed with the ordinance. Representatives of Exxon indicated a fall timeline for approval.

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

This section shall now be a standing section of the report, giving details on expectations for projects and their ongoing progress within the city and district. As of writing, we know the bond can be issued and work shall commence in 2019, 2020, and 2021. It will include all facilities, including athletic facilities at the high school. We expect cooperation and benefit in terms of establishing safer connections for walkers, better land grades (e.g. the football field), and more attractive gateways.

✓ **PAUL FORTINO PROPERTY PROPOSAL (Update)**

The DDA reviewed the architectural plans favorably at their meeting on January 10<sup>th</sup>. There were recommendations made to enhance the marketability and function in light of comparable housing and housing that is not yet in the market place.

The board continued to weigh the merits of a downtown housing project after receiving a letter advocating open space and a hold on development. They designated a liaison to address these issues, but they ultimately opted to stay the current course based upon existing plans, trends, and collective input.

Please see the DDA packets for details. In short, it appears the builder is interested in proceeding with fifteen 1,600 square foot, two story condos, with garages. There are opportunities and threats, of course, but exploration is proceeding methodically.

As noted in the last communication with the builder, there may be a potential 'ask' for sewer/water tap fee waivers in order to add value to other parts of the site. Though a common practice in economic development, the city has not done this in recent history. I would be interested to know what the council thinks.

✓ **MUNICIPAL CIVIL INFRACTIONS VIOLATIONS BUREAU (No Change of Status)**



Metro Police, the city attorney, and staff continue to look at the transfer of the municipal infraction bureau as well, for reasons similar to the parking violations bureau. Since the police are the ones that we want enforcing violations for code, blight, and nuisances they should be maintaining the citations, records, and ability to prosecute. Doing so will require an ordinance amendment and subsequent administrative changes. I will keep the city council informed.

✓ **SPORTS CREEK RACEWAY & GAMING COMMISSION** *(Update)*

I have asked the owner to attend a council meeting, as requested. He indicates a willingness to do so, but he has requested additional time to see to essential matters. The previous report follows:

The property has sold! Staff met with the new owners, utilities have been transferred, and we have recorded a property transfer affidavit. It appears the plan is to proceed with use of the raceway for thoroughbred racing, however the state approvals and legislation relating to this are not looking promising. It appears that 2019 live racing and simulcasting are unlikely.

The owner appears very communicative and interested in making the facility more community oriented. They are open to cooperative planning, potential reuse of parts of the site, and engaging in stronger hospitality uses related to racing. However, there are many unknown and important circumstances at play, such as the racing industry as regulated by the state, the potential (right or wrong) for sports gambling, and demand from Project Tim.

Summarily, I believe the transfer will enable some sort of positive economic use in the years to come, but the path is not clear at this point due to the circumstances. However, I have a high degree of trust and confidence in the owner so far and will wait for the dust to settle for them with a renewed sense of optimism.

Future reports will obviously follow. Immediate steps for us are to work with the owner on site safety and compliance, as well as the potential for short term use as a horse racing venue. We will also connect them with our Downtown Development Authority and the Redevelopment Ready Communities Program state resources.

✓ **CDBG** *(No Change of Status)*

The CDBG standard application has been submitted. Desirable projects include Swartz Creek Area Senior Services and improvement of the senior center facility (parking area). The potential to place funds in the HOME Program also exists. This is a three year cycle, and I am not sure when the distributions will occur. This section may or may not remain in the report depending upon timing and relevance.

✓ **MDOT WARRANTY PROGRAM** *(No Change of Status)*

A state legislative mandate will require some local policy updates and subsequent procedural follow-up on how we bid, guarantee, and report on road construction projects. This will be something we address prior to September of 2019. The notice and original report are included in the November 26, 2018 packet.

✓ **FACILITY LIGHT CONVERSION** *(Update)*

The agreement has been executed with the Energy Reduction Coalition. Their staff has walked through and audited all facilities. The next step will be the completion of the audit. Based upon circumstances, we may or may not proceed with the conditional conversion. I do not have a timeline for audit results, but I do not expect this in January.

The next steps will be to consider the potential for a full street light conversion.

✓ **SAFE ROUTES TO SCHOOL (*Business Item*)**

It appears the school has considered this matter and is looking to proceed with approving a partnership at their meeting on January 30<sup>th</sup>. I am including the proposal for services, which includes the deliverables and expected outcomes. The plan is to split the up-front planning costs 50-50 with the school, with the city being a formal party in the agreement. A resolution is included to enter into this agreement.

This project developed after I met with the school superintendent and the Crim Active Communities Technical Assistance Program staff about improving pedestrian safety around the schools in the community. It appears there is a possibility for a very positive partnership to improve a couple issues. The first is the physical disconnect that exists around some of the school buildings, including the middle school, Elms, and Syring. The middle school area lacks sidewalks and crossings for important connections. Elms has no connection to Heritage and the rest of Bristol Road. The most notable concern for all facilities, especially Syring, is the lack of driver safety and awareness.

This Active Communities group specializes in seeking grant funds for Safe Routes to Schools infrastructure and programming, through coalition building and public awareness. I expect to have a new proposal and background information for consideration in January. I am not including a resolution at this time. I think proceeding will be great for solving some very practical pedestrian safety issues, as well as rebranding our community and schools as safe for children and other walkers.

✓ **SCHOOL BUILDING REVIEW & INSPECTION SERVICES (*Business Item*)**

As the school district looks to begin planning, designing, and implementing the facility updates in accordance with the recently approved bond, there is interest in transferring building permit review and inspections from the state to the city/township. They have communicated that the state often takes months to review plans for facility changes, even at a small scale. They also have experienced issues with communication, predictability, and timeliness in inspections. Apparently, these issues delayed the opening of the child learning center by about one month.

The option exists to have our local building and trade professionals perform plan review and inspections in an effort to improve communication and timeliness. I have consulted with the school superintendent, Building Official Hart, and Mundy Administrator Young to ascertain each party's needs, capacity, and expectations. Discussions indicate that the pros far outweigh the cons for all participants, delivering a faster and professional service to the schools, while keeping work and fees local.

The school board intends to have this on their agenda for January 30<sup>th</sup>. I have included a resolution that will enable the city and school to agree to facility local oversight.

- ✓ **OTHER COMMUNICATIONS & HAPPENINGS** *(See Individual Category)*
- ✓ **MONTHLY REPORTS** *(Update)*  
I am including the December budget report and draft minutes from various boards and commissions for your reading enjoyment.
- ✓ **BOARDS & COMMISSIONS** *(See Individual Category)*
  - ✓ **PLANNING COMMISSION** *(No Change of Status)*  
The planning commission met on January 8th to review the annual report and proceed with additional zoning amendments that are in line with the RRC program. The annual report, which is included in the packet, was approved by the planning commission. They will continue to have discussions about zoning changes moving forward. The next meeting is scheduled for February 5th.
  - ✓ **DOWNTOWN DEVELOPMENT AUTHORITY** *(No Change of Status)*  
The DDA met on January 10<sup>th</sup>. They reviewed initial plans for the Fortino Drive townhomes. They also discussed the project as it relates to some community feedback advocating for land preservation in downtown. Overall, the project was well received and will continue with planning in February. The board also began investigating the possibility of updating the screen at the amphitheater. Lastly, they reviewed their 2018 annual report, which was attached in the January 14<sup>th</sup> packet. The next regular meeting is scheduled for February 14th.
  - ✓ **ZONING BOARD OF APPEALS** *(No Change of Status)*  
There are no pending or expected variances, appeals, or interpretations at this time.
  - ✓ **PARKS AND RECREATION COMMISSION** *(No Change of Status)*  
The Park Board met on January 2nd at city hall. I am including draft minutes with the report. Happenings that will impact the city council include the draft of leases for use of the storage buildings and related lands in the park, as well as park use reservations and waivers.  
  
The next meeting will be on February 6th.
  - ✓ **BOARD OF REVIEW** *(Update)*  
Mr. Plumb has been appointed. An alternate member is needed.

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

- ✓ **CLOSED SESSION** *(Business Item)*  
A resolution is included to enable the council to enter into a closed session to discuss pending litigation.
- ✓ **APPOINTMENT** *(Business Item)*  
There is a single appointment required. Mr. Sherman has resigned from the Downtown Development Authority. Downtown property owner and resident, Erik Jamison is being recommended for appointment by the Mayor.

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

*February 11 Meeting.* I will not be available for the next meeting. I will be working with staff on an appropriate agenda and stand in for that meeting.

*Civic Campus Flags:* The light that illuminates the flags on Civic Drive is inoperable due to an underground short. Tom will work on the issue when ground conditions are suitable. In the meantime, flags have been removed.

**City of Swartz Creek  
RESOLUTIONS  
Regular Council Meeting, Monday, January 28, 2019, 7:00 P.M.**

**Resolution No. 190128-4A      MINUTES – January 14, 2019**

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

**I Move** the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, January 14, 2019, to be circulated and placed on file.

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

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

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

**Resolution No. 190128-5A      AGENDA APPROVAL**

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

**I Move** the Swartz Creek City Council approve the Agenda as presented / printed / amended for the Regular Council Meeting of January 28, 2019, to be circulated and placed on file.

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

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

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

**Resolution No. 190128-6A      CITY MANAGER’S REPORT**

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

**I Move** the Swartz Creek City Council accept the City Manager’s Report of January 28, 2019, including reports and communications, to be circulated and placed on file.

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

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

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

**Resolution No. 190128-8A      RESOLUTION TO APPOINT A MEMBER TO THE  
DOWNTOWN DEVELOPMENT AUTHORITY**

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

**WHEREAS**, the laws of the State of Michigan, the Charter and Ordinances of the City of Swartz Creek, interlocal agreements in which the City of Swartz Creek is a member, and previous resolutions of the city council require and set terms of offices for various

appointments to city boards and commissions, as well as appointments to non-city boards and commissions seeking representation by city officials; and

**WHEREAS**, there exists a vacancy in the Downtown Development Authority; and

**WHEREAS**, said appointments are Mayoral appointments, subject to affirmation of the city council.

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

#190128-8A      **MAYOR APPOINTMENT:**                                  **Erik Jamison**  
Downtown Development Authority, Real Property Interest  
Remainder of Three year term, expiring November 22, 2021

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

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

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

**Resolution No. 190128-8B                                  RESOLUTION TO APPROVE A TECHNICAL ASSISTANCE PROPOSAL WITH THE CRIM FITNESS FOUNDATION TO ENGAGE IN PLANNING AND GRANT WRITING ASSISTANCE RELATED TO THE SAFE ROUTES TO SCHOOL PROGRAM**

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

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

**WHEREAS**, the Swartz Creek Community School District owns, operates, and maintains K-12 and related facilities and grounds that include pedestrian and bike user amenities, and

**WHEREAS**, the city utilizes documented capital improvement plans and asset management plans to invest in infrastructure, and

**WHEREAS**, the city subscribes to the concept of 'complete streets', multi-modal recreation, pedestrian safety, and walkable neighborhoods for all users, and

**WHEREAS**, the city and school have noted potential deficiencies in the ability to safely and effectively provide for pedestrian access of K-8 users to various buildings within the City of Swartz Creek, and

**WHEREAS**, the Crim Fitness Foundation is able to provide technical assistance to conduct a needs assessment, plan formulation, and grant submission related to the Safe Routes to School federal, program, and

**WHEREAS**, a city and school partnership provides great value to the quality of life of the area and in improving the immediate safety environment for student walkers at the Middle School, Syring, and Elms.

**NOW, THEREFORE, BE IT RESOLVED** the City of Swartz Creek City Council approves the technical assistance proposal for “Goal One” as submitted by the Crim Fitness Foundation and included in the January 28, 2019 city council packet and further directs the Mayor to execute said proposal and resulting instruments on behalf of the city.

**BE IT FURTHER RESOLVED**, the city’s participation and execution is conditioned upon formal participation by the Swartz Creek Community School District, including a contribution of \$22,500, with city funds to be appropriated to Fund 101 (General), Fund 202 (Major Streets), Fund 203 (Local Streets) as directed by the Treasurer.

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

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

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

**Resolution No. 190128-8C                      RESOLUTION TO APPROVE VARIOUS AMENDMENTS TO THE INTERLOCAL AGREEMENT ESTABLISHING THE METRO POLICE AUTHORITY OF GENESEE COUNTY**

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

**WHEREAS**, on October 12, 2015, the Parties entered into the Interlocal Agreement establishing a police authority; and

**WHEREAS**, on September 1, 2016, the Parties entered into the Amendment No. 1 to the Interlocal Agreement whereby the title of the Interlocal Agreement was changed to the “Interlocal Agreement establishing the Metro Police Authority of Genesee County” and the name of the entity created was changed to “The Metro Police Authority of Genesee County”; and

**WHEREAS**, the Parties find it prudent to revisit the agreement after the first two years of operation and have negotiated new terms that reflect current circumstances and practices, such as the new building location, facility use terms, board powers, chief powers, and prosecutorial services; and

**WHEREAS**, the Parties have agreed to enter into Amendments 2 through 7 for the purpose of modifying Interlocal Agreement Sections 3.02 Principle Office, 3.04 Police Authority Buildings, 3.05 Prosecutions and Payments from Court, 4.02 Police Authority Board Power, 4.09 Chief of Police Appointment, and 4.10 Chief of Police and Deputy Chief of Police Duties, Contract, and Discipline; and

**WHEREAS**, the transfer of prosecutorial services necessitates the municipalities to ensure proper and adequate services by the municipal prosecutor to the Metro Police



Authority.

**NOW, THEREFORE, BE IT RESOLVED**, the Swartz Creek City Council hereby agrees to enter into Amendments 2 through 7 of the Interlocal Agreement as included in the City Council Packet of January 28, 2019, to be effective for accounting purposes on January 1, 2019.

**BE IT FURTHER RESOLVED**, the Swartz Creek City Council hereby approves the Agreement Between the Metro Police Authority of Genesee County and the City of Swartz Creek Regarding Prosecutor Services and the the Prosecution Protocol Agreement as included in the City Council Packet of January 28, 2019.

**BE IT FURTHER RESOLVED**, the Swartz Creek City Council directs the Mayor to execute said amendments and Agreements on behalf of the city.

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

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

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

**Resolution No. 190128-8D**

**RESOLUTION TO APPROVE TRANSFER OF SCHOOL RELATED BUILDING PLAN REVIEW AND BUILDING INSPECTION SERVICES FROM THE STATE OF MICHIGAN TO THE CITY OF SWARTZ CREEK**

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

**WHEREAS**, the city operates a building services department per an agreement with Mundy Township that performs permitting, reviews, and inspections for building and trade occupations within the city limits; and

**WHEREAS**, this is an essential service that is fundamental to the health and safety of the community; and

**WHEREAS**, the Swartz Creek Community School District intends to undertake large scale improvements that shall require timely, accurate, and consistent review, comment, and inspections of the building and trade features of said improvements; and

**WHEREAS**, the city, school, and township find that the local resources available to conduct those activities can better serve the public interest than the state agencies responsible for such activities; and

**WHEREAS**, the city finds that, through its formal relationship with Mundy Township, it has access to a qualified & full-time code official, inspectors, plan review services, and administrative services that can provide timely inspections under the state construction codes; and

**WHEREAS**, the Michigan Department of Licensing and Regulatory Affairs, Bureau of

Construction Codes, enables annual transfer of building code enforcement to the local municipality if the local unit of government and school district governing bodies agree to transfer such authority.

**NOW, THEREFORE, BE IT RESOLVED**, the Swartz Creek City Council hereby agrees to accept authority for the oversight of state construction codes for the Swartz Creek Community School District.

**BE IT FURTHER RESOLVED**, the Swartz Creek City Council directs the Mayor to execute LARA form BCC-939 as included in the city council packet of January 28, 2019.

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

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

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

**Resolution No. 190128-8E                      RESOLUTION TO APPROVE MDOT CONTRACT – FAIRCHILD STREET**

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

**WHEREAS**, the city submitted a resurfacing project for Fairchild Street, including a segment from Miller Road to Cappy Lane, to the Genesee County Metropolitan Planning Commission for approval in the Traffic Improvement Program; and

**WHEREAS**, the projects were approved for construction during the 2019 season, with allocations of funds and cost sharing as outlined herein; and

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$284,300	\$8,100	\$292,400
CONSTRUCTION ENGINEERING, CONSTRUCTION MATERIALS TESTING, & INSPECTION (REQUESTING PARTY)	\$ 42,600	\$ -0-	\$ 42,600
GRAND TOTAL	\$326,900	\$8,100	\$335,000

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$326,900	\$8,100	\$335,000
Less Federal Funds	<u>\$267,600</u>	<u>\$ -0-</u>	<u>\$267,600</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 59,300	\$8,100	\$ 67,400

**WHEREAS**, the city proceeded with preliminary engineering and bidding, using the services of Rowe Professional Services Company, under a third party contract with the MDOT; and

**WHEREAS**, the city subsequently selected OHM Advisors to perform construction engineering services; and

**WHEREAS**, the projects have been bid to the public using refined estimates and the MDOT is requesting that the city enter into an agreement to set final terms for construction of these segments.

**NOW, THEREFORE, BE IT RESOLVED** the City of Swartz Creek approves the MDOT contract 18-5556, as attached, for construction and related engineering services for the Fairchild Street project.

**BE IT FURTHER RESOLVED**, the City Council directs the Mayor and Clerk to prepare and execute said MDOT agreement.

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

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

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

**Resolution No. 190128-10F**

**RESOLUTION TO ENTER INTO CLOSED SESSION TO CONSULT WITH AN ATTORNEY REGARDING A SETTLEMENT STRATEGY (ROLL CALL VOTE)**

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

**WHEREAS**, the City of Swartz Creek is party to a potential settlement agreement resulting from specific pending litigation, and;

**WHEREAS**, the MCL 15.268(d) permits a governing body to enter a closed session to consult with its attorney regarding strategy in connection with this litigation, with the finding that discussion in an open meeting could have a detrimental financial effect on the settlement position of the city.

**NOW THEREFORE, BE IT RESOLVED** the City of Swartz Creek City Council exit the regular session of the city council and enter into a closed session for the purpose of consultation with its attorney.

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

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

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

**CITY OF SWARTZ CREEK  
SWARTZ CREEK, MICHIGAN  
MINUTES OF THE REGULAR COUNCIL MEETING  
DATE 01/14/2019**

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

Invocation and Pledge of Allegiance.

Councilmembers Present: Cramer, Farmer, Gilbert, Hicks, Krueger, Pinkston, Porath.

Councilmembers Absent: None.

Staff Present: City Manager Adam Zettel, Clerk Connie Eskew, City Attorney Mike Gildner, Director of Public Services, Tom Svrcek.

Others Present: Lania Rocha, Bob Plumb, Steve Shumaker, Steve Long, Erik Jamison, Faye Porath, Andy Harris, Jim Barclay, Metro PD Chief Bade.

**APPROVAL OF MINUTES**

**Resolution No. 190114-01**

**(Carried)**

Motion by Councilmember Porath  
Second by Councilmember Gilbert

**I Move** the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday December 10, 2018 to be circulated and placed on file.

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

**APPROVAL OF AGENDA**

**Resolution No. 190114-02**

**(Carried)**

Motion by Councilmember Cramer  
Second by Councilmember Gilbert

**I Move** the Swartz Creek City Council approve the Agenda as, printed for the Regular Council Meeting of January 14, 2019, to be circulated and placed on file.

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

### **CITY MANAGER'S REPORT**

#### **Resolution No. 190114-03**

**(Carried)**

Motion by Councilmember Farmer  
Second by Councilmember Gilbert

**I Move** the Swartz Creek City Council accept the City Manager's Report of January 14, 2019, including reports and communications to be circulated and placed on file.

Discussion Ensued.

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

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

Chief Matt Bade wanted to make everyone aware that the Metro Police Authority Board meeting has a change in date, it is January 16, 2019.

### **COUNCIL BUSINESS:**

#### **RESOLUTION TO APPOINT A MEMBER TO THE BOARD OF REVIEW**

#### **Resolution No. 190114-04**

**(Carried)**

Motion by Councilmember Hicks  
Second by Councilmember Cramer

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

**WHEREAS**, there exists a vacancy in the Board of Review; and

**WHEREAS**, said appointments are Mayoral appointments, subject to affirmation of the city council.

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

**#190114-8A MAYOR APPOINTMENT: Robert Plumb**  
Board of Review, Citizen  
Remainder of Three year term, expiring June 30, 2020

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

## **RESOLUTION TO APPROVE 2020 STREET PRELIMINARY ENGINEERING**

**Resolution No. 190114-05 (Carried)**

Motion by Councilmember Gilbert  
Second by Councilmember Porath

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

**WHEREAS**, the city has a twenty year asset management plan for streets and water main on file that is funded in part by a twenty year street levy and USDA proceeds, and

**WHEREAS**, a grant and loan by the USDA for various water main replacement projects in Winchester Village is expected to occur in 2020 and 2021, and

**WHEREAS**, this street plan, which includes various levels of preventative maintenance, preservation, and reconstruction on city streets, as well as water main replacement, was assessed by the city's engineer and staff, and

**WHEREAS**, the city council finds that the continuation of the plan to reconstruct the core of Winchester Village Subdivision, including parts of Chelmsford, Oakview, and Winston Drives in 2020 and 2021 is in the best interest of the public and the expectations of the asset management plans of the city, and

**WHEREAS**, these projects shall require preliminary engineering services to enable bidding and/or pricing and subsequent reconstruction of those assets.

**NOW, THEREFORE, BE IT RESOLVED** the City of Swartz Creek City Council approves the engineering proposal by OHM Advisors, dated December 3, 2018, for an amount not to exceed \$57,290 for preliminary engineering services related to the street reconstruction projects listed in the proposal.

**BE IT FURTHER RESOLVED**, that appropriations to the projects and engineering shall be made to Fund 101 (General), Fund 202 (Major Streets), Fund 203 (Local

Streets), Fund 204 (Municipal Streets) and Fund 590 (Water) as directed by the Treasurer.

**BE IT FURTHER RESOLVED**, that the City Council directs the Mayor to execute the proposal on behalf of the city and further directs the City Manager to execute any and all permits and related documentation related to the projects on behalf of the city.

**BE IT FURTHER RESOLVED**, that the City Council directs the previously established Street Project Review Committee to provide recommendations to the engineer, contractors, and staff as such needs present themselves.

Discussion Ensued.

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

**RESOLUTION TO APPROVE AN EXPANDED USE RESERVATION AND PARK FEE/DEPOSIT WAIVER FOR USE OF ELMS PARK FOR A NON-PROFIT ART EVENT**

**Resolution No. 190114-06**

**(Carried)**

Motion by Mayor Pro Tem Pinkston  
Second by Councilmember Cramer

**WHEREAS**, the City of Swartz Creek requires park usage reservations and fees in accordance with adopted rules and regulations; and

**WHEREAS**, the Swartz Creek Kiwanis Club, in conjunction with the Swartz Creek Area Art Guild and Women's Club is proposing an expanded park use reservation for Pavilion #2, the soccer fields, and the asphalt courts on August 23-24, 2019 for the purpose of holding a public art fair; and

**WHEREAS**, all three groups are recognized non-profits operating in Swartz Creek that meet the requirements for an expanded use reservation; and

**WHEREAS**, the city park rules and regulations states that "fees may be waived in full if reservations by a non-profit are found to result in a public benefit directly or if proceeds from the reserved event are found to be a benefit to the city."; and

**WHEREAS**, the City Council finds the Swartz Creek Kiwanis Club, partnered with the Swartz Creek Area Art Guild and Women's Club, to be a qualifying group with a qualifying activity.



**NOW, THEREFORE, BE IT RESOLVED**, the Swartz Creek City Council hereby approves the expanded use reservation of the Swartz Creek Kiwanis Club and waives all fees for the August 23-24, 2019 reservation in Elms Park.

Discussion Ensued.

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

**RESOLUTION TO APPROVE AN AGREEMENT FOR USE OF THE UNITED METHODIST CHURCH AS A POLLING LOCATION FOR MUNICIPAL ELECTIONS**

**Resolution No. 190114-07**

**(Carried)**

Motion by Councilmember Porath  
Second by Councilmember Cramer

**WHEREAS**, the City of Swartz Creek is responsible for conducting special and regular elections for local, state, and federal matters, including school and county matters, and;

**WHEREAS**, a single, central polling location is required and must provide a safe and accessible venue with sufficient space for various polling stations, check-in, parking, restrooms, and kitchen facilities, and;

**WHEREAS**, the City has been in agreement with and using the United Methodist Church on Miller Road and finds this facility to meet or exceed all comparable venues.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Swartz Creek City enter into a five year agreement with the United Methodist Church, 7400 Miller Road, a copy of which is attached hereto, the agreement to allow for the rental of certain rooms within the facility for the purpose of conducting City sanctioned elections, and further, direct the Mayor and City Clerk to execute the agreement on behalf of the City.

Discussion Ensued.

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

**RESOLUTION TO APPROVE THE PARK WAIVER REQUEST OF THE FAIRWINDS COUNCIL OF GIRL SCOUTS**

**Resolution No. 190114-08**

**(Carried)**

Motion by Councilmember Cramer  
Second by Councilmember Hicks

**WHEREAS**, the City of Swartz Creek requires park usage reservations and fees in accordance with adopted rules and regulations; and

**WHEREAS**, the Girl Scout Alumni of Fair Winds Council reserved Pavilion #2 in Elms Park for September 15, 2019 for the purpose of holding an annual meeting; and

**WHEREAS**, the city park rules and regulations states that “fees may be waived in full if reservations by a non-profit are found to result in a public benefit directly or if proceeds from the reserved event are found to be a benefit to the city.”; and

**WHEREAS**, the City Council finds the petitioning group to be a qualifying group with a qualifying activity.

**NOW, THEREFORE, BE IT RESOLVED**, the Swartz Creek City Council hereby waives all fees for the September 15, 2019 reservation in Elms Park.

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

**RESOLUTION TO APPROVE THE PARK WAIVER REQUEST FOR THE ABRAMS PARK FUN FAIR**

**Resolution No. 190114-09**

**(Carried)**

Motion by Councilmember Farmer  
Second by Councilmember Cramer

**WHEREAS**, the City of Swartz Creek requires park usage reservations and fees in accordance with adopted rules and regulations; and

**WHEREAS**, a group of residents, represented by Ms. Bendall, reserved Pavilions #2 & #3 in Abrams Park for September 7, 2019 for the purpose of holding an annual community event; and

**WHEREAS**, the city park rules and regulations states that “fees may be waived in full if reservations by a non-profit are found to result in a public benefit directly or if proceeds from the reserved event are found to be a benefit to the city.”; and

**WHEREAS**, the City Council finds the petitioning group to be a qualifying group with a qualifying activity.

**NOW, THEREFORE, BE IT RESOLVED**, the Swartz Creek City Council hereby waives all fees for the September 7, 2019 reservation in Abrams Park.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

**RESOLUTION TO APPROVE VARIOUS AMENDMENTS TO THE INTERLOCAL AGREEMENT ESTABLISHING THE METRO POLICE AUTHORITY OF GENESEE COUNTY**

**Resolution No. 190114-10**

**(Denied)**

Motion by Councilmember Farmer  
Second by Councilmember Porath

**WHEREAS**, on October 12, 2015, the Parties entered into the Interlocal Agreement establishing a police authority; and

**WHEREAS**, on September 1, 2016, the Parties entered into the Amendment No. 1 to the Interlocal Agreement whereby the title of the Interlocal Agreement was changed to the “Interlocal Agreement establishing the Metro Police Authority of Genesee County” and the name of the entity created was changed to “The Metro Police Authority of Genesee County”; and

**WHEREAS**, the Parties find it prudent to revisit the agreement after the first two years of operation and have negotiated new terms that reflect current circumstances and practices, such as the new building location, facility use terms, board powers, chief powers, and prosecutorial services; and

**WHEREAS**, the Parties have agreed to enter into Amendments 2 through 7 for the purpose of modifying Interlocal Agreement Sections 3.02 Principle Office, 3.04 Police Authority Buildings, 3.05 Prosecutions and Payments from Court, 4.02 Police Authority Board Power, 4.09 Chief of Police Appointment, and 4.10 Chief of Police and Deputy Chief of Police Duties, Contract, and Discipline; and

**WHEREAS**, the transfer of prosecutorial services necessitates the municipalities to ensure proper and adequate services by the municipal prosecutor to the Metro Police Authority.

**NOW, THEREFORE, BE IT RESOLVED**, the Swartz Creek City Council hereby agrees to enter into Amendments 2 through 7 of the Interlocal Agreement as included in the City Council Packet of January 14, 2019.

**BE IT FURTHER RESOLVED**, the Swartz Creek City Council hereby agrees to abide by and execute the one-party Prosecution Protocol Agreement as included in the City Council Packet of January 14, 2019.

**BE IT FURTHER RESOLVED**, the Swartz Creek City Council directs the Mayor to execute said amendments and Agreement on behalf of the city.

Discussion Ensued.

YES: None.

NO: Hicks, Krueger, Pinkston, Porath, Cramer, Farmer, Gilbert.

Motion Declared Denied.

**MEETING OPENED TO THE PUBLIC:**

None.

**REMARKS BY COUNCILMEMBERS:**

Councilmember Porath commented he no longer needs the flash drive sent to him for the council packets.

Councilmember Cramer had a resident suggest we do a traffic safety study at the east entrance of Kroger. Chief Bade responded that he will check into that. Councilmember Cramer attended the governors meet and greet at the farmers market and it was a large crowd.

Councilmember Gilbert wanted to let everyone know that the second utility pole on his property was taken out Sunday.

Mayor Pro Tem Pinkston likes the way things are progressing with the race track, and the involvement. He recommended we invite John Cherry or Dan Schafer to a meeting.

**ADJOURNMENT**

**Resolution No. 190114-11**

**(Carried)**

Motion by Councilmember Farmer

Second by Councilmember Porath

**I Move** the Swartz Creek City Council adjourn the regular meeting at 8:07 p.m.

Unanimous Voice Vote.

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**David A. Krueger, Mayor**

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**Connie Eskew, City Clerk**

**AMENDMENT NO. \_\_ TO THE  
INTERLOCAL AGREEMENT ESTABLISHING THE METRO  
POLICE AUTHORITY OF GENESEE COUNTY  
dated October 12, 2015 (hereinafter referred to as the “Interlocal Agreement”)**

**THIS AMENDMENT NO. \_\_** (“Amendment”) to the Interlocal Agreement is entered into effective January 1, 2019, by and between the Charter Township of Mundy, a Michigan Charter Township, whose address is 3478 Mundy Avenue, Swartz Creek, Michigan 48473 (“Township”), and the City of Swartz Creek, a Michigan Home Rule City, whose address is 8083 Civic Drive, Swartz Creek, Michigan 48473 (“City”). The Township and City are sometimes hereafter each referred to as a “Party” and collectively as the “Parties.”

**WITNESSETH:**

**WHEREAS**, on October 12, 2015, the Parties entered into the Interlocal Agreement establishing a police authority;

**WHEREAS**, on September 1, 2016, the Parties entered into the Amendment No. 1 to the Interlocal Agreement whereby the title of the Interlocal Agreement was changed to the “Interlocal Agreement establishing the Metro Police Authority of Genesee County” and the name of the entity created was changed to “The Metro Police Authority of Genesee County”;

**WHEREAS**, the Parties have agreed to enter into this Amendment for the purpose of modifying Section 3.02 of the Interlocal Agreement;

**NOW THEREFORE**, it is hereby agreed by the Parties as follows:

**1. Amendment to Section 3.02 of the Interlocal Agreement.** Section 3.02 of the Interlocal Agreement is hereby deleted in its entirety and replaced with the following:

**Section 3.02. Principal Office.** The principal office of the Police Authority shall initially be located at 5420 Hill 23 Drive, Flint, Michigan 48507. The Police Authority Board may change the location of the principal office upon a majority vote of the Police Authority Board. The location change of the principal office shall not be effective until thirty (30) days after all of the following has occurred:

- (1) Notice has been posted at the current principal office;
- (2) Notice has been published in a newspaper of general circulation or other method allowed by law; and
- (3) If the Police Authority maintains a webpage, notice shall be posted on the front page of the webpage.

**2. Headings.** The headings of the sections set forth in this Amendment are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Amendment.

**3. Complete Agreement.** This Amendment No. \_\_\_\_, the Interlocal Agreement and any additional or supplementary documents incorporated by specific reference contain all of the terms and conditions agreed upon by the Parties and no other agreements, oral or otherwise, regarding the subject matter of this Amendment or any part thereof shall have any validity or bind either of the Parties.

**4. Severability.** If any provision of this Amendment is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Amendment.

**5. Waiver.** No waiver of any of the obligations contained herein shall be effective for any purpose unless the same shall be in writing signed by the Supervisor and Clerk of the Township and the Mayor and Clerk of the City.

**6. Construction.** This Amendment has been prepared and negotiations have occurred in connection with said preparation pursuant to the joint efforts of the Parties. This Amendment therefore shall not be construed against either Party.

**7. Amendment.** This Amendment may not be amended or modified except for by written agreement signed by both Parties.

**8. Certification of Authority to Sign Amendment.** The persons signing on behalf of each of the Parties certify by their signatures that they are authorized to sign the Amendment on behalf of such Party and that this Amendment has been authorized by such Party.

**9. Remainder of Agreement.** Except as modified by this Amendment, the terms of the Interlocal Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment to be executed and delivered by their respective duly authorized representatives as of the day and year first above written.

**CHARTER TOWNSHIP OF MUNDY**

Dated: \_\_\_\_\_

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

Joe Oskey  
Supervisor

Address: 3478 Mundy Avenue  
Swartz Creek, MI 48473

**CITY OF SWARTZ CREEK**

Dated: \_\_\_\_\_

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

David Krueger  
Mayor

Address: 8083 Civic Drive  
Swartz Creek, MI 48473

This Amendment was prepared by  
Kevin Kilby (P68599)  
McGraw Morris P.C.  
2075 W. Big Beaver Road  
Suite 750  
Troy, Michigan 48084  
(810) 569-0352  
[kkilby@mcgrawmorris.com](mailto:kkilby@mcgrawmorris.com)



**AMENDMENT NO. \_\_\_\_ TO THE  
INTERLOCAL AGREEMENT ESTABLISHING THE METRO  
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**WITNESSETH:**

**WHEREAS**, on October 12, 2015, the Parties entered into the Interlocal Agreement establishing a police authority;

**WHEREAS**, on September 1, 2016, the Parties entered into the Amendment No. 1 to the Interlocal Agreement whereby the title of the Interlocal Agreement was changed to the “Interlocal Agreement establishing the Metro Police Authority of Genesee County” and the name of the entity created was changed to “The Metro Police Authority of Genesee County”;

**WHEREAS**, the Parties have agreed to enter into this Amendment for the purpose of modifying Section 3.04 of the Interlocal Agreement;

**NOW THEREFORE**, it is hereby agreed by the Parties as follows:

**1. Amendment to Section 3.04 of the Interlocal Agreement.** Section 3.04 of the Interlocal Agreement is hereby deleted in its entirety and replaced with the following:

**Section 3.04. Police Authority Buildings.** The Township and City agree that the Police Authority shall occupy the building located at 5420 Hill 23 Drive, Flint, Michigan 48507, which is owned by the Township, for its central operations. The Township shall be entitled to rent, utilities, and other related items as more fully set forth in a rental agreement between the Township and the Police Authority. The location of the central operations building may in the future be moved to a different address upon approval of the Police Authority Board after its contractual obligations with the Township have been satisfied or the Police Authority Board and the Township mutually agree.

There shall be an additional Police Authority Post located within the City limits (“Post”). The location of the Post shall be 8100 Civic Drive, Swartz Creek, Michigan, or such other location mutually agreed upon by the City and the Police Authority. The City shall be entitled to annual maintenance expenses and additional expenses such as utilities, snow removal, lawn maintenance, and other services or utility services in connection with occupying the Post, which shall be evidenced in a written agreement between the Police Authority and the City.

If, in the future, another municipality joins the Authority and determines that it would be in its best interest satellite office (“Facility”) to be located in its municipality, the municipality desiring the Facility shall be responsible for the purchase, lease, or construction of the Facility and equipping the Facility to the sole satisfaction of the Police Authority. The Police Authority shall approve the Facility prior to the purchase, lease, or construction of the Facility by the municipality. This is to ensure that the Police Authority has the financial capabilities of operating the proposed Facility. After the Facility is completed, the Police Authority shall be responsible for the operational and maintenance costs of the Facility, but at no time shall the Police Authority be responsible for the rent, lease, or payments due and owing for the construction of the Facility.

**2. Headings.** The headings of the sections set forth in this Amendment are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Amendment.

**3. Complete Agreement.** This Amendment No. \_\_\_\_, the Interlocal Agreement and any additional or supplementary documents incorporated by specific reference contain all of the terms and conditions agreed upon by the Parties and no other agreements, oral or otherwise, regarding the subject matter of this Amendment or any part thereof shall have any validity or bind either of the Parties.

**4. Severability.** If any provision of this Amendment is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Amendment.

**5. Waiver.** No waiver of any of the obligations contained herein shall be effective for any purpose unless the same shall be in writing signed by the Supervisor and Clerk of the Township and the Mayor and Clerk of the City.

**6. Construction.** This Amendment has been prepared and negotiations have occurred in connection with said preparation pursuant to the joint efforts of the Parties. This Amendment therefore shall not be construed against either Party.

**7. Amendment.** This Amendment may not be amended or modified except for by written agreement signed by both Parties.

**8. Certification of Authority to Sign Amendment.** The persons signing on behalf of each of the Parties certify by their signatures that they are authorized to sign the Amendment on behalf of such Party and that this Amendment has been authorized by such Party.

**9. Remainder of Agreement.** Except as modified by this Amendment, the terms of the Interlocal Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment to be executed and delivered by their respective duly authorized representatives as of the day and year first above written.

**CHARTER TOWNSHIP OF MUNDY**

Dated: \_\_\_\_\_

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

Joe Oskey  
Supervisor

Address: 3478 Mundy Avenue  
Swartz Creek, MI 48473

**CITY OF SWARTZ CREEK**

Dated: \_\_\_\_\_

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

David Krueger  
Mayor

Address: 8083 Civic Drive  
Swartz Creek, MI 48473

This Amendment was prepared by  
Kevin Kilby (P68599)  
McGraw Morris P.C.  
2075 W. Big Beaver Road  
Suite 750  
Troy, Michigan 48084  
(810) 569-0352  
[kkilby@mcgrawmorris.com](mailto:kkilby@mcgrawmorris.com)

**AMENDMENT NO. \_\_ TO THE  
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dated October 12, 2015 (hereinafter referred to as the “Interlocal Agreement”)**

**THIS AMENDMENT NO. \_\_** (“Amendment”) to the Interlocal Agreement is entered into effective January 1, 2019, by and between the Charter Township of Mundy, a Michigan Charter Township, whose address is 3478 Mundy Avenue, Swartz Creek, Michigan 48473 (“Township”), and the City of Swartz Creek, a Michigan Home Rule City, whose address is 8083 Civic Drive, Swartz Creek, Michigan 48473 (“City”). The Township and City are sometimes hereafter each referred to as a “Party” and collectively as the “Parties.”

**WITNESSETH:**

**WHEREAS**, on October 12, 2015, the Parties entered into the Interlocal Agreement establishing a police authority;

**WHEREAS**, on September 1, 2016, the Parties entered into the Amendment No. 1 to the Interlocal Agreement whereby the title of the Interlocal Agreement was changed to the “Interlocal Agreement establishing the Metro Police Authority of Genesee County” and the name of the entity created was changed to “The Metro Police Authority of Genesee County”;

**WHEREAS**, the Parties have agreed to enter into this Amendment for the purpose of modifying Section 3.05 of the Interlocal Agreement;

**NOW THEREFORE**, it is hereby agreed by the Parties as follows:

**1. Amendment to Section 3.05 of the Interlocal Agreement.** Section 3.05 of the Interlocal Agreement is hereby deleted in its entirety and replaced with the following:

**Section 3.05. Prosecutions and Payments from Court.** The Township and the City shall be solely responsible for prosecuting ordinances written within their respective municipal boundaries. The Township, City, Authority, and any other unit of government that joins the Police Authority that is responsible for prosecutions shall execute a separate agreement entitled “Prosecution Protocol Agreement.” The Prosecution Protocol Agreement is intended to make the employees of the Police Authority interaction with the prosecutor uniform given that there are numerous municipalities that comprise the Police Authority.

If the Township or City desire the Police Authority to perform other services beyond Police Services, i.e., parking, etc., the municipality shall execute a separate written contract with the Police Authority for those services.

All payments related to the collection of any misdemeanor fines or penalties that relate to the ordinances shall be sent by the court to the respective municipality.

All payments collected in connection with any civil infraction fines or penalties that relate to services performed by the Police Authority shall be sent by the Township or the City to the Police Authority. The payment by the Township or the City to the Police Authority shall be sent to the Police Authority quarterly after the first meeting of the City Council or Township Board after January 1, April 1, July 1, and October 1 each year. The Authority may meet with the City or Township yearly to conduct an audit to ensure that the Authority is receiving all money due to the Authority by the Township and City that relate to the collection of any civil infraction fines or penalties.

**2. Headings.** The headings of the sections set forth in this Amendment are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Amendment.

**3. Complete Agreement.** This Amendment No. \_\_\_\_, the Interlocal Agreement and any additional or supplementary documents incorporated by specific reference contain all of the terms and conditions agreed upon by the Parties and no other agreements, oral or otherwise, regarding the subject matter of this Amendment or any part thereof shall have any validity or bind either of the Parties.

**4. Severability.** If any provision of this Amendment is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Amendment.

**5. Waiver.** No waiver of any of the obligations contained herein shall be effective for any purpose unless the same shall be in writing signed by the Supervisor and Clerk of the Township and the Mayor and Clerk of the City.

**6. Construction.** This Amendment has been prepared and negotiations have occurred in connection with said preparation pursuant to the joint efforts of the Parties. This Amendment therefore shall not be construed against either Party.

**7. Amendment.** This Amendment may not be amended or modified except for by written agreement signed by both Parties.

**8. Certification of Authority to Sign Amendment.** The persons signing on behalf of each of the Parties certify by their signatures that they are authorized to sign the Amendment on behalf of such Party and that this Amendment has been authorized by such Party.

**9. Remainder of Agreement.** Except as modified by this Amendment, the terms of the Interlocal Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment to be executed and delivered by their respective duly authorized representatives as of the day and year first above written.

**CHARTER TOWNSHIP OF MUNDY**

Dated: \_\_\_\_\_

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

Joe Oskey  
Supervisor

Address: 3478 Mundy Avenue  
Swartz Creek, MI 48473

**CITY OF SWARTZ CREEK**

Dated: \_\_\_\_\_

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

David Krueger  
Mayor

Address: 8083 Civic Drive  
Swartz Creek, MI 48473

This Amendment was prepared by  
Kevin Kilby (P68599)  
McGraw Morris P.C.  
2075 W. Big Beaver Road  
Suite 750  
Troy, Michigan 48084  
(810) 569-0352  
[kkilby@mcgrawmorris.com](mailto:kkilby@mcgrawmorris.com)

**AMENDMENT NO. \_\_ TO THE  
INTERLOCAL AGREEMENT ESTABLISHING THE METRO  
POLICE AUTHORITY OF GENESEE COUNTY  
dated October 12, 2015 (hereinafter referred to as the “Interlocal Agreement”)**

**THIS AMENDMENT NO. \_\_** (“Amendment”) to the Interlocal Agreement is entered into effective January 1, 2019, by and between the Charter Township of Mundy, a Michigan Charter Township, whose address is 3478 Mundy Avenue, Swartz Creek, Michigan 48473 (“Township”), and the City of Swartz Creek, a Michigan Home Rule City, whose address is 8083 Civic Drive, Swartz Creek, Michigan 48473 (“City”). The Township and City are sometimes hereafter each referred to as a “Party” and collectively as the “Parties.”

**WITNESSETH:**

**WHEREAS**, on October 12, 2015, the Parties entered into the Interlocal Agreement establishing a police authority;

**WHEREAS**, on September 1, 2016, the Parties entered into the Amendment No. 1 to the Interlocal Agreement whereby the title of the Interlocal Agreement was changed to the “Interlocal Agreement establishing the Metro Police Authority of Genesee County” and the name of the entity created was changed to “The Metro Police Authority of Genesee County”;

**WHEREAS**, the Parties have agreed to enter into this Amendment for the purpose of modifying Section \_\_\_\_\_ of the Interlocal Agreement;

**NOW THEREFORE**, it is hereby agreed by the Parties as follows:

**1. Amendment to Section 4.02 of the Interlocal Agreement.** Section 4.02 of the Interlocal Agreement is hereby deleted in its entirety and replaced with the following:

**Section 4.02. Police Authority Board Power.** The Police Authority Board shall authorize and approve the annual budget and audit, hire and discharge the Police Authority attorney, Chief of Police, and auditor, approve the organizational chart and the finance/purchasing policy of the Police Authority, hear and render decisions in administrative appeals as set forth in the Police Authority Personnel Manual and collective bargaining agreements, and oversee performance of the Police Chief. Additionally, if in the future the Police Authority Board creates a position of Deputy Police Chief, the Police Authority Board shall be vested with the power to hire and discharge the Deputy Police Chief.

2. **Headings.** The headings of the sections set forth in this Amendment are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Amendment.

3. **Complete Agreement.** This Amendment No. \_\_\_\_, the Interlocal Agreement and any additional or supplementary documents incorporated by specific reference contain all of the terms and conditions agreed upon by the Parties and no other agreements, oral or otherwise, regarding the subject matter of this Amendment or any part thereof shall have any validity or bind either of the Parties.

4. **Severability.** If any provision of this Amendment is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Amendment.

5. **Waiver.** No waiver of any of the obligations contained herein shall be effective for any purpose unless the same shall be in writing signed by the Supervisor and Clerk of the Township and the Mayor and Clerk of the City.

6. **Construction.** This Amendment has been prepared and negotiations have occurred in connection with said preparation pursuant to the joint efforts of the Parties. This Amendment therefore shall not be construed against either Party.

7. **Amendment.** This Amendment may not be amended or modified except for by written agreement signed by both Parties.

8. **Certification of Authority to Sign Amendment.** The persons signing on behalf of each of the Parties certify by their signatures that they are authorized to sign the Amendment on behalf of such Party and that this Amendment has been authorized by such Party.

9. **Remainder of Agreement.** Except as modified by this Amendment, the terms of the Interlocal Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment to be executed and delivered by their respective duly authorized representatives as of the day and year first above written.

**CHARTER TOWNSHIP OF MUNDY**

Dated: \_\_\_\_\_

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

Joe Oskey  
Supervisor



Address: 3478 Mundy Avenue  
Swartz Creek, MI 48473

**CITY OF SWARTZ CREEK**

Dated: \_\_\_\_\_

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

David Krueger  
Mayor

Address: 8083 Civic Drive  
Swartz Creek, MI 48473

This Amendment was prepared by  
Kevin Kilby (P68599)  
McGraw Morris P.C.  
2075 W. Big Beaver Road  
Suite 750  
Troy, Michigan 48084  
(810) 569-0352  
[kkilby@mcgrawmorris.com](mailto:kkilby@mcgrawmorris.com)

**AMENDMENT NO. \_\_\_\_ TO THE  
INTERLOCAL AGREEMENT ESTABLISHING THE METRO  
POLICE AUTHORITY OF GENESEE COUNTY  
dated October 12, 2015 (hereinafter referred to as the “Interlocal Agreement”)**

**THIS AMENDMENT NO. \_\_\_\_** (“Amendment”) to the Interlocal Agreement is entered into effective January 1, 2019, by and between the Charter Township of Mundy, a Michigan Charter Township, whose address is 3478 Mundy Avenue, Swartz Creek, Michigan 48473 (“Township”), and the City of Swartz Creek, a Michigan Home Rule City, whose address is 8083 Civic Drive, Swartz Creek, Michigan 48473 (“City”). The Township and City are sometimes hereafter each referred to as a “Party” and collectively as the “Parties.”

**WITNESSETH:**

**WHEREAS**, on October 12, 2015, the Parties entered into the Interlocal Agreement establishing a police authority;

**WHEREAS**, on September 1, 2016, the Parties entered into the Amendment No. 1 to the Interlocal Agreement whereby the title of the Interlocal Agreement was changed to the “Interlocal Agreement establishing the Metro Police Authority of Genesee County” and the name of the entity created was changed to “The Metro Police Authority of Genesee County”;

**WHEREAS**, the Parties have agreed to enter into this Amendment for the purpose of modifying Section 4.09 of the Interlocal Agreement;

**NOW THEREFORE**, it is hereby agreed by the Parties as follows:

**1. Amendment to Section 4.09 of the Interlocal Agreement.** Section 4.09 of the Interlocal Agreement is hereby deleted in its entirety and replaced with the following:

**Section 4.09. Chief of Police Appointment.** The Chief of Police and Deputy Chief of Police shall be appointed by the Police Authority Board in a manner consistent with Section 4.04 of this Agreement.

**2. Headings.** The headings of the sections set forth in this Amendment are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Amendment.

**3. Complete Agreement.** This Amendment No. \_\_\_\_, the Interlocal Agreement and any additional or supplementary documents incorporated by specific reference contain all of the terms and conditions agreed upon by the Parties and no other agreements, oral or otherwise, regarding the subject matter of this Amendment or any part thereof shall have any validity or bind either of the Parties.

**4. Severability.** If any provision of this Amendment is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Amendment.

**5. Waiver.** No waiver of any of the obligations contained herein shall be effective for any purpose unless the same shall be in writing signed by the Supervisor and Clerk of the Township and the Mayor and Clerk of the City.

**6. Construction.** This Amendment has been prepared and negotiations have occurred in connection with said preparation pursuant to the joint efforts of the Parties. This Amendment therefore shall not be construed against either Party.

**7. Amendment.** This Amendment may not be amended or modified except for by written agreement signed by both Parties.

**8. Certification of Authority to Sign Amendment.** The persons signing on behalf of each of the Parties certify by their signatures that they are authorized to sign the Amendment on behalf of such Party and that this Amendment has been authorized by such Party.

**9. Remainder of Agreement.** Except as modified by this Amendment, the terms of the Interlocal Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment to be executed and delivered by their respective duly authorized representatives as of the day and year first above written.

**CHARTER TOWNSHIP OF MUNDY**

Dated: \_\_\_\_\_

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

Joe Oskey  
Supervisor

Address: 3478 Mundy Avenue  
Swartz Creek, MI 48473

**CITY OF SWARTZ CREEK**

Dated: \_\_\_\_\_

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

David Krueger  
Mayor

Address: 8083 Civic Drive  
Swartz Creek, MI 48473

This Amendment was prepared by  
Kevin Kilby (P68599)  
McGraw Morris P.C.  
2075 W. Big Beaver Road  
Suite 750  
Troy, Michigan 48084  
(810) 569-0352  
[kkilby@mcgrawmorris.com](mailto:kkilby@mcgrawmorris.com)

**AMENDMENT NO. \_\_ TO THE  
INTERLOCAL AGREEMENT ESTABLISHING THE METRO  
POLICE AUTHORITY OF GENESEE COUNTY  
dated October 12, 2015 (hereinafter referred to as the “Interlocal Agreement”)**

**THIS AMENDMENT NO. \_\_** (“Amendment”) to the Interlocal Agreement is entered into effective January 1, 2019, by and between the Charter Township of Mundy, a Michigan Charter Township, whose address is 3478 Mundy Avenue, Swartz Creek, Michigan 48473 (“Township”), and the City of Swartz Creek, a Michigan Home Rule City, whose address is 8083 Civic Drive, Swartz Creek, Michigan 48473 (“City”). The Township and City are sometimes hereafter each referred to as a “Party” and collectively as the “Parties.”

**WITNESSETH:**

**WHEREAS**, on October 12, 2015, the Parties entered into the Interlocal Agreement establishing a police authority;

**WHEREAS**, on September 1, 2016, the Parties entered into the Amendment No. 1 to the Interlocal Agreement whereby the title of the Interlocal Agreement was changed to the “Interlocal Agreement establishing the Metro Police Authority of Genesee County” and the name of the entity created was changed to “The Metro Police Authority of Genesee County”;

**WHEREAS**, the Parties have agreed to enter into this Amendment for the purpose of modifying Section 4.10 of the Interlocal Agreement;

**NOW THEREFORE**, it is hereby agreed by the Parties as follows:

**1. Amendment to Section 4.10 of the Interlocal Agreement.** Section 4.10 of the Interlocal Agreement is hereby deleted in its entirety and replaced with the following:

**Section 4.10. Chief of Police and Deputy Chief of Police Duties, Contract, and Discipline.** The Chief of Police shall be vested with the ability to hire and terminate all personnel of the Police Authority with the exception of the members of the Police Authority Board, the Deputy Police Chief, the attorney, and the auditor for the Police Authority.

The Deputy Chief of Police shall act as the Chief of Police when the Chief of Police is unavailable due to death, sickness, vacation, or other reason where the Chief of Police is unavailable.

The appointments by the Chief of Police shall include, but not be limited to, a secretary, a treasurer, and all personnel other than the Police Authority Board members and the Police Authority attorney and auditor.

The secretary and treasurer shall serve at the pleasure of the Chief of Police. The Chief of Police shall, administer all programs, funds, facilities, contracts, and all other administrative and Police Service functions of the Police Authority and negotiate with all collective bargaining units, subject to approval by the Police Authority Board. The Chief of Police shall serve as an advisor to the Police Authority Board, the Finance Committee, and any ad-hoc committees established by the Police Authority Board. The Chief of Police shall report and be subject to the oversight of the Police Authority Board and in compliance with Section 4.11 of this Agreement. The Chief of Police shall receive compensation as determined by the Police Authority Board. All terms and conditions of the Chief of Police employment, including length of service, shall be specified in a written contract between the Chief of Police and the Police Authority, provided that the Chief of Police shall serve at the pleasure of the Police Authority Board, and the Police Authority Board may suspend, remove or discharge the Chief of Police in a manner consistent with Section 4.04 of this Agreement.

**2. Headings.** The headings of the sections set forth in this Amendment are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Amendment.

**3. Complete Agreement.** This Amendment No. \_\_\_\_\_, the Interlocal Agreement and any additional or supplementary documents incorporated by specific reference contain all of the terms and conditions agreed upon by the Parties and no other agreements, oral or otherwise, regarding the subject matter of this Amendment or any part thereof shall have any validity or bind either of the Parties.

**4. Severability.** If any provision of this Amendment is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Amendment.

**5. Waiver.** No waiver of any of the obligations contained herein shall be effective for any purpose unless the same shall be in writing signed by the Supervisor and Clerk of the Township and the Mayor and Clerk of the City.

**6. Construction.** This Amendment has been prepared and negotiations have occurred in connection with said preparation pursuant to the joint efforts of the Parties. This Amendment therefore shall not be construed against either Party.

**7. Amendment.** This Amendment may not be amended or modified except for by written agreement signed by both Parties.

**8. Certification of Authority to Sign Amendment.** The persons signing on behalf of each of the Parties certify by their signatures that they are authorized to sign the

Amendment on behalf of such Party and that this Amendment has been authorized by such Party.

**9. Remainder of Agreement.** Except as modified by this Amendment, the terms of the Interlocal Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment to be executed and delivered by their respective duly authorized representatives as of the day and year first above written.

**CHARTER TOWNSHIP OF MUNDY**

Dated: \_\_\_\_\_

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

Joe Oskey  
Supervisor

Address: 3478 Mundy Avenue  
Swartz Creek, MI 48473

**CITY OF SWARTZ CREEK**

Dated: \_\_\_\_\_

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

David Krueger  
Mayor

Address: 8083 Civic Drive  
Swartz Creek, MI 48473

This Amendment was prepared by  
Kevin Kilby (P68599)  
McGraw Morris P.C.  
2075 W. Big Beaver Road  
Suite 750  
Troy, Michigan 48084  
(810) 569-0352  
[kkilby@mcgrawmorris.com](mailto:kkilby@mcgrawmorris.com)

**AGREEMENT  
BETWEEN  
METRO POLICE AUTHORITY OF GENESEE COUNTY  
AND  
THE CITY OF SWARTZ CREEK  
REGARDING PROSECUTOR SERVICES**

**THIS AGREEMENT** is made and effective this \_\_\_\_\_ day of January 2019 by and between the METRO POLICE AUTHORITY OF GENESEE COUNTY, (“Authority”), with principal offices at 5420 Hill 23 Drive, Flint, MI 49507 and the CITY OF SWARTZ CREEK, (“City”), with principal offices at 8083 Civic Drive, Swartz Creek, MI 48473.

**WHEREAS**, the City and the Charter Township of Mundy (“Mundy”) entered into an Interlocal Agreement to create the Metro Police Authority of Genesee County to provide police services to both the City and the Township (“Interlocal Agreement”);

**WHEREAS**, the Authority currently provides police services to the City for the benefit of the general public;

**WHEREAS**, the City maintains ordinances to regulate the public health, safety, and welfare;

**WHEREAS**, the City’s prosecutor prior to the establishment of the Metro Police Authority of Genesee County was the firm of Simen, Figura & Parker, P.L.C. (“Law Firm”);

**WHEREAS**, the Interlocal Agreement provided that the Authority be vested with the power to hire a prosecutor to prosecute violations of the City and Township’s ordinances;

**WHEREAS**, the Authority selected the Law Firm to provide prosecution services to both the City and the Township;

**WHEREAS**, the Authority executed an agreement with the Law Firm to provide prosecution services with an effective date of January 1, 2019 (“Law Firm Agreement”);

**WHEREAS**, in December 2018, after the agreement between the Authority and Law Firm was executed, the Township requested a change to the Interlocal Agreement so that the Township’s ordinance violations would be prosecuted by the Township’s current prosecutor F. Jack Belzer;

**WHEREAS**, after several meetings between representatives of the City and the Township, both the City and the Township agreed to amend the Interlocal Agreement consistent with the Township’s request;

**WHEREAS**, the Authority had a valid and binding agreement with the Law Firm prior to the amendment to the Interlocal Agreement by the City and the Township;

**WHEREAS**, the City still desires the Authority to use the Law Firm to prosecute matters that are within the jurisdiction of the City;



**WHEREAS**, the Law Firm has agreed to amend the Law Firm Agreement to only prosecute those violations that are located within the City;

**NOW, THEREFORE**, in consideration and of the mutual covenants and promises herein contained, it is agreed by and between the Parties as follows:

**Section 1: Adoption of Recitals.** All of the matters stated in the recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement as through fully set forth in their entirety herein, provided that in cases of conflict, provisions of this Agreement other than matters stated in the recitals shall control over matters stated in the recitals.

**Section 2: Prosecution Services.** The City and the Authority agree that the Authority shall honor the Law Firm Agreement that has been amended by the Authority and Law Firm so that the Law Firm, with the exception of tax tribunal matters, shall prosecute violations of the City, as provided in Section 7.7(b) of the City Charter and the Authority shall pay all costs associated with the Law Firm for this service.

**Section 3: Payment.** In exchange for this service, the City agrees to pay the Authority all revenue received from the Court that relates to the enforcement of any violations that are prosecuted by the Law Firm. The City shall pay the Authority any revenue received by the court quarterly on the 1<sup>st</sup> day of January, April, July, and October each year that this Agreement is in effect or such other mutually date agreed to in writing.

**Section 4: Breach of Agreement.** If the City or the Authority breach this Agreement, then either party may terminate this Agreement upon 30 days written notice, provided, however, that the breaching party shall have 15 days to cure the alleged breach after receiving the written notice to terminate.

**Section 5: Interpretation.** For purposes of interpretation of this Agreement, neither the City nor the Authority shall be deemed to have been the drafter of this Agreement.

**Section 6: Construction.** This Agreement has been prepared and negotiations have occurred in connection with said preparation pursuant to the joint efforts of the Parties hereto. This Agreement therefore shall not be construed against any party to this Agreement.

**Section 7: Modification.** This Agreement shall not be modified, altered, or amended except through a written amendment signed by the City and the Authority.

**Section 8: No Third-Party Beneficiaries.** This Agreement is not intended to confer upon any person or entity, other than the Parties hereto, any rights or remedies of any kind or nature whatsoever.

**Section 9: Captions and Bylines.** The captions and bylines used in this Agreement are for the convenience of reference only and in no way define, limit or describe the scope of intent of any provision of this Agreement.

**Section 10: Addresses and Notice.** Unless otherwise provided herein, any notice, communication, request, reply or advice (herein severally and collectively, for convenience, called “Notice”) herein provided or permitted to be given, made or accepted by any party to any other party must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party addressed to the party to be notified. Notice deposited in the mail in the manner described above shall be conclusively deemed to be effective, unless otherwise stated herein, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to City:

City of Swartz Creek  
Attn: City Manager  
8083 Civic Drive  
Swartz Creek, MI 48473

If to Authority:

Metro Police Authority of Genesee County  
Attn: Chief of Police  
5420 Hill 23 Drive  
Flint, MI 49507

The parties hereto shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days written notice to the other party hereto.

**Section 11. Term.** This Agreement shall remain in full force and effect for the same term as the Law Firm Agreement. However, the City or the Authority may terminate this Agreement upon providing the Authority with Notice pursuant to Section 10 herein. However, such termination shall not take effect until the beginning of the next fiscal year of the Authority.

**IN WITNESS WHEREOF**, the Parties hereto acting under authority of their respective governing bodies have caused this Agreement to be duly executed in several counterparts, each of which shall constitute an original, all as of the day and year first above written, which is the Agreement Date.

**THE CITY**

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

**ATTEST:**

---

**THE AUTHORITY**

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

**ATTEST:**

---

**This Agreement was prepared by:**

McGraw Morris P.C.  
Attorney Kevin Kilby (P68599)  
2075 West Big Beaver Road  
Suite 750  
Troy, Michigan 48084  
(248) 502-4000  
[kkilby@mcgrawmorris.com](mailto:kkilby@mcgrawmorris.com)

**Prosecution Protocol Agreement  
Between  
The City of Swartz Creek  
And  
The Metro Police Authority of Genesee County**

**THIS PROSECUTION PROTOCOL Agreement** (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ between the CITY OF SWARTZ CREEK, (“City”), with principal office at 8083 Civic Drive, Swartz Creek, MI 48473 and the Metro Police Authority of Genesee County, whose address is 5420 Hill 23 Drive, Flint, Michigan 48507 (“Authority”).

**WHEREAS**, the City maintains ordinances to regulate the health and safety of the general public as well as other ordinances duly adopted pursuant to the laws of the state of Michigan;

**WHEREAS**, the City and the Township executed an INTERLOCAL AGREEMENT ESTABLISHING THE METRO POLICE AUTHORITY OF GENESEE COUNTY to provide Police Services to the City and the Township;

**WHEREAS**, the Authority currently provides police services to the City for the benefit of the general public;

**WHEREAS**, certain violations that are issued by the Authority are required to be prosecuted within the courts of the state of Michigan;

**WHEREAS**, as the Authority consists of more than one municipality, the City agrees that it is more efficient for the Authority, when interacting with the various prosecutors, that certain protocols be in place so that certain prosecution services are handled in a uniform manner;

**NOW, THEREFORE**, in consideration and of the mutual covenants and promises herein contained, the City and the Authority agree as follows:

**Section 1: Adoption of Recitals.** All of the matters stated in the recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement as through fully set forth in their entirety herein, provided that in cases of conflict, provisions of this Agreement other than matters stated in the recitals shall control over matters stated in the recitals.

**Section 2: Prosecution Protocol.**

- A. In order to ensure uniformity, the Authority will draft warrant templates for blood/alcohol and any other search warrants needed and these templates shall be utilized by the prosecutor and the City.

- B. Whenever possible an electronic signature system will be utilized for requesting authorization of warrants by the Authority personnel and return by the City's prosecutor. The City's prosecutor shall be provided an Authority email account for transacting such business.
- C. Any and all subpoenas deemed necessary by the prosecutor shall be drafted by the City prosecutor's staff. Subpoenas shall be forwarded to the Authority for service.
- D. If the City's prosecutor deems it necessary to have evidence at a particular proceeding, communication regarding such evidence will be directed to the officer in charge of the case. The Authority's personnel shall not be expected to bring evidence to every court proceeding for which they receive a subpoena, unless specifically directed to do so.
- E. The City's prosecutor shall advise the Authority of a secondary contact in the event he or she is unavailable.

**Section 3: Breach of Agreement.**

A. **Breach by the City.** If the City's prosecutor breaches this Agreement, the Authority shall notify the City in writing of the circumstances of the breach (hereinafter "Notice"). The City shall have no more than seven calendar days from the date it receives the Notice from the Authority to discuss the alleged breach with its prosecutor. Within 10 calendar days of receipt of the Notice, representatives from the City and the Authority shall meet to discuss the alleged breach. If it is determined by the parties that the prosecutor breached this Agreement, the City and Authority shall develop a corrective action plan to ensure that future breaches do not occur. If the City's prosecutor breaches this Agreement three or more times within a twelve-month period, the City agrees to take whatever action is necessary, up to and including the replacement of the prosecutor, to ensure that no future violations of this Agreement happen in the future.

B. **Breach by the Authority.** If the Authority's employee(s) breaches this Agreement, the City shall notify the Authority in writing of the circumstances of the breach (hereinafter "Notice"). The Authority shall have no more than seven calendar days from the date it receives the Notice from the City to discuss the alleged breach with its employee(s). Within 10 calendar days of receipt of the Notice, representatives from the City and the Authority shall meet to discuss the alleged breach. If it is determined by the parties that the Authority's employee(s) breached this Agreement, the City and Authority shall develop a corrective action plan to ensure that future breaches do not occur. If the same Authority employee breaches this Agreement three or more times within a twelve-month period, the Authority agrees to take whatever action is necessary, up to and including the reassignment of the employee, to ensure that no future violations of this Agreement happen in the future.

**Section 4: Interpretation.** For purposes of interpretation of this Agreement, neither the City nor the Authority shall be deemed to have been the drafter of this Agreement.

**Section 5: Construction.** This Agreement has been prepared and negotiations have occurred in connection with said preparation pursuant to the joint efforts of the Parties hereto. This Agreement therefore shall not be construed against any party to this Agreement.

**Section 6: Modification.** This Agreement shall not be modified, altered, or amended except through a written amendment signed by the City and the Authority.

**Section 7: No Third-Party Beneficiaries.** This Agreement is not intended to confer upon any person or entity, other than the Parties hereto, any rights or remedies of any kind or nature whatsoever.

**Section 8: Captions and Bylines.** The captions and bylines used in this Agreement are for the convenience of reference only and in no way define, limit or describe the scope of intent of any provision of this Agreement.

**Section 9: Addresses and Notice.** Unless otherwise provided herein, any Notice to the City or the Authority must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to the City Manager or City Clerk or if to the Authority by delivery to the Chief of Police or the Operations Lieutenant. Notice deposited in the mail in the manner described above shall be conclusively deemed to be effective, unless otherwise stated herein, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the City and the Authority. For the purposes of notice, the address of the City and the Authority shall, until changed as hereinafter provided, be as follows:

**If to the City:**

City of Swartz Creek  
Attn: City Manager  
8083 Civic Drive  
Swartz Creek, MI 48473

**If to the Authority:**

Metro Police Authority of Genesee County  
Attn: Chief of Police  
5420 Hill 23 Drive  
Flint, Michigan 48507

The City and the Authority shall have the right from time to time and at any time to change its respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days written notice to the other party.

**Section 10. Term.** The term of this Prosecution Protocol shall be for the same term as stated in Section 8.01 of the INTERLOCAL AGREEMENT ESTABLISHING THE METRO POLICE AUTHORITY OF GENESEE COUNTY, which was filed with the state of Michigan, Department of State on December 9, 2015.

**IN WITNESS WHEREOF**, the City and the Authority acting under authority of their respective governing bodies have caused this Agreement to be duly executed as of the day and year first above written, which is the Agreement and Effective Date.

**THE CITY**

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

**ATTEST:**

\_\_\_\_\_

(OFFICIAL SEAL)

**THE AUTHORITY:**

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

**ATTEST:**

\_\_\_\_\_

**This Agreement was prepared by:**

McGraw Morris P.C.  
Attorney Kevin Kilby (P68599)  
2075 West Big Beaver Road  
Suite 750  
Troy, Michigan 48084  
(248) 502-4000  
[kkilby@mcgrawmorris.com](mailto:kkilby@mcgrawmorris.com)

## Swartz Creek Technical Assistance Proposal

### Walk, Bike Swartz Creek

#### **Proposed Project Dates**

March 1, 2019 - October 31, 2019

#### **Goals of Project**

1. Successfully apply for \$600,000 in federal funding to support infrastructure improvements within two miles of Swartz Creek Middle School, Elms Elementary and Syring Elementary.
2. Draft a community outreach and marketing plan to encourage residents to walk or bike for transportation, raise awareness of Safe Routes to School efforts and calm traffic and.

#### **Goal One Details**

The Crim Fitness Foundation will provide technical assistance and grant writing for Swartz Creek School District, resulting in the completion of a Safe Routes to School grant application for \$600,000 in federal funding to improve the built infrastructure within 2 miles of Syring Elementary, Elms Elementary and Swartz Creek Middle School.

The Crim will convene community stakeholders, City of Swartz Creek staff, residents, MDOT engineers, business owners and potential funders. The Crim will collect traffic safety data, observe traffic patterns at major intersections, conduct walking and bicycling assessments, conduct surveys of families and students and will draft a walkability action plan with specific tasks, goals and timelines.

#### **Action Steps**

1. Host initial community listening session
2. Data collection and visualization process, including walking audits, surveys, mapping, photos, etc.
3. Presentation to community of draft recommendations
4. Optional final presentation to community of draft recommendations
5. Submit federal Safe Routes to School grant application

**Outcomes:** A successful Safe Routes to School grant application will result in new and improved sidewalks within 2 miles of Syring Elementary, Elms Elementary and Swartz Creek Middle School. In addition, the infrastructure improvements will result in increased safety for students who walking or biking to and from school and increase student perceptions of safety.

**Impact:** As a result of these outcomes, more students will choose to walk or bike to school.



### **Technical Assistance Fee**

Expenses will include technical assistance and support from Crim Active Communities staff; equipment and supplies for community meetings; printing; evaluation costs; travel; accounting and administrative costs.

Cost for 3 Schools - \$45,000

### **Other**

Engineering costs will be an additional expense not covered by the Safe Routes to School grant or the Crim Fitness Foundation through this contract. Typical engineering costs are approximately 20 - 25% of the total project amount.

### **Project Outline - Goal Two**

The Crim Fitness Foundation will draft a community outreach and marketing plan to encourage residents to walk or bike for transportation, raise awareness of Safe Routes to School efforts and calm traffic.

The Crim will utilize the results of Safe Routes to School survey, walking audits and other data collection to inform the outreach and marketing plan. The plan will focus on encouraging families to walk and bike throughout all of Swartz Creek. This will include education, events and opportunities to collaborate on the work being done at the schools. The plan will incorporate the Safe Routes to School work at the schools.

### **Action Steps**

6. Collect data about resident perceptions on walking and biking
7. Collect information on trends for walking and biking in Swartz Creek
8. Determine Swartz Creek walk score
9. Determine opportunities to immediately begin encouraging walking
10. Research costs that may be associated with implementing the plan
11. Draft outreaching and marketing plan

**Outcomes:** The City of Swartz Creek will have a comprehensive education and marketing plan that can be implemented with the assistance of a consultant or staff person.

**Impact:** More residents will choose to walk and bike.

### **Technical Assistance Fee**

Expenses will include Crim staff time, travel, printing, administrative costs and accounting. Cost for community wide education and marketing plan - \$20,000

### **Background on Crim Fitness Foundation**

The Crim Fitness Foundation cultivates accessible, vibrant communities in Flint and Genesee County that encourage and create equitable opportunities for individuals to lead healthy lifestyles. To do this, we must address access to programs, resources and long term interventions. At the Crim we do this in three ways:

1. Providing nutrition, physical activity and mindfulness programs for youth and adults;
2. Establishing neighborhood schools as community resource hubs through the coordination of Flint's Community Education Initiative
3. Creating long term change by working with communities to eliminate barriers to success by changing policies, systems and the built environment.

The Crim has a successful track record with developing Complete Streets policies, coordinating and overseeing installation of bicycle facilities, reviewing and making recommendations nonmotorized and community master plans and writing grants for pedestrian and bicycle safety. Since 2008, the Crim has secured more than one million dollars in infrastructure improvements that directly benefited Genesee County.



STATE OF MICHIGAN  
DEPARTMENT OF TRANSPORTATION  
LANSING

GRETCHEN WHITMER  
GOVERNOR

PAUL C. AJEGBA  
DIRECTOR

January 14, 2018

Ms. Connie Eskew, City Clerk  
City of Swartz Creek  
8083 Civic Drive  
Swartz Creek, Michigan 48473



Dear Ms. Eskew:

RE: Contract Number: 18-5556  
Control Section: STU 25000  
Job Number: 130637CON  
Location: Cappy Ln. to Miller Rd.

Enclosed are the original and one copy of the above described contract between your organization and the Michigan Department of Transportation (MDOT). Please take time to read and understand this contract.

1. Do not date the contracts. MDOT will date the contracts when they are executed.
2. If this contract meets with your approval, secure the authorized signatures on the enclosed contracts.
3. Attach two (2) original certified resolutions. The resolution should specifically name the officials who are authorized to sign the contract and include the contract number. If you need an example of a resolution, please contact Kathy Fulton at [fultonk@michigan.gov](mailto:fultonk@michigan.gov) or (517) 335-4404.
4. Return signed contracts and resolutions for MDOT execution to:

Kathy J. Fulton, Contract Technician  
MDOT – Development Services Division, 2<sup>nd</sup> Floor  
425 West Ottawa Street, P.O. Box 30050  
Lansing, MI 48909

To ensure that the work and payment for this project is not delayed, return the contracts within 35 days from the date of this letter. A copy of the executed contract will be returned to your organization.

**If you have questions on the content of this contract, or revisions are required, please contact Monica Uribe, Local Government Contract Engineer at [uribem1@michigan.gov](mailto:uribem1@michigan.gov) or (517) 335-2266.**

Enclosure

STP

DA

Control Section	STU 25000
Job Number	130637CON
Project	1900(198)
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	18-5556

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of \_\_\_\_\_, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF SWARTZ CREEK, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in the City of Swartz Creek, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated December 27, 2018, attached hereto and made a part hereof:

PART A - FEDERAL PARTICIPATION

Hot mix asphalt cold milling and resurfacing work along Fairchild Street from Cappy Lane northerly to Miller Road; including drainage improvement, pavement repair, miscellaneous concrete curb and gutter, and concrete sidewalk and ramp; and all together with necessary related work.

PART B - NO FEDERAL PARTICIPATION

Conduit installation and audio-visual survey work within the limits as described in PART A; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including costs incurred by the DEPARTMENT and the REQUESTING PARTY for construction engineering, construction materials testing, and inspection and any other costs incurred by the DEPARTMENT as a result of this contract.

Costs for construction engineering, construction materials testing, and inspection incurred by the DEPARTMENT and the REQUESTING PARTY including any other costs by the DEPARTMENT as a result of this contract, will be at PROJECT COST. Costs for construction engineering and inspection incurred by the REQUESTING PARTY for the PART A portion of the PROJECT shall be limited to the lesser of: (1) 100 percent of the actual costs for construction engineering, construction materials testing, and inspection for the PART A portion of the PROJECT, or (2) 15 percent of the actual contracted physical construction costs for the PART A portion of the PROJECT.

The costs incurred by the REQUESTING PARTY for construction engineering, construction materials testing, and inspection for the PART B portion of the PROJECT, preliminary engineering and right of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, under the terms of this contract, shall:
  - A. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
  - B. At PROJECT COST, perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PART A portion of the PROJECT.
  - C. At no cost to the PROJECT
    - (1). Design or cause to be designed the plans for the PROJECT.
    - (2). Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PART B portion of the PROJECT.
5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST at the established Federal participation ratio equal to 81.85 percent. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. A working capital deposit by the REQUESTING PARTY will not be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein

provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhere to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that

fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the state and/or the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.



13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.

- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
  
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF SWARTZ CREEK

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

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

By \_\_\_\_\_  
Department Director MDOT

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



December 27, 2018

EXHIBIT I

CONTROL SECTION      STU 25000  
JOB NUMBER            130637CON  
PROJECT                1900(198)

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$284,300	\$8,100	\$292,400
CONSTRUCTION ENGINEERING, CONSTRUCTION MATERIALS TESTING, & INSPECTION (REQUESTING PARTY)	\$ 42,600	\$ -0-	\$ 42,600
GRAND TOTAL	\$326,900	\$8,100	\$335,000

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$326,900	\$8,100	\$335,000
Less Federal Funds	<u>\$267,600</u>	<u>\$ -0-</u>	<u>\$267,600</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 59,300	\$8,100	\$ 67,400

NO DEPOSIT

DOT

TYPE B  
BUREAU OF HIGHWAYS  
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

03-15-93

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## SECTION I

### COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
  - 1. Engineering
    - a. FAPG (6012.1): Preliminary Engineering
    - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
    - c. FAPG (23 CFR 635A): Contract Procedures
    - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
  - 2. Construction
    - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
    - b. FAPG (23 CFR 140B): Construction Engineering Costs
    - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
    - d. FAPG (23 CFR 635A): Contract Procedures
    - e. FAPG (23 CFR 635B): Force Account Construction
    - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
  - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
  - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
  - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
  - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
  - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

## SECTION II

### PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.



- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

### SECTION III

#### ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education  
Accounting Service Center  
Hannah Building  
608 Allegan Street  
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number \_\_\_\_\_", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
  
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.



## SECTION IV

### MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

## SECTION V

### SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

**APPENDIX A**  
**PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

**APPENDIX B  
TITLE VI ASSURANCE**

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
  - a. Withholding payments to the contractor until the contractor complies; and/or
  - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

**APPENDIX C**

**TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE  
AGREEMENTS WITH LOCAL AGENCIES**

**Assurance that Recipients and Contractors Must Make  
(Excerpts from US DOT Regulation 49 CFR 26.13)**

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.



**Request for Annual Delegation of School Plan Review and Inspection Authority to a Local Unit of Government Enforcing Agency**  
 Michigan Department of Licensing and Regulatory Affairs  
 Bureau of Construction Codes  
 P.O. Box 30254, Lansing, MI 48909  
 Phone: 517-241-9316 / E-Mail: lara-bcc-licensing@michigan.gov  
 www.michigan.gov/bcc

Authority: 1937 PA 306 Penalty: Failure to provide information may result in the denial of your request.	LARA is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.
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SCHOOL DISTRICT				
NAME OF SCHOOL DISTRICT				COUNTY
ADDRESS				
CITY	STATE <b>MI</b>	ZIP CODE	TELEPHONE NUMBER (Include Area Code)	FAX NUMBER (Include Area Code)
PRIMARY CONTACT PERSON		TITLE	E-MAIL ADDRESS	

Each local government enforcing agency in which facilities of the school district are located must complete this application attesting to the agreement with the information contained in this application. (Attach additional sheets if necessary)

LOCAL UNIT OF GOVERNMENT / CODE ENFORCING AGENCY				
NAME OF LOCAL UNIT OF GOVERNMENT				COUNTY
ADDRESS				
CITY	STATE <b>MI</b>	ZIP CODE	TELEPHONE NUMBER (Include Area Code)	FAX NUMBER (Include Area Code)
PRIMARY CONTACT PERSON		TITLE	E-MAIL ADDRESS	

By checking the boxes below you are certifying the following:

- |   |   |
|---|---|
| <input type="checkbox"/> The governmental subdivision and the enforcing agency are qualified by experience or training to administer and enforce this act and the code and all related acts and rules<br><br><input type="checkbox"/> Pursuant to MCL 338.851(b)(5) this form is to certify that full-time code officials, inspectors and plan reviewers registered under the building officials and inspectors registration act, 1986 PA 54, MCL 338.2301 to 338.2313, will conduct plan reviews and inspections of school buildings.<br><br><input type="checkbox"/> Agency personnel are provided as necessary<br><br><input type="checkbox"/> Timely field inspection services will be provided | <input type="checkbox"/> Administrative services are provided<br><br><input type="checkbox"/> Plan review services are provided |
|---|---|

**Certification by School District and Local Government Enforcing Agency** - In the sections below, provide the signature of the school board and the local government authorized to enforce construction codes in which school facilities are located. **Note:** A local government not authorized to enforce the state construction codes does not qualify for delegation of school plan review and inspection authority.

SIGNATURE AND CERTIFICATION OF SCHOOL BOARD PRESIDENT	
I hereby certify the information contained in this application is accurate and that I am duly authorized to sign on behalf of the parties listed in this application. I further certify adherence to all applicable laws and rules under the delegation of authority.	
NAME OF SCHOOL BOARD OFFICIAL (Please Print)	NAME OF LOCAL SCHOOL DISTRICT
SIGNATURE OF SCHOOL BOARD OFFICIAL	DATE

SIGNATURE AND CERTIFICATION OF LOCAL UNIT OF GOVERNMENT	
I hereby certify the information contained in this application is accurate and that I am duly authorized to sign on behalf of the parties listed in this application. I further certify adherence to all applicable laws and rules under the delegation of authority.	
NAME AND TITLE OF LOCAL UNIT OF GOVERNMENT OFFICIAL (Please Print)	NAME OF LOCAL UNIT OF GOVERNMENT (enforcing agency)
SIGNATURE OF LOCAL UNIT OF GOVERNMENT OFFICIAL	DATE

REVENUE AND EXPENDITURE REPORT FOR CITY OF SWARTZ CREEK  
PERIOD ENDING 12/31/2018

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 12/31/2018	AVAILABLE BALANCE	% BDGT USED
Fund 101 - General Fund					
000.000 - General	2,300,843.00	1,705,663.65	103,305.40	595,179.35	74.13
215.000 - Administration and Clerk	75.00	28.00	3.60	47.00	37.33
253.000 - Treasurer	1,000.00	3,169.07	1,510.00	(2,169.07)	316.91
301.000 - Police Dept	5,400.00	5,910.16	870.06	(510.16)	109.45
345.000 - PUBLIC SAFETY BUILDING	18,200.00	13,496.64	4,004.03	4,703.36	74.16
410.000 - Building & Zoning & Planning	51,350.00	48,291.00	2,605.00	3,059.00	94.04
448.000 - Lighting	8,990.00	3,860.76	643.46	5,129.24	42.95
782.000 - Facilities - Abrams Park	195.00	0.00	0.00	195.00	0.00
783.000 - Facilities - Elms Rd Park	7,600.00	1,100.00	0.00	6,500.00	14.47
786.000 - Non-Motorized Trailway	0.00	15,000.00	15,000.00	(15,000.00)	100.00
790.000 - Facilities-Senior Center/Libr	8,200.00	3,849.34	646.93	4,350.66	46.94
790.012 - CDBG Senior Center Operations	1,724.00	0.00	0.00	1,724.00	0.00
TOTAL REVENUES	2,403,577.00	1,800,368.62	128,588.48	603,208.38	
000.000 - General	1,000.00	0.00	0.00	1,000.00	0.00
101.000 - Council	16,993.58	11,680.29	2,317.01	5,313.29	68.73
172.000 - Executive	103,672.94	52,350.95	9,055.80	51,321.99	50.50
201.000 - Finance,Budgeting,Accounting	47,158.76	28,336.17	8,527.09	18,822.59	60.09
215.000 - Administration and Clerk	29,927.85	15,443.89	2,560.24	14,483.96	51.60
228.000 - Information Technology	16,300.00	11,224.11	2,736.00	5,075.89	68.86
247.000 - Board of Review	6,104.00	565.16	322.94	5,538.84	9.26
253.000 - Treasurer	42,340.57	19,280.31	3,137.76	23,060.26	45.54

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 12/31/2018	AVAILABLE BALANCE	% BDGT USED
257.000 - Assessor	48,383.09	26,627.36	2,885.62	21,755.73	55.03
262.000 - Elections	40,212.68	22,800.09	939.76	17,412.59	56.70
266.000 - Legal Council	15,500.00	8,946.00	3,906.00	6,554.00	57.72
301.000 - Police Dept	0.00	7,975.59	7,850.60	(7,975.59)	100.00
301.851 - Retiree Employer Health Care PSFY	24,000.00	9,174.17	1,494.27	14,825.83	38.23
334.000 - Metro Police Authority	995,200.00	485,463.50	0.00	509,736.50	48.78
336.000 - Fire Department	186,322.00	77,657.42	11,971.49	108,664.58	41.68
345.000 - PUBLIC SAFETY BUILDING	51,632.26	21,769.95	2,777.66	29,862.31	42.16
410.000 - Building & Zoning & Planning	96,790.62	56,100.14	14,674.20	40,690.48	57.96
410.025 - 2017 CDBG 5157 Morrish Demo	375.00	0.00	0.00	375.00	0.00
448.000 - Lighting	140,000.00	44,098.30	8,662.50	95,901.70	31.50
781.000 - Facilities - Pajtas Amphitheat	2,217.98	767.37	2.83	1,450.61	34.60
782.000 - Facilities - Abrams Park	41,700.97	19,248.40	444.39	22,452.57	46.16
783.000 - Facilities - Elms Rd Park	62,623.58	36,237.22	760.01	26,386.36	57.87
783.016 - Elms Park Brm-Trail Reno RP15-0003	2,710.50	982.85	0.00	1,727.65	36.26
784.000 - Facilities - Bicentennial Park	1,527.00	1,122.45	0.00	404.55	73.51
786.000 - Non-Motorized Trailway	150,000.00	0.00	0.00	150,000.00	0.00
787.000 - Veterans Memorial Park	3,273.55	1,841.22	49.04	1,432.33	56.25
790.000 - Facilities-Senior Center/Libr	36,065.22	16,750.62	2,117.21	19,314.60	46.45
790.012 - CDBG Senior Center Operations	1,724.00	0.00	0.00	1,724.00	0.00
793.000 - Facilities - New City Hall	19,468.56	8,031.97	1,161.95	11,436.59	41.26
794.000 - Community Promotions Program	32,056.05	20,821.40	3,436.87	11,234.65	64.95
796.000 - Facilities - Cemetary	2,535.77	2,240.89	955.70	294.88	88.37

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 12/31/2018	AVAILABLE BALANCE	% BDGT USED
797.000 - Facilities - City Parking Lots	106,975.60	9,936.87	432.25	97,038.73	9.29
851.000 - Retired Employee Health Care	26,800.00	6,730.32	2,296.16	20,069.68	25.11
852.000 - Insurance Claims Assessmernt (Tax)	110.00	17.20	0.00	92.80	15.64
965.000 - Transfers Out	278,730.00	219,930.00	0.00	58,800.00	78.90
<b>TOTAL EXPENDITURES</b>	<b>2,630,432.13</b>	<b>1,244,152.18</b>	<b>95,475.35</b>	<b>1,386,279.95</b>	
<b>Fund 101 - General Fund:</b>					
TOTAL REVENUES	2,403,577.00	1,800,368.62	128,588.48	603,208.38	74.90
TOTAL EXPENDITURES	2,630,432.13	1,244,152.18	95,475.35	1,386,279.95	47.30
NET OF REVENUES & EXPENDITURES	(226,855.13)	556,216.44	33,113.13	(783,071.57)	
<b>Fund 202 - Major Street Fund</b>					
000.000 - General	419,300.00	181,146.48	42,204.64	238,153.52	43.20
441.000 - Miller Rd Park & Ride	5,200.00	1,752.92	0.00	3,447.08	33.71
449.500 - Right of Way - General	0.00	1,250.00	1,250.00	(1,250.00)	100.00
453.105 - Fairchild-Cappy to Miller TIP	230,601.00	0.00	0.00	230,601.00	0.00
463.000 - Routine Maint - Streets	0.00	287.50	115.00	(287.50)	100.00
478.000 - Snow & Ice Removal	500.00	1,237.32	1,077.12	(737.32)	247.46
<b>TOTAL REVENUES</b>	<b>655,601.00</b>	<b>185,674.22</b>	<b>44,646.76</b>	<b>469,926.78</b>	
228.000 - Information Technology	825.00	529.71	171.00	295.29	64.21
429.000 - Occupational Safety	26.91	0.00	0.00	26.91	0.00
441.000 - Miller Rd Park & Ride	6,787.80	2,891.88	440.29	3,895.92	42.60
449.500 - Right of Way - General	10,000.00	4,556.50	0.00	5,443.50	45.57
449.501 - Right of Way - Storms	15,920.00	0.00	0.00	15,920.00	0.00
453.105 - Fairchild-Cappy to Miller TIP	304,330.71	14,055.59	0.00	290,275.12	4.62
463.000 - Routine Maint - Streets	139,158.87	58,604.26	2,715.29	80,554.61	42.11
463.104 - Winston Drive Reconstruction	1,200.00	299.88	0.00	900.12	24.99

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 12/31/2018	AVAILABLE BALANCE	% BDGT USED
473.000 - Routine Maint - Bridges	400.00	0.00	0.00	400.00	0.00
474.000 - Traffic Services	39,708.00	22,121.82	1,440.27	17,586.18	55.71
478.000 - Snow & Ice Removal	41,544.80	9,725.95	5,055.11	31,818.85	23.41
482.000 - Administrative	18,887.00	3,972.16	474.55	14,914.84	21.03
538.500 - Intercommunity storm drains	7,000.00	1,904.29	375.19	5,095.71	27.20
786.000 - Non-Motorized Trailway	20,000.00	0.00	0.00	20,000.00	0.00
965.000 - Transfers Out	85,000.00	85,000.00	0.00	0.00	100.00
<b>TOTAL EXPENDITURES</b>	<b>690,789.09</b>	<b>203,662.04</b>	<b>10,671.70</b>	<b>487,127.05</b>	
<b>Fund 202 - Major Street Fund:</b>					
TOTAL REVENUES	655,601.00	185,674.22	44,646.76	469,926.78	28.32
TOTAL EXPENDITURES	690,789.09	203,662.04	10,671.70	487,127.05	29.48
NET OF REVENUES & EXPENDITURES	(35,188.09)	(17,987.82)	33,975.06	(17,200.27)	
<b>Fund 203 - Local Street Fund</b>					
000.000 - General	133,125.00	67,073.66	13,440.94	66,051.34	50.38
449.000 - Right of Way Telecomm	15,000.00	0.00	0.00	15,000.00	0.00
449.500 - Right of Way - General	0.00	1,250.00	1,250.00	(1,250.00)	100.00
463.000 - Routine Maint - Streets	475.00	287.50	115.00	187.50	60.53
478.000 - Snow & Ice Removal	300.00	878.28	718.08	(578.28)	292.76
931.000 - Transfers IN	596,500.00	596,500.00	0.00	0.00	100.00
<b>TOTAL REVENUES</b>	<b>745,400.00</b>	<b>665,989.44</b>	<b>15,524.02</b>	<b>79,410.56</b>	
228.000 - Information Technology	825.00	529.72	171.00	295.28	64.21
429.000 - Occupational Safety	0.00	174.70	0.00	(174.70)	100.00
449.500 - Right of Way - General	8,800.00	12,538.84	0.00	(3,738.84)	142.49
449.501 - Right of Way - Storms	1,500.00	0.00	0.00	1,500.00	0.00
463.000 - Routine Maint - Streets	275,357.47	186,549.04	3,777.08	88,808.43	67.75



GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 12/31/2018	AVAILABLE BALANCE	% BDGT USED
463.103 - Worcester/Chesterfield Reconstructic	0.00	4,312.78	0.00	(4,312.78)	100.00
463.105 - Daval Reoncstruction	96,386.78	15,363.25	8,628.25	81,023.53	15.94
463.106 - Hemsley Reconstruction	63,635.00	11,650.75	0.00	51,984.25	18.31
474.000 - Traffic Services	8,990.20	13,220.91	284.42	(4,230.71)	147.06
478.000 - Snow & Ice Removal	50,206.02	7,188.65	3,930.45	43,017.37	14.32
482.000 - Administrative	19,538.64	3,808.60	529.84	15,730.04	19.49
538.500 - Intercommunity storm drains	6,800.00	1,904.29	375.19	4,895.71	28.00
<b>TOTAL EXPENDITURES</b>	<b>532,039.11</b>	<b>257,241.53</b>	<b>17,696.23</b>	<b>274,797.58</b>	
<b>Fund 203 - Local Street Fund:</b>					
TOTAL REVENUES	745,400.00	665,989.44	15,524.02	79,410.56	89.35
TOTAL EXPENDITURES	532,039.11	257,241.53	17,696.23	274,797.58	48.35
NET OF REVENUES & EXPENDITURES	213,360.89	408,747.91	(2,172.21)	(195,387.02)	
<b>Fund 204 - MUNICIPAL STREET FUND</b>					
000.000 - General	628,290.00	606,521.86	697.38	21,768.14	96.54
<b>TOTAL REVENUES</b>	<b>628,290.00</b>	<b>606,521.86</b>	<b>697.38</b>	<b>21,768.14</b>	
905.000 - Debt Service	164,444.40	14,843.03	0.00	149,601.37	9.03
965.000 - Transfers Out	462,000.00	461,500.00	0.00	500.00	99.89
<b>TOTAL EXPENDITURES</b>	<b>626,444.40</b>	<b>476,343.03</b>	<b>0.00</b>	<b>150,101.37</b>	
<b>Fund 204 - MUNICIPAL STREET FUND:</b>					
TOTAL REVENUES	628,290.00	606,521.86	697.38	21,768.14	96.54
TOTAL EXPENDITURES	626,444.40	476,343.03	0.00	150,101.37	76.04
NET OF REVENUES & EXPENDITURES	1,845.60	130,178.83	697.38	(128,333.23)	

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 12/31/2018	AVAILABLE BALANCE	% BDGT USED
Fund 226 - Garbage Fund					
000.000 - General	393,465.00	373,559.27	549.28	19,905.73	94.94
TOTAL REVENUES	393,465.00	373,559.27	549.28	19,905.73	
000.000 - General	10,373.00	0.00	0.00	10,373.00	0.00
101.000 - Council	5,865.88	2,235.62	479.11	3,630.26	38.11
172.000 - Executive	8,937.06	3,891.76	476.28	5,045.30	43.55
201.000 - Finance,Budgeting,Accounting	6,497.00	5,040.26	1,801.70	1,456.74	77.58
215.000 - Aministration and Clerk	4,871.76	2,162.07	395.49	2,709.69	44.38
228.000 - Information Technology	2,200.00	1,344.29	342.00	855.71	61.10
253.000 - Treasurer	8,064.19	3,638.83	592.15	4,425.36	45.12
257.000 - Assessor	3,000.00	0.00	0.00	3,000.00	0.00
528.000 - Sanitation Collection	282,905.90	119,645.22	23,558.17	163,260.68	42.29
530.000 - Wood Chipping	41,993.60	22,156.40	613.56	19,837.20	52.76
782.000 - Facilities - Abrams Park	3,366.80	4,809.88	41.82	(1,443.08)	142.86
783.000 - Facilities - Elms Rd Park	5,384.54	5,224.40	206.62	160.14	97.03
793.000 - Facilities - New City Hall	3,904.49	1,860.13	292.43	2,044.36	47.64
TOTAL EXPENDITURES	387,364.22	172,008.86	28,799.33	215,355.36	
Fund 226 - Garbage Fund:					
TOTAL REVENUES	393,465.00	373,559.27	549.28	19,905.73	94.94
TOTAL EXPENDITURES	387,364.22	172,008.86	28,799.33	215,355.36	44.40
NET OF REVENUES & EXPENDITURES	6,100.78	201,550.41	(28,250.05)	(195,449.63)	
Fund 248 - Downtown Development Fund					
000.000 - General	49,600.00	36,970.37	3.45	12,629.63	74.54
728.004 - Family Movie Night	1,000.00	500.00	0.00	500.00	50.00
TOTAL REVENUES	50,600.00	37,470.37	3.45	13,129.63	
173.000 - DDA Administration	3,365.00	2,507.95	0.89	857.05	74.53

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 12/31/2018	AVAILABLE BALANCE	% BDGT USED
728.000 - Economic Development	10,125.00	4,283.75	0.00	5,841.25	42.31
728.002 - Streetscape	101,200.00	15,647.50	0.00	85,552.50	15.46
728.003 - Facade Program	10,000.00	4,750.50	2,250.50	5,249.50	47.51
728.004 - Family Movie Night	3,900.00	2,329.00	0.00	1,571.00	59.72
<b>TOTAL EXPENDITURES</b>	<b>128,590.00</b>	<b>29,518.70</b>	<b>2,251.39</b>	<b>99,071.30</b>	
<b>Fund 248 - Downtown Development Fund:</b>					
TOTAL REVENUES	50,600.00	37,470.37	3.45	13,129.63	74.05
TOTAL EXPENDITURES	128,590.00	29,518.70	2,251.39	99,071.30	22.96
NET OF REVENUES & EXPENDITURES	(77,990.00)	7,951.67	(2,247.94)	(85,941.67)	
<b>Fund 350 - City Hall Debt Fund</b>					
000.000 - General	14.50	9.14	2.23	5.36	63.03
931.000 - Transfers IN	88,730.00	88,730.00	0.00	0.00	100.00
<b>TOTAL REVENUES</b>	<b>88,744.50</b>	<b>88,739.14</b>	<b>2.23</b>	<b>5.36</b>	
905.000 - Debt Service	89,480.00	7,240.00	0.00	82,240.00	8.09
<b>TOTAL EXPENDITURES</b>	<b>89,480.00</b>	<b>7,240.00</b>	<b>0.00</b>	<b>82,240.00</b>	
<b>Fund 350 - City Hall Debt Fund:</b>					
TOTAL REVENUES	88,744.50	88,739.14	2.23	5.36	99.99
TOTAL EXPENDITURES	89,480.00	7,240.00	0.00	82,240.00	8.09
NET OF REVENUES & EXPENDITURES	(735.50)	81,499.14	2.23	(82,234.64)	
<b>Fund 402 - Fire Equip Replacement Fund</b>					
000.000 - General	70.00	(861.73)	0.00	931.73	(1,231.04)
931.000 - Transfers IN	140,000.00	81,200.00	0.00	58,800.00	58.00
<b>TOTAL REVENUES</b>	<b>140,070.00</b>	<b>80,338.27</b>	<b>0.00</b>	<b>59,731.73</b>	
336.000 - Fire Department	250,000.00	191,187.48	0.00	58,812.52	76.47
<b>TOTAL EXPENDITURES</b>	<b>250,000.00</b>	<b>191,187.48</b>	<b>0.00</b>	<b>58,812.52</b>	



GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 12/31/2018	AVAILABLE BALANCE	% BDGT USED
Fund 402 - Fire Equip Replacement Fund:					
TOTAL REVENUES	140,070.00	80,338.27	0.00	59,731.73	57.36
TOTAL EXPENDITURES	250,000.00	191,187.48	0.00	58,812.52	76.47
NET OF REVENUES & EXPENDITURES	(109,930.00)	(110,849.21)	0.00	919.21	
Fund 590 - Water Supply Fund					
000.000 - General	1,100.00	(4,639.73)	38.62	5,739.73	(421.79)
540.000 - Water System	2,164,550.00	1,012,216.52	490,293.19	1,152,333.48	46.76
TOTAL REVENUES	2,165,650.00	1,007,576.79	490,331.81	1,158,073.21	
000.000 - General	71,858.10	0.00	0.00	71,858.10	0.00
101.000 - Council	8,736.44	5,633.83	1,197.57	3,102.61	64.49
172.000 - Executive	28,649.55	14,338.76	2,097.61	14,310.79	50.05
201.000 - Finance,Budgeting,Accounting	20,581.00	14,527.99	4,863.54	6,053.01	70.59
215.000 - Aministration and Clerk	18,419.23	8,545.61	1,446.61	9,873.62	46.40
228.000 - Information Technology	6,855.00	3,832.12	1,539.00	3,022.88	55.90
253.000 - Treasurer	28,771.38	13,883.95	2,211.43	14,887.43	48.26
540.000 - Water System	1,974,615.10	800,876.46	134,457.80	1,173,738.64	40.56
542.000 - Read and Bill	53,243.20	23,483.15	4,725.46	29,760.05	44.11
793.000 - Facilities - New City Hall	9,588.51	4,641.30	730.12	4,947.21	48.40
850.000 - Other Functions	12,000.00	0.00	0.00	12,000.00	0.00
905.000 - Debt Service	49,115.60	4,433.63	0.00	44,681.97	9.03
TOTAL EXPENDITURES	2,282,433.11	894,196.80	153,269.14	1,388,236.31	
Fund 590 - Water Supply Fund:					
TOTAL REVENUES	2,165,650.00	1,007,576.79	490,331.81	1,158,073.21	46.53
TOTAL EXPENDITURES	2,282,433.11	894,196.80	153,269.14	1,388,236.31	39.18
NET OF REVENUES & EXPENDITURES	(116,783.11)	113,379.99	337,062.67	(230,163.10)	

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 12/31/2018	AVAILABLE BALANCE	% BDGT USED
Fund 591 - Sanitary Sewer Fund					
000.000 - General	1,080.00	(2,538.34)	61.97	3,618.34	(235.03)
536.000 - Sewer System	1,287,485.00	606,782.94	305,806.73	680,702.06	47.13
TOTAL REVENUES	1,288,565.00	604,244.60	305,868.70	684,320.40	
000.000 - General	23,582.50	0.00	0.00	23,582.50	0.00
101.000 - Council	8,336.44	5,633.69	1,197.64	2,702.75	67.58
172.000 - Executive	29,013.39	14,223.83	1,992.58	14,789.56	49.03
201.000 - Finance,Budgeting,Accounting	19,646.00	14,527.63	4,863.43	5,118.37	73.95
215.000 - Aministration and Clerk	16,954.23	8,541.81	1,446.66	8,412.42	50.38
228.000 - Information Technology	6,900.00	3,832.12	1,539.00	3,067.88	55.54
253.000 - Treasurer	29,857.44	13,884.50	2,211.45	15,972.94	46.50
536.000 - Sewer System	950,565.12	201,389.83	4,677.08	749,175.29	21.19
537.000 - Sewer Lift Stations	14,257.20	6,362.19	1,532.08	7,895.01	44.62
542.000 - Read and Bill	59,561.04	29,016.80	5,603.88	30,544.24	48.72
543.401 - Flush & TV Sewers	30,904.00	0.00	0.00	30,904.00	0.00
543.408 - Sewer Rehab Phase 8	220,000.00	0.00	0.00	220,000.00	0.00
793.000 - Facilities - New City Hall	10,861.55	4,623.67	727.33	6,237.88	42.57
850.000 - Other Functions	10,000.00	0.00	0.00	10,000.00	0.00
TOTAL EXPENDITURES	1,430,438.91	302,036.07	25,791.13	1,128,402.84	
Fund 591 - Sanitary Sewer Fund:					
TOTAL REVENUES	1,288,565.00	604,244.60	305,868.70	684,320.40	46.89
TOTAL EXPENDITURES	1,430,438.91	302,036.07	25,791.13	1,128,402.84	21.11
NET OF REVENUES & EXPENDITURES	(141,873.91)	302,208.53	280,077.57	(444,082.44)	
Fund 661 - Motor Pool Fund					
000.000 - General	161,750.00	68,058.04	7,695.88	93,691.96	42.08
TOTAL REVENUES	161,750.00	68,058.04	7,695.88	93,691.96	

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 12/31/2018	AVAILABLE BALANCE	% BDGT USED
172.000 - Executive	11,424.12	9,409.30	0.00	2,014.82	82.36
201.000 - Finance,Budgeting,Accounting	7,602.00	3,515.53	558.61	4,086.47	46.24
228.000 - Information Technology	865.00	646.59	342.00	218.41	74.75
795.000 - Facilities - City Garage	153,877.11	92,020.71	6,569.97	61,856.40	59.80
<b>TOTAL EXPENDITURES</b>	<b>173,768.23</b>	<b>105,592.13</b>	<b>7,470.58</b>	<b>68,176.10</b>	
<b>Fund 661 - Motor Pool Fund:</b>					
TOTAL REVENUES	161,750.00	68,058.04	7,695.88	93,691.96	42.08
TOTAL EXPENDITURES	173,768.23	105,592.13	7,470.58	68,176.10	60.77
NET OF REVENUES & EXPENDITURES	(12,018.23)	(37,534.09)	225.30	25,515.86	
<b>Fund 865 - Sidewalks</b>					
478.000 - Snow & Ice Removal	1,400.00	0.00	0.00	1,400.00	0.00
<b>TOTAL REVENUES</b>	<b>1,400.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,400.00</b>	
478.000 - Snow & Ice Removal	1,950.00	0.00	0.00	1,950.00	0.00
<b>TOTAL EXPENDITURES</b>	<b>1,950.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,950.00</b>	<b>0.00</b>
<b>Fund 865 - Sidewalks:</b>					
TOTAL REVENUES	1,400.00	0.00	0.00	1,400.00	0.00
TOTAL EXPENDITURES	1,950.00	0.00	0.00	1,950.00	0.00
NET OF REVENUES & EXPENDITURES	(550.00)	0.00	0.00	(550.00)	0.00
<b>Fund 866 - Weed Fund</b>					
000.000 - General	7,000.00	4,050.00	0.00	2,950.00	57.86
<b>TOTAL REVENUES</b>	<b>7,000.00</b>	<b>4,050.00</b>	<b>0.00</b>	<b>2,950.00</b>	
000.000 - General	1,000.00	1,125.00	0.00	(125.00)	112.50
<b>TOTAL EXPENDITURES</b>	<b>1,000.00</b>	<b>1,125.00</b>	<b>0.00</b>	<b>(125.00)</b>	
<b>Fund 866 - Weed Fund:</b>					
TOTAL REVENUES	7,000.00	4,050.00	0.00	2,950.00	57.86
TOTAL EXPENDITURES	1,000.00	1,125.00	0.00	(125.00)	112.50
NET OF REVENUES & EXPENDITURES	6,000.00	2,925.00	0.00	3,075.00	

CITY OF SWARTZ CREEK  
SWARTZ CREEK, MICHIGAN  
PARK AND RECREATION ADVISORY BOARD  
MINUTES OF REGULAR MEETING  
January 2, 2019

Meeting called to order at 5:31 p.m. by Chairperson Hicks at the Paul D. Bueche Municipal Building.

Members Present: James Barclay, Jentery Farmer, Rae Lynn Hicks, Joe Perrault, Samantha Fountain, Trudy Plumb.

Members Absent: Larry Cummings, Connie Eskew, & Rick Henry.

Staff Present: Adam Zettel & Tom Svrcek.

Others Present: Lania Rocha, Bob Plumb, Mr. Porath & Mrs. Porath.

APPROVAL OF AGENDA: Motion by Plumb, to approve agenda of January 2, 2019 as amended to include the Elms Park sign, storage requests, elections, and park rules, supported by Farmer. Motion carried.

APPROVAL OF MINUTES: Motion by Perreault, to approve minutes of December 5, 2018, supported by Plumb. Motion carried.

MEETING OPEN TO THE PUBLIC: No comment.

COMMUNICATIONS TO THE BOARD:

- A. December 5, 2018 Minutes
- B. Staff Letter
- C. Expanded Use Permit Request
- D. Park Rules
- E. Lease Sample
- F. Sign Images

REPORTS:

- A. DPW REPORT: Mr. Zettel indicated that the DNR grant for the trail was not approved. We will look to try again and hope to stay on schedule for 2020 construction. Tom indicated that a small ice rink made of synthetic materials may be purchased for \$5,000. He is going to look at pricing. He is also working with the women's club on planter decorations for next Christmas and this summer. Sidewalk replaced at Elms Park is planned for deteriorating areas in 2019.

BUSINESS:

- A. Decorating Contest: The contest went well. Four zones seems preferred. Two signs still need to be returned.
- B. Expanded Use Reservation: The Art in the Park event is seeking use of Elms Park for August 23-24. The event is in line with previous years. Mr. Perreault asked if the Art Guild and Kiwanis could help with the parks more.

Motion by Plumb, to allow the Kiwanis Art in the Park event to have an expanded use reservation as applied for, with fee waivers, supported by Barclay. Motion carried.

After discussion, it was mentioned that the slip and slide should also apply for an expanded use reservation, as approved by the city council. Later on, it was indicated that this event, being contrived by the body that reviews park use, has been approved as a 'limited use facility' reservation.

- C. Storage: The lease was considered and no additional comments made. Staff will engage the users to move this forward. More consideration was given to city-owned storage construction, but there was not recommendation to proceed. There appeared to be confusion over the availability of funds specific for this purpose.
- D. Elections: Officers were selected for 2019.

Motion by Perreault, to allow retain the same officers for 2019 as 2018, with Chairperson Hicks, Vice-Chair Barclay, and Secretary Eskew, supported by Plumb. Motion carried.

- E. Park Rules: After review, no changes were recommended. It was noted that the dog park may need additional provisions when constructed.

MEETING OPEN TO THE PUBLIC: Mr. Porath complimented the park board for their efforts

BOARD MEMBER COMMENTS: Mr. Perreault noted that the existing shed in Elms Park is from Bedell on Corunna Road.

ADJOURNMENT: Meeting adjourned at 6:29 p.m.

NEXT MEETING: February 6, 2019, 5:30 p.m. at City Hall.

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Connie Eskew, Secretary

**CITY OF SWARTZ CREEK SWARTZ  
CREEK, MICHIGAN  
MINUTES OF PLANNING COMMISSION MEETING  
JANUARY 8, 2019**

Meeting called to order at 7:00 p.m. by Commissioner Stephens.

Pledge of Allegiance.

**ROLL CALL:**

Commissioners present: Binder, Culinski, Novak, Grimes, Krueger, Pinkston, Stephens.

Commissioners absent: Root, Ridley.

Staff present: Adam Zettel, City Manager.

Others present: Bob Plumb, Lania Rocha.

**SELECTION OF SECRETARY:**

**Resolution No. 190108-01**

**(Carried)**

Motion by Planning Commission Member Pinkston  
Second by Planning Commission Member Krueger

**I Move**, the Swartz Creek Planning Commission selects Commissioner Angie Root to serve as the Planning Commission Secretary for a twelve month period commencing immediately and ending at the next annual meeting or as stated in the bylaws.

Yes: Culinski, Novak, Grimes, Krueger, Pinkston, Stephens, Binder.  
No: None. Motion Carried.

**APPROVAL OF AGENDA:**

**Resolution No. 190108-02**

**(Carried)**

Motion by Commissioner Krueger support by Commissioner Grimes, the Swartz Creek Planning Commission approves the agenda for the January 8, 2019 Planning Commission meeting.

Unanimous Voice Vote  
Motion Declared Carried

**APPROVAL OF MINUTES:**

**Resolution No. 190108-03**

**(Carried)**

Motion by Commissioner Krueger support by Commissioner Binder the Swartz Creek Planning Commission approves the minutes for the December 4, 2018 Planning Commission meeting.

Unanimous Voice Vote

**MEETING OPENED TO THE PUBLIC:**

None.

**BUSINESS:**

**2018 Annual Report**

**Resolution No. 190108-04**

**(Carried)**

Motion by Planning Commission Member Binder  
Second by Planning Commission Member Krueger

**WHEREAS**, the Planning Enabling Act of the State of Michigan requires an annual report to be compiled that reflects the activities of the planning commission, and;

**WHEREAS**, the City of Swartz Creek desires to consolidate such activities with those of the Zoning Board of Appeals to better communicate with officials and the public, and;

**WHEREAS**, the annual report, as reviewed by the planning commission at their regular meeting on January 8, 2019 also includes training and related information to shape actions in the coming year.

**NOW, BE IT RESOLVED** that the Swartz Creek Planning Commission hereby recommends the approval of the 2018 annual report and direct staff to submit the report to the city council.

Yes: Grimes, Krueger, Pinkston, Stephens, Binder, Culinski, Novak.  
No: None. Motion Carried.

**Zoning Updates**

**Discussion**

Justin Sprague, CIB Planning Consultant, reviewed the updates on zoning codes. He talked about the list of best practices so to show what they are working on to get the city certified as a redevelopment ready community. The audit has been completed for the zoning ordinances with changes recommended to bring zoning ordinances up to meet the best practice number two. We also worked on best practice number six community prosperity. Next round of zoning updates will be a little more intense and will require a little bit more involvement from the planning commission. This focuses conditional land uses.

Carmen Avantini, CIB Planning Consultant, consulting firms trainer and teaches zoning and development review process. Goal is to set zoning review process to be friendlier and work very quickly. Main thing is we are looking to streamline the process and make it easier for the commission and for the applicant. We are looking to make the ordinance easier to navigate. The other goal is to make it easier to understand and to review.

**Community Updates**

**Discussion**

Adam Zettel, City Manager, reviewed the list of updates. Applecreek Station expansion has had its first preliminary engineering meeting. The condominium plan in downtown has architectural plans in and will be reviewed at the next DDA meeting. Sharp's Funeral expansion is moving along very fast. KFC & Dort Federal are done. The streetscape project along with Holland Square is out for bids. Street projects for 2019 are Helmsley and Fairchild for reconstruct and rehabilitation. The school is working on all city facilities in 2019 as part of the bond approval process. There has been inquiries for city owned vacant land downtown. The raceway has sold and we are excited about the new ownership. Lots of good stuff happening in 2019. We will continue to work on zoning updates and well as some procedural features of the redevelopment ready communities program and expect site plans.

**Meeting Open to Public:**

None.

**Remarks By Planning Commission:**

Commissioner Krueger is looking forward to a great year and will all the changes, 2020 should even be a better year.

**Adjourn**

**Resolution No. 190108-05**

**(Carried)**

Motion by Planning Commission Member Novak  
Second by Planning Commission Member Grimes

**I Move** the Swartz Creek Planning Commission adjourns the January 8, 2019 Planning Commission meeting.

Unanimous Voice Vote  
Motion Declared Carried

Meeting adjourned at 8:04 p.m.

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, Secretary



MINUTES OF THE METRO POLICE AUTHORITY OF GENESEE COUNTY  
REGULAR BOARD MEETING HELD ON JANUARY 16, 2019

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METRO POLICE AUTHORITY OF GENESEE COUNTY BUILDING  
5420 HILL 23 DRIVE  
FLINT, MI 48507

The Regular Meeting of the Metro Police Authority of Genesee County was called to Order by the Board Chair, Curt Porath on December 19, 2018, at 10:00 a.m. Mr. Porath led the Board and audience in the saying of the Pledge of Allegiance.

Curt Porath welcomed everyone and requested Janette MacAinsh to do a roll call of members present.

Present: Curt Porath, David Krueger, Kay Doerr, Tonya Ketzler, Cory Bostwick, Dennis Pinkston, and Vane King

Also Present: Chief Matt Bade, Lieutenant Joel Grahn, Shawna Farrell, Kevin Kilby, Adam Zettel, and Chad Young

## MINUTES

Curt Porath requested a motion to approve the minutes from the last meeting. David Krueger made a motion to accept the minutes as printed; Tonya Ketzler seconded the motion. **MOTION CARRIED**, unanimously.

## AGENDA

Curt Porath requested a motion to approve the agenda and asked if there were any additions to the agenda. Tonya Ketzler made a motion to accept the agenda; David Krueger seconded the motion. **MOTION CARRIED**, unanimously.

### 1. DEPARTMENT ACTIVITY

Curt Porath turned the meeting over to Chief Matt Bade and Lt. Joel Grahn regarding department activity.

- A. Vehicle Purchase. Lt. Grahn reported that the price of the vehicle the Authority was looking to purchase went up \$6,000.00. Lt. Grahn checked on other police vehicles available which included a pickup truck which came in \$2,000.00 below the cost of the SUV. There was Board discussion about the increased cost and its effect on the budget. David Krueger made a motion to approve the cost over run in the budget for the purchase of the vehicle; Dennis Pinkston seconded the motion.

Curt Porath requested Janette MacAinsh to do a roll call vote:

Cory Bostwick – Yes  
David Krueger – Yes

Dennis Pinkston – Yes  
Kay Doerr – Yes  
Tonya Ketzler – Yes  
Curt Porath - Yes

**MOTION CARRIED.**

- B. Traffic Safety Program: Chief Bade indicated that the traffic safety program target date for implementation is February 23, 2019, but is contingent upon what Swartz Creek and Mundy Township work out as far as revenues. Part of the cost of the Officer was to be funded by the revenues from the Court.
- C. New Officer: Chief Bade reported that Officer Montney is progressing through FTO Program very well, and is scheduled to become a full-time officer January 28, 2019.
- D. FANG: Chief Bade reported that Lt. Donahue of the Michigan State Police interviewed 6 candidates for the FANG position. Chief Bade said that all the applicants did very, very well and made him and Lt. Grahn very proud of their officers, and said that Lt. Donahue was very impressed, and said it was a very difficult decision. Chief Bade reported that Officer John Badal will be assigned to the FANG position.

2. FANG REPRESENTATION

Chief Bade reported that FANG has a new director and he has not had the opportunity to talk to him about Authority representation. Chief Bade also said he spoke with Adam Zettel and is not clear that he wants to ask for a rule change if Swartz Creek wants to keep things status quo and leave the representation with the municipalities.

3. INTERLOCAL AGREEMENT AMENDMENTS

Curt Porath reported that both municipalities had a meeting a couple of days ago. The City of Swartz Creek decided to hold off passing any amendments because of budgetary concerns which have not been resolved. Tonya Ketzler reported that Mundy Township had passed the amendments unanimously. Curt Porath said his concern was that this was a change to the budget, there is a Contract with a law firm and the Township and City have to come up with how to fix the problems. Vane King asked for some clarification and what exactly Mundy Township voted to do. Curt Porath reported that the municipality leaders got together to discuss changes they wanted to the Interlocal Agreement and the only problem was the change of the prosecutors and now a change to the budget with the court fines and fees going to the municipalities. Curt Porath reported that after meeting with Chief Bade and Shawna Farrell, and discussing the impact to the Authority budget, he advised the City to hold off on signing the amendment due to the budget concerns. Curt Porath said that Mundy Township and the City of Swartz Creek will have to fix the budget deficits for the Authority that the amendments created. There was a lengthy discussion

with Board members, the Authority attorney Kevin Kilby, as well as City and Township representatives.

Curt Porath requested a 10 minute break at 10:51 a.m.

Meeting resumed at 11:00 a.m.

Curt Porath said the municipalities need to get back together and see what they're going to do. Curt Porath also asked for a suggestion for a start date and said he would like to see the start date as January 1, 2019, for budget reasons. Curt Porath said they still need some numbers from the Court and Shawna Farrell reported that she will continue to reach out to the Court for the report. Further discussion by Board members about the revenue changes and amendments. Curt Porath said the Board would have to wait to hear back from the Court.

Discussion continued about Protocol Agreements between the Authority and municipalities on the procedures to be followed by the Prosecutors with the Authority developing templates to be used by the Prosecutors, including grievance procedures. Curt Porath asked for a motion to accept the Protocol Agreements; Tonya Ketzler moved for acceptance; Cory Bostwick seconded the motion.

Curt Porath requested Janette MacAinsh to do a roll call vote:

David Krueger – Yes  
Dennis Pinkston – Yes  
Kay Doerr – Yes  
Tonya Ketzler – Yes  
Curt Porath - Yes  
Cory Bostwick – Yes

**MOTION CARRIED, unanimously.**

#### 4. BUDGET

Shawna Farrell reported that the 2018 Budget was looking good, however we have not received all the bills for 2018 yet, and the school resource officers have not been billed. Shawna said she was planning to have the year-end report done for the February 2019 meeting. Tonya Ketzler made a motion to accept the budget and check register; Kay Doerr seconded the motion.

Curt Porath requested Janette MacAinsh to do a roll call vote:

Dennis Pinkston – Yes  
Kay Doerr – Yes  
Tonya Ketzler – Yes  
Curt Porath - Yes  
Cory Bostwick – Yes

David Krueger – Yes

**MOTION PASSED**, unanimously.

#### PUBLIC COMMENT

Brian Szeckroth from MML introduced himself. Said he understood the Board had moved to renew the insurance with another carrier. Mr. Szeckroth said the insurance renewal date wasn't until April 1<sup>st</sup> and was asking the Board to review the numbers. Curt Porath and Chief Bade expressed that what the new numbers were from the new insurance carrier which were \$11,000.00 below the MML quote.

Rae Lynn Hicks said she has questions and agreed that Mr. Gildner's contract was done in good faith and you don't come back and say we changed our mind. She said she believed when she voted for this that we would be working together to reduce costs and it looks like it's going to be added to Swartz Creek costs possibly for prosecution. Rae Lynn Hicks stated that the Swartz Creek community thought everything would be handled through this Board and this Police Authority and she's disappointed and said we absolutely should not approach Mr. Gildner.

Jim Barclay said it was his first board meeting.

Adam Zettel said the municipalities communicate very together and are generally on the same page. Adam Zettel said he believes the Metro should conduct their own prosecution if it is in fact legal. Mr. Zettel said that although the City's financial position on prosecution won't be worse than it used to be, he believes a financial opportunity was missed to consolidate it. Mr. Zettel said he believes the changes to be made to the Interlocal Agreement were done with prudence and caution and understanding for the other party's needs, and that ultimately it's just a different preference where the partners stand.

#### BOARD COMMENT

Tonya Ketzler said this was not a whim for them. She said their attorney was telling them that statutorily it couldn't be done and that Mr. Kilby said they would be remiss if they didn't listen to their attorney. It's not about cherry picking, but about their attorney telling them that statutorily he didn't think it could be done. Tonya Ketzler is hoping that it doesn't cost them any money and believes it may be 1.5% of the overall budget.

Vane King said there will be issues and the positive part was that the Board did what they had to to keep it intact and keep MPA operating and he appreciates that fact. He said we are trying to do something new, innovative and it's a very good thing to be doing and unfortunate to run into a few issues like this and hopefully the last one. Vane King added that he hopes we can move forward and do things efficiently and provide professional public safety services to everybody Metro serves.

Dennis Pinkston said he was glad to be here.

Cory Bostwick said she is the new kid, and catching up on 2 years is a lot. She said she agrees with everything that was just said, and thinks this is a great thing for the community, and wants this to be successful.

Kay Doerr said we will move ahead, it may be painful, and believes it's important to document all costs from every side to be able to quantify that moving ahead. She added that this will cost more and still likes the idea of a flat rate so we can budget more easily no matter who does it like most municipalities do. Kay Doerr added that the Board has a fiduciary duty to serve the constituents and to get the best bang for the buck, and she doesn't want anyone to work for less than what they should, but doesn't believe it's unreasonable to control the budget.

David Krueger said he was glad we managed to work through this and believes they have a workable solution. David Krueger added that he was very happy to have Vane King's input today.

Curt Porath commented that moving forward that this is for our communities and we want this to be right.

Kay Doerr made a motion to adjourn; David Krueger seconded the motion. **MOTION CARRIED.**

Meeting adjourned at 11:38 a.m.