

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday, August 26, 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 August 12, 2019 MOTION Pg. 32
5. **APPROVE AGENDA:**
5A. Proposed / Amended Agenda MOTION Pg. 1
6. **REPORTS & COMMUNICATIONS:**
6A. City Manager's Report MOTION Pg. 3
6B. Staff Reports Pg. 45
6C. Fire Department Budget and Narrative Pg. 55
6D. Noise Ordinance Draft Pg. 65
6E. Comcast Notice Pg. 71
6F. Roof Invoice Pg. 72
6G. MDOT Contract Pg. 73
7. **MEETING OPENED TO THE PUBLIC:**
7A. General Public Comments
8. **COUNCIL BUSINESS:**
8A. Safe Routes to School PRESENTATION
8B. Legacy Assessing Contract Renewal RESO Pg. 15
8C. Fire Budget Approval RESO Pg. 30
8D. MDOT Park and Ride Contract Renewal RESO Pg. 31
8E. Noise Ordinance DISCUSSION
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION

Next Month Calendar

Swartz Creek Chamber:	Tuesday, August 27, 2019, 12:00 p.m., Tropical Smoothie
Metro Police Board:	Wednesday, August 28, 2019, 10:00 a.m., Metro Headquarters
Planning Commission:	Tuesday, September 3, 2019, 7:00 p.m., PDBMB
Park Board:	Wednesday, September 4, 2019, 5:30 p.m., PDBMB
City Council:	Monday, September 9, 2019, 7:00 p.m., PDBMB
Downtown Development Authority:	Thursday, September 12, 2019, 6:00 p.m., PDBMB
Fire Board:	Monday, September 16, 2019, 6:00 p.m., Public Safety Bldg
Zoning Board of Appeals:	Wednesday, September 18, 2019, 6:00 p.m., PDBMB
City Council:	Monday, September 23, 2019, 7:00 p.m., PDBMB

City of Swartz Creek Mission Statement

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

City of Swartz Creek Values

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

Honesty, Integrity and Fairness

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

Fiscal Responsibility

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

Public Service

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

Embrace Employee Diversity and Employee Contribution, Development and Safety

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

Expect Excellence

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

Respect the Dignity of Others

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

Promote Protective Thinking and Innovative Suggestions

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

City of Swartz Creek
CITY MANAGER'S REPORT
Regular Council Meeting of Monday, August 26, 2019 - 7:00 P.M.

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

FROM: Adam Zettel, City Manager

DATE: August 22, 2019

ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

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

Kroger has appealed again, and it is substantial. Heather is working on seeking a professional cost for an appraisal. This is another example of an appeal that, in our opinion, has no basis in reality other than to reduce costs for the corporation. I don't blame them for trying. I do blame the state MTT environment for building a culture in which these appeals are treated with merit and which place the burden on the municipality year after year to expend costs to defend these baseless claims.

We also have two small claims commercial appeals pending, one is for the medical office building on the east end, commonly known as the VPH Building. The other is for the apartments on Brady Street.

We will keep the council informed regarding appeals and the need for appraisals as we move through summer.

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

✓ **2017-2020 TRAFFIC IMPROVEMENT PROGRAM (TIP)** *(Update)*

Fairchild Street is substantially complete. We have limited restoration and other punch list items. Since this is an MDOT project, final close-out will take longer, but the road is open and usable.

The project includes a mill and resurface of the road way. We are also converting overhead street lights to LED and adding two additional LED pedestrian lights. Enhanced crosswalks are included in the project as well. Traffic should remain open throughout the project.

✓ **2020-2023 TRAFFIC IMPROVEMENT PROGRAM (TIP)** *(No Change in Status)*

Morrish Road from Bristol to Miller has been funded. The city has committed the match portion to this project, which is 80-20. It is unclear what year this project will be undertaken, but we want it done subsequent to the USDA water main work. This MAY span two construction seasons. We have put the engineers on notice regarding our desire to widen Paul Fortino to the north so that a left turn lane may be added. This will occur whether or not the townhome project proceeds.

✓ **QUALIFIED BIDDING SELECTION PROCESS** *(Update)*

I hope to begin the Qualified Bidding Selection (QBS) process in early September. This process will pre-certify engineering firms to work on federal projects. A general search is valid for five years, but requires a lot of regulatory outreach and

compliance. I am working with MDOT to ensure we do not miss anything that could compromise our eligibility to use federal dollars on engineering projects.

The QBS process is something that the city has routinely done to stay compliant and to have a good faith process for ensuring quality and competitive engineering services. This process was last finalized on November 25, 2013. I am going to split this out as a separate business item until it is complete.

✓ **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 Drive should have the top coat on by the time we meet, making the project substantially complete. The project included full depth road reconstruction, new drive approaches, new sidewalk (for areas not included in the previous water main replacement), some forestry, and three new pedestrian LED lights. The lights are expected to be in by late fall.

There have been some issues with sub-base clay and water. This has resulted in additional work to ensure that the road bed is meeting standards. However, there is concern that the soil and hydrology will haunt us for this street and potentially adjacent streets in years to come. This is not something we can obviously change. However, there may be alternate barrier types that can compensate for the wet clay. We may also need to consider limited use of concrete as a street material in other areas of the Village. The engineer will look into this.

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 proposed layout and ownership (school or city) 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 (Update)**

The capacity study has been executed and should be underway soon. The Genesee County Drain Commission did verbally commit to reimbursing the city for some of the work related to water and sewer, since they plan to use it from time to time. I do not have a figure at this time, but I expect it to be half of what is related to sanitary sewer and water line mapping.

As it relates to pipe rehabilitation, 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. Projects will be before the city council in the fall.

✓ **WATER MAIN REPLACEMENT** (*No Change in Status*)

Engineering continues. Bond counsel and other team members have been tentatively assembled and await progress.

Prior system report findings follow:

The Genesee County Drain Commission - Water and Waste Services Division Water Master Plan, indicates 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.

✓ **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 newsletter is out. Topics that were requested to be covered are included, with the exception of solicitation, which was well-covered in the SC View.

✓ **CONSTRUCTION & DEVELOPMENT UPDATE** (*See Individual Category*)

This will be a standing section of the report that provides a consolidated list for a brief status on public and private construction/developmental projects in the city.

1. The **streetscape project on Miller Road** is underway! Holland Square is to be paved and illuminated, with a decorative fence/wall. Miller Road is to have lighting, landscaping, new walkways, knee walls, and pedestrian crossings.
2. The reconstruction of the expanded **Sharp Funeral Home** is complete! This is a ~14,000 square foot building in downtown.

3. **(Update)**The **façade grant** is pending for renovations on 5015 Holland. This project may be altered and pushed into 2020. However, renovations at 7530 Miller are underway. All work (public and private) will be in excess of \$250,000.
4. The city hopes to commence construction on **about \$1 million of grant support recreational path in 2020**. The MDOT grant is conditionally awarded and we await word on the DNR grant portion.
5. The Chamber, Women's Club, and other downtown business owners continue to plan and expand **events in downtown**. The Fall Family Fun Day is expanding into the Jeepers Creekers event, which will cover multiple weekends in October of 2019. This will include a zombie walk, city-wide decorating, trunk or treat, separate youth and adult movie nights, and related activities.
6. The **raceway has new ownership**. They intend to use the site for thoroughbred horse racing, but they did not get state approval for live races or simulcasting in 2019. They are open to finding additional users for the site to supplement the racing. They are also communicating well in regards to partnering with community groups such as Hometown Days. I find the new owners to be very astute and capable.
7. A Flint based group has a purchase option for **Mary Crapo**. The intent is to use the building and site for senior housing. This would result in new residents in the downtown and the potential for new construction on part of that site. I expect a site plan for about 50 new units in August.
8. The **school bond** passed and many improvements are expected in 2019 throughout the district. Total investment for this effort will exceed \$50 million over two to three years. Plans have been submitted for work on Syring and Elms School.
9. **Street repair in 2019** is to include Fairchild (with decorative lighting) and Helmsley (full reconstruct). The city also has grants and loans for about **\$5 million in water main work** to occur between 2020 and 2022.
10. The **Applecreek Station** development of 48 townhomes is seeking final review by the county. These units range in size from 1,389 to 1,630 square feet, with garages. Construction will occur on vacant land in the back of the development, by Springbrook Colony. Site engineering plans have just been submitted by the owner. Rents are expected to be about \$1.00 per square foot (~ \$1,600 a month) which matches rents in Winchester Village. If this project occurs in 2019, 2020 DDA revenues will be positively and substantially improved.
11. The **Brewer Condo Project** was given site plan approval and tentative purchase agreement approval. This includes 15 townhome condos off Morrish Road in downtown. They are approximately 1,750 square feet, with two car garages and basements. Parking on the raceway property has been tentatively approved by the owner, and we are working on a plan to level and maintain the surface to replace lost parking on Paul Fortino Drive.
12. The city council approved the use of **state tax incentives** and local utility waivers for redevelopment sites in downtown, rounding out our efforts to be a certified Redevelopment Ready Community.
13. **(Update)**The **elevator now has a new tenant** that wishes to engage in auctions. I expect them to apply for a special use permit to be able to conduct outdoor auctions.

14. **(Update)** The next **Springbrook East** phase is under construction. Water and sewer leads are currently being installed. Density testing is being required where the leads cross the road bed. The contractor has had issues with securing the site and performing timely as it relates to their self-imposed inspection schedule.

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

Green Tech Systems, LLC is working and work should be substantially complete by the time we meet. The lights poles fall under Consumers Energy's jurisdiction and are expected in October. Landscaping will be done in the fall to increase survival rates. As of writing, there are no major issues or project changes to report.

✓ **TRAILS (No Change in Status)**

The second application to the DNR Trust Fund grant has been submitted. We await notification, which should come this fall. In the meantime, I suggest we proceed with engineering. This will ensure that, pending a late award, we will still have time to bid. Bidding early in the year (during the winter months) generally results in better pricing.

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 the local match and additional 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 fifth progress report has been submitted. We are near the end of the certification process! The following RRC components are still pending and should be administratively complete this summer:

- Development review flowchart and checklist
- Property marketing packages

✓ **DOG PARK (No Change of Status)**

Work is underway. The project includes:

1. The enclosure shall be ~16,000 square feet, as mapped, with overall dimensions of 140' x 140' less a 70' x 70' square that creates the "L" shape.
2. The fence will be 4' tall black chain link, with a tension wire and closed loops.
3. Double entrances will be provided for safety.
4. A mowing entrance will also be provided.

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

✓ **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 in Status)*

I expected transactions for the approved sales of vacant land on Wade Street and in Heritage Village before June. I communicated with the buyer for Heritage. There is still interest, but it is dependent on some pending sales. I recommend we let the options continue for the moment. The Wade Street buyer is unlikely to follow-through. I am seeking a release. It is very likely that we will need to rebid the Wade Street property.

✓ **8002 MILLER** *(Update)*

The contractor is working. A completion timeline has not been set, but the upstairs is apparently complete and should be inspected any day now. Time is on our side with this since it gives the user more time to establish their new business and contribute more monthly payments to the project.

Because the upstairs is nearly done, we have replaced the existing agreement with a lease that includes the commercial space AND the upstairs. As of writing, this has not been executed pending inspections.

Note that the proceeds from this lease MUST go to offset the cities investment, effectively counting towards the eventual sale price by the user. This closely resembles a land contract. In fact, the city attorney may recommend we proceed directly to a land contract at this point as a means to recognize the current lease and eventually purchase terms.

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

It is expected that elementary security entrances and related work will be the first phase of the investment. There are plans in for Syring, with the expectation that this work will commence in 2019.

Additional bond work shall continue in 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.

✓ **BREWER TOWNHOMES** *(Update)*

The site plan and sale has been approved. We await transfer of the property pending final approval of the condominium documents by the city attorney. The builder is also still working on final drainage plans with Genesee County. It appears some additional

underground investment may be needed. As previously noted, this development is a candidate for water and sewer fee waiver incentives. I will have more information soon.

✓ **SPORTS CREEK RACEWAY & GAMING COMMISSION** *(No Change of Status)*

I spoke to the owner on June 17th. He is hopeful that 2019 casino bills that are pending will enable thoroughbred racing in Swartz Creek in a sustainable manner.

Parking on the raceway property has been tentatively approved by the owner, and we are working on a plan to level and maintain the surface to replace lost parking on Paul Fortino Drive.

✓ **CDBG** *(No Change of Status)*

At this point, we are looking to upgrade street name/stop signs in the downtown area using these funds. I will keep the council informed of the timeline.

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

We have a presentation from the Safe and Active Communities group that is conducting our Safe Routes to School application at our regular meeting on August 26th. I hope to have the school board in attendance.

✓ **BUILDING AND ZONING SERVICE DELIVERY** *(Update)*

We are planning to go live on September 3rd. Letters have gone out to known contractors. A test version is up and running, with staff having initial training on June 5th.

The enhancements will improve our internal work flow/checklists and increase our online abilities by enabling the integration with the existing BS&A platforms. This means that we will be using less paper and relying more on digital submissions of applications, as well as the potential for online payment and permit delivery. Projects, both big and small, will then be coordinated and viewable by all users (Swartz Creek and Mundy) within the software at all times.

This is an enhancement that Mundy staff are already engaged in and will look to apply their knowledge to bring us into the 21st century as well. In fact, combined with other RRC initiatives, this should make us cutting edge among municipalities. I will keep the council informed.

✓ **NON-COMMERCIAL MARIJUANA (MARIHUANA)** *(Update)*

The odor ordinance is approved. This should cover the vast majority of issues that we have experienced with deregulation of marijuana as far as land use and property impact are concerned. The other matters are directly related to police enforcement. It is possible that a ban on outdoor/public smoking might be considered later on. For now, we will close this matter in future reports.

✓ **CENSUS COMPLETE COUNT COMMITTEE** *(No Change of Status)*

Mr. Cramer will lead the Swartz Creek Complete Count Committee. I am hopeful that we will have more resources for him to use as we proceed. At this time, there are no meetings or activities planned. The 2020 census count will be vital to the city's ability

to understand our service needs and in calculating many state and federal funding streams.

✓ **FIRE AGREEMENT (Update)**

The current fire agreement expires in September. I met with Clayton Township to negotiate terms for its extension. There are two small changes that are proposed. One is to eliminate the ability of city council members and township board members from being employees of the fire department (current they can serve in such a capacity as long as they are not 'firefighters'). The other is to include a new piece of equipment to reflect a the township donation of a Tahoe.

Given our history, a light handed approach to this renewal is probably a good thing. In the long run, we will be seeking more predictable and use based capital equipment funding mechanisms. If there are other changes that the collective council wishes to see, please let me know. I expect to have this before the council in September.

✓ **GIS MAPS (Update)**

We will be working with Rowe to complete map and database creation. We will also seek a partial reimbursement from the Genesee County Drain Commission. Please see the report in the August 12 City Council packet for full details.

✓ **SKILL GAME ORDINANCE (No Change of Status)**

I received an application to allow a 'skill game' at a local retail business in the city. This is not a feature of our ordinance that was clearly defined. One definition of a 'skill game' is:

Game of skill refers to any game, contest, or amusement of any description in which the designating element of the outcome is the judgment, skill, or adroitness of the participant in the contest and not chance. [Wedges/Ledges of California v. City of Phoenix, 24 F.3d 56, 63 (9th Cir. 1994)]

Initially, it appeared that the game could be a minor ancillary use for a retail or hospitality business (e.g. a single Pac-man game at the local pizza parlor). However, upon investigation, it became apparent that this use often provides its own customer base and includes features in line with gambling.

Once again, we are faced with the blurring of lines between a skill game that might return tickets for good play at a kids' arcade, with something that returns currency, credits, or other items of value that is more in line with traditional gambling or the sweepstakes concept that was popular a few years ago.

The pending application was not complete, due to the lack of information on the function of the game units sought. The additional information was not submitted, so the permit cannot be reviewed.

In the meantime, I sought an opinion from the attorney. They believe that such devices would be best defined in the gambling section of our code. I continue to work with them to better define what is an ancillary use, an arcade use, and a gambling use. It

is my intention to deliver an ordinance amendment to the council to effect changes that make this use predictable to business owners and the general public.

✓ **DISTRACTED DRIVING** *(No Change of Status)*

There is more movement in the state to implement and enforce distracted driving provisions. Some cities are creating their own ordinances, and there is interest in doing so in Swartz Creek as well. I have reached out to Chief Bade and our city attorney about the matter to see how our police powers could be legally applied and reasonably enforced.

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

✓ **MONTHLY REPORTS** *(Update)*

There are a number of routine reports included for your information.

✓ **COMCAST NOTICE** *(Update)*

A channel service notice is included.

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

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

The commission met on August 6th. They reviewed the site plan for a modular Biggby on the Meijer site to be on the agenda. This was conditionally approved by the council on August 12th. There was full attendance for the nine member commission. The next meeting is scheduled for September 3rd.

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

The DDA met on August 8th. They discussed the potential for an inflatable screen. The idea had a lot of traction from the DDA Board and the Firemen's Association, which is engaged in running Family Movie Night. There is belief that an inflatable screen can replaced the deteriorating permanent screen at Pajtas and also offer more location and user flexibility. They will discuss pricing and options on September 12th.

✓ **ZONING BOARD OF APPEALS** *(Update)*

The ZBA met on August 21st to consider a use variance that would enable a non-residential use on a residential parcel. The petition requested permitting to perform land grading with the addition of substantial fill on the vacant land located on Seymour Road by the creek.

There was much public participation and deliberation. The ZBA was not able to make findings due to a lack of information regarding the expected impact on the creek flow and potential for flooding. There were also concerns about the final appearance of the fill area. At the request of the petitioner, the decision was postponed pending the submission of detailed engineering related to the impact on the floodplain.

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

The Park Board met on August 7 at city hall. Notable topics include draft guidelines for Holland Square usage by the public and the potential for disc golf for vacant land on Bristol Road by GM.

The next meeting will be on September 4th.

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

The BoR met at the city offices on Tuesday, July 16th at 10:30 a.m. to hear principle residency exemptions, poverty exemptions, veteran exemptions, and clerical appeals. There were two PRE and three veteran exemptions.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

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

Included with the agenda is the renewal of the city assessor's contract. The scope of work and other terms are as they have been in the past. The agreement is inclusive of a 2% increase (rounded up), from \$30,792 annually (monthly installments of \$2,566) to \$31,416 annually (\$2,618 monthly).

I am very pleased with the performance and results experienced with Legacy, and I recommend we continue using their services for the next year.

✓ **NOISE ORDINANCE** (*Business Item*)

Our current noise ordinances (included in the packet) is pretty vague and does not have much teeth. This has been an issue for us as we describe noise expectations and subsequently enforce them. I have been working with the chief to find a good model ordinance that the police are comfortable enforcing, one that applies a high standard in the community. I have included that draft for review. I hope to have deliberation that guides us to a revision of the code.

✓ **FIRE BOARD BUDGET** (*Business Item*)

The fire board approved their budget at their regular meeting on August 19, 2019. The operational budget includes a routine inflationary increase this year, 1.3%. The total budget, of which the city is responsible for half, is \$311,557.51. Note that on-call wages are paid commiserate with the proportionate usage, meaning that the labor cost of a fire run in the city will be paid by the city. These figures are relatively balanced on an ongoing basis. A resolution is included to approve this budget.

Last year, the total budget was over \$800,000 due to the purchase of a new piece of equipment. We have been working with the township and fire department staff to better smooth out our budgets by ensuring that annual equipment contributions are sufficient to fund a sustainable fleet maintenance plan.

A big part of this effort was the projection of purchases by the department over the next 10 years. This projection resulted in a request to increase the city and township contributions to our independent fire equipment funds. In our case, this meant increasing the city's expense to Fund 402 to \$75,000 from \$30,000 per year. The township is doing the same. This change should increase predictability of annual fire expenses and limit the need to spend fund balance to supplement large purchases.

In the long run, I am advocating for a system in which the beneficiary of equipment pays an hourly or cost-per-run fee at the time of use into an equipment fund. This system would look similar to the system used to bill for wages in the fire department as well as the system the city uses to bill funds and departments for equipment usage. For example, if there is a house fire in the city, the city currently pays for wages for that service in a monthly bill. This system would also generate an equipment bill for that run that the city would also pay, replacing the contribution to the fire equipment fund 402.

✓ **LOCAL OFFICERS COMPENSATION COMMITTEE (Update)**

The Local Officers Compensation Commission is due to meet this fall. This group makes recommendations regarding compensation of the city council. In the past, we have also made use of their focus to make recommendations regarding the Zoning Board of Appeals.

In 2017, they made some strides to bring stipends up to a more reasonable level that is in line with area communities. I expect them to continue to look at the level of stipends again as it relates to the duties, responsibilities, costs, and time involved. As we encourage members to take on more training and to engage in other city/area board/commission meetings, this could impact the financial demands on our elected officials.

I will also be tasking the LOCC to consider the potential for a stipend reimbursement to cover equipment costs related to council member technology. For example, our community purchases laptops for councilmembers as a hard cost. Some members use the laptops, some do not. We are now at a point where some members desire replacements, upgrades, or alternate technology to suit various levels of functionality. In Linden, the city pays a one-time stipend for this (and related) equipment/supplies for the council members to use as they see fit to satisfy their specific technology needs. Since we are looking at purchasing the next generation of technology (with noted differences in preference), now may be the time to convert to a technology stipend.

Lastly, I am going to task the LOCC with considering a city controlled discretionary fund for the mayor and/or councilmembers. Such funds are relatively common in local government, but they can vary in their amount and function. In general, such funds exist for members to support community projects, community groups, memberships, and related expenses. This can make life easier for elected offices that find themselves seeking or being recruited to engage in many community groups/projects that can come with a financial expectation. If agreeable in concept, the city will need to establish amounts and rules for the funds use, with the understanding that accounting practices and audits will apply. I am working with the auditors on ascertaining what expenses are eligible and what guidelines are most appropriate.

✓ **MILLER ROAD PARK AND RIDE (Business Item)**

This is a renewal of a routine contract. The state owns the park and ride located on Miller Road just east of the overpass. The city has been maintaining it since its construction. Each quarter, we submit an invoice for contracted services like snow removal and mowing, as well as our labor costs for trash removal and other miscellaneous maintenance. The contract also pays 11.5% overhead for administration.

As you can see there are a couple blanks in the contract, but the resolution provides the inserts for most of these. Otherwise, the labor costs in our AFSCME union agreement and the fixed costs for contracted service (including the mowing bid) apply. The specific scope will be outlined in the letter of understanding that the MDOT office will create. The arrangement works well, and I recommend we continue.

Council Questions, Inquiries, Requests, Comments, and Notes

Miller Road Bump: Though the bump on Miller Road in front of Taco Bell has underlying grade issues that we cannot easily address, we are going to attempt to grind a more smooth transition into place.

Connie Eskew:is now Connie Olger. She got married last week! Congrats Connie!

7512 Grove Street: We conducted an emergency repair of the roof at this location under court order. Because of conditions, staff conducted an emergency purchase to ensure a timely repair. This was a non-bid project in the amount of \$6,127.50 (See attached invoice). The cost will be assessed to the property for payment with the tax bill.

**City of Swartz Creek
RESOLUTIONS**

Regular Council Meeting, Monday, August 26, 2019, 7:00 P.M.

Resolution No. 190826-4A MINUTES – August 12, 2019

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, August 12, 2019, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 190826-5A 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 August 26, 2019, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 190826-6A CITY MANAGER’S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council accept the City Manager’s Report of August 26, 2019, including reports and communications, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 190826-8B RESOLUTION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH LEGACY ASSESSING SERVICES, INC.

Motion by Councilmember: _____

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

AGREEMENT FOR PROFESSIONAL ASSESSOR SERVICES

This Agreement ("Agreement"), made and entered into this 26th day of August, 2019 by and between the **City of Swartz Creek**, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek Michigan 48473 ("City") and, **Legacy Assessing Services, Inc.**, 110 Mill St, P.O. Box 489, Fenton Michigan 48430 ("Legacy").

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

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

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

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

SECTION I: BASIC SERVICES OF LEGACY

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

1.1 General Duties:

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

1.2 Office Hours:

During the term hereof, Legacy Assessing Services, Inc. shall maintain office hours at City Hall at the above address, as follows:

A. Legacy Assessing Services, Inc. shall devote at least one workday each week to maintaining office hours at the City offices for public appointments. The parties shall specifically agree upon a regular schedule for the maintenance of such office hours. In the event Legacy Assessing Services, Inc. is unable to be present for office hours on the appointed days, it shall notify the City of the fact as soon as is reasonably practicable and an alternative day shall be substituted.

B. If the specified office days of Legacy Assessing Services, Inc. fall on a day recognized as a holiday for City employees, then it will be recognized as a holiday by Legacy Assessing Services, Inc..

1.3 Public Relations/Customer Service:

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

1.4 New Construction/Loss Adjustment:

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

1.5 Economic Condition Factors (ECF):

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

1.6 "Proposal A" Requirements:

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

- A. Approve or deny homestead and agricultural exemptions;
- B. Track property transfer affidavits, matching them with deeds within 45 days of being filed;
- C. Apportion the homestead portion of a combination-use building;
- D. Determine the homestead status of parcels resulting when homestead parcels are split or; and
- E. Calculate both assessed and tentative taxable values for all parcels, taking into consideration losses, new construction and replacement in any given year.

1.7 Assessment Roll Preparation and Records:

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

1.8 Reports:

The City may require Legacy Assessing Services, Inc. to prepare periodic reports and/or address the City Council regarding the overall activities, progress, problems and corrective measures regarding the various aspects of the duties of Legacy Assessing Services, Inc., under this Agreement. The City shall have the right at any time to

require Legacy Assessing Services, Inc. to make available to the City, within 48 hours of notice being provided, all records and documents developed and maintained by Legacy Assessing Services, Inc. under the terms of this Agreement for review and/or audit. All time spent in the preparation and presentation of such reports or in gathering and making information available to City by Legacy Assessing Services, Inc. shall be deemed a part of the services contracted under the terms and provisions of this Agreement.

1.9 Board of Review:

Legacy Assessing Services, Inc. shall keep records regarding the March Board of Review session in accordance with City Charter, attached hereto as "Exhibit A".

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

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

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

1.10 Sales and Appraisal Studies:

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

1.11 Forms:

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

1.12 Defense of Appeals:

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

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

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

In all other potential appeals to the Michigan Tax Tribunal or State Tax Commission, Legacy Assessing Services, Inc. shall provide as part of the services included under the terms and provisions of this Agreement, such time and effort as is necessary to properly provide to the City information, documents, analysis and advice as may be required in the determination of Legacy Assessing Services, Inc. or the City to forestall the formal filing of an appeal or to settle a disputed case up to the date of the filing of a petition appealing a decision of the City or any of its agencies or boards to the Michigan Tax Tribunal or State Tax Commission. After the filing of said petition,

Legacy Assessing Services, Inc. shall be available to the City for such further assistance as is required by the City in the defense of such appeal. Legacy Assessing Services, Inc. shall be available as an expert witness on behalf of the City in any proceedings. In the event of the termination of this Agreement and the necessity for the services of Legacy Assessing Services, Inc. for purposes of consulting, review of information, analysis or expert testimony after the date of termination, Legacy Assessing Services, Inc. shall be available, notwithstanding the termination of this Agreement, for assistance in the defense of such appeals, provided, same shall not apply to appeals filed in the Small Claims Division of the Michigan Tax Tribunal. Legacy Assessing Services, Inc. shall keep the City Manager informed of all appeals and provide the City Manager with recommendations, the manner in which the appeals are to be handled, proposed settlements and other similar advice.

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

1.13 Reappraisal Program:

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

1.14 Personal Property Statements, Canvas and Audits:

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

1.15 Equalization Increases:

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

1.16 Land Division Applications:

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

1.17 Assessor Certification:

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

1.18 Transportation and Equipment:

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

1.19 Indemnification/Employment:

The parties hereto acknowledge that all personnel that may or might be utilized by Legacy Assessing Services, Inc. in the performance of his/her duties hereunder shall, for all purposes, be considered employees of Legacy Assessing Services, Inc. and not employees of the City. Legacy Assessing Services, Inc. shall be responsible for

Worker's Compensation, Unemployment Compensation, state and federal withholding and payment of personnel. Legacy Assessing Services, Inc. shall indemnify the City and hold the City harmless from any claim, cause of action or other liability that may or might arise by virtue of any claim of any employee of Legacy Assessing Services, Inc. relating to his/her employment by, or as Legacy Assessing Services, Inc..

1.20 Preparation of DDA and Reporting:

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

1.21 Assessor's Recommendations:

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

1.22 Security of Information:

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

1.23 Optional Services:

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

SECTION II: TERM OF AGREEMENT

2.1 Contract Period:

Legacy Assessing Services, Inc. shall commence performance of the services herein required on October 1, 2019. Unless sooner terminated, this Agreement shall, by its terms, expire September 30, 2020.

2.2 Mutual Right of Termination:

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

2.3 Termination for Cause or Breach:

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

2.4 Notice of Termination:

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

2.5 Amendment/Renegotiation:

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

If the Agreement is not reviewed or extended prior to its expiration date and the City desires to have Legacy Assessing Services, Inc. continue on a month-to-month basis, the fee will be that which existed for the final month of the original term, being September, 2018.

SECTION III: PAYMENT

3.1 Compensation for Basic Services:

During the term of this Agreement, the City agrees to pay to Legacy Assessing Services, Inc., for performance of the Basic Services set forth in Section I of this Agreement, an amount equal to \$31,416 yearly (thirty thousand, seven hundred and ninety-two dollars). Legacy Assessing Services, Inc. shall invoice the City an amount equal to \$2,618 on a monthly basis, net due 20 days.

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

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

SECTION IV: CITY RESPONSIBILITIES

4.1 Basic Data:

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

4.2 Office Equipment:

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

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

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

4.3 Computer:

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

4.4 Map Maintenance/Tax Roll Printing:

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

4.5 Office Supplies:

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

4.6 Existing ECF Areas:

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

4.7 Preparation of DDA and Reporting:

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

4.8 Legal Counsel:

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

SECTION V: RE-APPRAISAL, NON-BASIC SERVICES

5.1 Additional Services (Pricing/Reappraisal):

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

rendered. Such addendum shall specify the nature, extent and timetable for the performance of such additional services and establish the rate of compensation therefor.

5.2 Implementation/Responsibility:

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

SECTION VI: MISCELLANEOUS PROVISIONS

6.1 Relationship Between City and Assessor:

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

6.2 Indemnification/Insurance:

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

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

6.3 Non-Assignability:

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

period exceeding two (2) calendar months (60 days), and to consider, as mutually agreed by the parties hereto, that a rejection of said Assessor designee shall constitute a material breach of the Agreement pursuant to the "material breach" provision of Section 2.3 herein.

6.4 Professional Standards:

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

6.5 Ownership of Documents:

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

6.6 Validity:

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

6.7 Survival:

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

6.8 Controlling Law/Venue:

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

6.9 Authorization:

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

(Signature Page Follows)

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

CITY OF SWARTZ CREEK, MICHIGAN:

LEGACY ASSESSING SERVICES, INC.

By: _____
David A. Krueger, Mayor

By: _____
Heather MacDermaid, Partner

By: _____
Connie Olger, City Clerk

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

CHAPTER 9. TAXATION*

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

Section 9.1. Power to tax--Tax limit.

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

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

Section 9.2. Subjects of taxation--Tax procedure.

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

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

Section 9.3. Exemptions.

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

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

Section 9.4. Tax day.

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

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

Section 9.5. Personal property--Jeopardy assessment.

If the Treasurer finds or reasonably believes that any person who is, or may be, liable for taxes upon personal property, the taxable situs of which was in the city on tax day, intends to depart or has departed from the city; or to remove or has removed therefrom personal property which is, or may be, liable for taxation; or to conceal or conceals himself or his property; or does any other act tending to prejudice, or to render wholly or partly ineffectual

the proceedings to collect such tax, he shall proceed to collect the same as a jeopardy assessment in the manner provided by law.

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

Section 9.6. Preparation of the assessment roll.

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

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

Section 9.7. Board of Review.

(a) A Board of Review is hereby created, composed of three members who have the qualifications of holding elective city office as set forth in Section 4.4 of this charter.

(b) The members of the Board of Review shall be appointed by the Council, and may be removed for reasons of nonfeasance or misfeasance by the vote of five members of the Council. The first members shall be appointed during the month of January, 1960, for terms expiring on July 1, 1961, 1962, and 1963. Thereafter one member shall be appointed in the month of May of each year, for a term of three years, commencing on the following July first.

(c) The Board shall, annually, on the first day of its meeting, select one of its members chairman for the ensuing year. The Assessor shall be Clerk of the Board, and shall be entitled to be heard at its sessions, but shall have no vote on any proposition or question.

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

Section 9.8. Duties and functions of Board of Review.

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

Section 9.9. Meetings of Board of Review.

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

(b) The Board of Review may examine on oath any person appearing before it respecting the assessment of property on the assessment roll. Any member of the Board may administer the oath.

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

Section 9.10. Notice of meetings.

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

Section 9.11. Certification of roll.

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

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

Section 9.12. Validity of assessment roll.

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

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

Section 9.13. Clerk to certify levy.

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

Section 9.14. City tax roll.

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

Section 9.15. Taxes a debt and lien.

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

Section 9.16. Tax roll certified for collection.

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

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

Section 9.17. Tax payment date.

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

Section 9.18. Taxes due--Notification thereof.

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

Section 9.19. Tax payment schedule.

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

Section 9.20. Failure or refusal to pay personal property tax.

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

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

Section 9.21. State, county and school taxes.

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

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

Section 9.22. Protection of city lien.

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

Section 9.23. Collection of delinquent taxes.

All taxes and charges, together with fees, penalties, and interest upon real property on the tax roll, remaining uncollected by the Treasurer on the first day of March following the date when the roll was received by him shall be subject to one of the following procedures:

(1) The real property against which such taxes and charges are assessed shall be subject to disposition, sale, and redemption for the enforcement and collection of the tax lien against the same in the method and manner which may be provided by ordinance. The Council may provide by ordinance the procedure for the sale and redemption of real property for such unpaid taxes and charges, together with fees, penalties, and interest, by judicial sale on petition filed in behalf of the city. Such procedure shall correspond substantially to the procedure

provided by law for the sale by the State of tax delinquent real property and redemption therefrom, except that the acts performed by state and county officers shall be performed by appropriate city officers and that city tax sales shall be held not less than thirty nor more than ninety days prior to the date of corresponding tax sales under the general law.

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

Section 9.24. Disposition of real property held by city.

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

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

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 190826-8C

RESOLUTION TO APPROVE THE FISCAL YEAR 2020 BUDGET FOR THE FIRE DEPARTMENT

Motion by Councilmember: _____

WHEREAS, the agreement for fire service between Clayton Township and Swartz Creek City indicates a specific process for budgetary review and approval by the municipalities; and,

WHEREAS, the staff of Clayton Township and the Swartz Creek City have found the proposed budget to be acceptable by both parties; and,

WHEREAS, the Swartz Creek Fire Board affirmed the proposed budget at their regular meeting on August 19, 2019.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Swartz Creek approve the Fiscal Year 2019 Swartz Creek Area Fire Board Budget, a copy of which is attached hereto, gross maximum total not to exceed \$311,557.51, to be paid commiserate of the agreement between the City of Swartz Creek and the Township of Clayton, payment being the City's obligation of one-half of the proposed total budget.

Second by Councilmember: _____

Voting For: _____
Voting Against: _____

Resolution No. 190826-8D

**RESOLUTION TO APPROVE MDOT PARK & RIDE
CONTRACT – MILLER ROAD**

Motion by Councilmember: _____

WHEREAS, the MDOT has affirmatively found that contracting with municipalities for maintenance of state trunk lines and bridges within local jurisdictions is in the best public interest; and

WHEREAS, the City of Swartz Creek and the Michigan Department of Transportation an existing contractual relationship in which the city provides specific maintenance services for the park and ride facility on Miller Road by I-69, including snow removal, trash collection, mowing, and other regular maintenance , and;

WHEREAS, the MDOT has submitted a contract that continues this relationship for the next state fiscal year, contract no. 2019-0783.

NOW THEREFORE, BE IT RESOLVED the City of Swartz Creek agrees to enter into an a contract with the Michigan Department of Transportation (MDOT), a copy of which is attached hereto, for the purpose of maintaining the park and ride facility on Miller Road,

BE IT FURTHER RESOLVED, that the City of Swartz Creek designate the Director of Public Services as the maintenance superintendent, the Finance Director as the contract supervisor, and further directs the City Manager to execute the agreement on behalf of the City.

Second by Councilmember: _____

Voting For: _____
Voting Against: _____

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE REGULAR COUNCIL MEETING
DATE 08/12/2019**

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, Root.

Councilmembers Absent: None.

Staff Present: City Manager Adam Zettel, Clerk Connie Eskew.

Others Present: Lania Rocha, Bob Plumb, Steve Shumaker, Dennis Novak, Steve Long, Erik & Dawn Jamison, John Wilson, Brenda Huyck, Jim Barclay, Metro PD Chief Bade, Dan Atkinson, Adam & Meghan Atkinson, Jeff Kowczak, Kelly McIntyre, Jack Wheatley, Taylor Cook, Robert Daavittila.

APPROVAL OF MINUTES

Resolution No. 190812-01

(Carried)

Motion by Councilmember Root
Second by Councilmember Gilbert

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday July 22, 2019 to be circulated and placed on file.

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

APPROVAL OF AGENDA

Resolution No. 190812-02

(Carried)

Motion by Councilmember Cramer
Second by Councilmember Farmer

I Move the Swartz Creek City Council approve the Agenda as, printed for the Regular Council Meeting of August 12, 2019, to be circulated and placed on file.

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

CITY MANAGER'S REPORT

Resolution No. 190812-03

(Carried)

Motion by Councilmember Farmer
Second by Councilmember Gilbert

I Move the Swartz Creek City Council accept the City Manager's Report of August 12, 2019, including reports and communications to be circulated and placed on file.

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

MEETING OPENED TO THE PUBLIC:

Chief Matt Bade, Metro Police Authority, invited everyone to the 2nd annual open house on Wednesday, August 21st 6-8 p.m. at Metro Police headquarters.

Erik Jamison, 5015 Holland Drive, Back to the Bricks cruise in Swartz Creek had a tremendous turnout. Next year he would like to see this move to downtown.

COUNCIL BUSINESS:

RESOLUTION TO APPROVE A SPECIAL LAND USE FOR A DRIVE THROUGH USE (BIGGBY RESTAURANT ON MEIJER PROPERTY)

Resolution No. 190812-04

(Amended)

Motion by Councilmember Hicks
Second by Councilmember Cramer

WHEREAS, the city received a proposal to construct a drive through use on the Meijer site, identified as parcel 58-36-100-014, said land zoned General Business District (GBD) with a Planned Unit Development overlay zoning classification, and;

WHEREAS, the project is a special land use within the GBD and requires site plan review with an additional approval for the special land use, and;

WHEREAS, the planning commission found that the project, consisting of a drive-through only modular structure, to be an innovative land use that is best classified as an accessory use, and;

WHEREAS, the planning commission, in reviewing the application materials and review criteria in Zoning Ordinance found the proposed site plan of a special land use for drive through to meet the intent of the zoning ordinance, and;

WHEREAS, the planning commission found that the site plan in conjunction with the special land use, met all other general standards applicable for the site plan and special land use, with the following exceptions:

1. Drive spacing is not dimensioned
2. Drives do not contain curb
3. Landscaping plan is incomplete
4. Site plan informational data, while generally sufficient for review, is incomplete
5. Proposed lighting may produce glare
6. Building materials are non-durable

WHEREAS, the planning commission, in further reviewing the ordinance, found that the plan, while not in strict compliance with the specific ordinance requirements for a special land use, found such special land use requirements to be unnecessary or irrelevant in accordance with Zoning Section pertaining to special land uses, including:

1. Requirement for a traffic study
2. Requirement for three drive through delivery spaces

WHEREAS, the engineering reviews are not yet available as it relates to utilities, storm water, materials, and related features; and

WHEREAS, the Planning Commission approved the site plan and recommended approval of the special land use, with conditions, at their regular meeting on August 6, 2019.

NOW, BE IT RESOLVED that the Swartz Creek City Council hereby approves the special land use and related site plan, dated 07/19/2019 and included in the city council packet of August 12, 2019, subject to the following conditions, as well as any recommendations of the city engineers:

1. Landscaping to be revised and administratively approved
2. Lighting to be affirmed to be non-glare
3. Building material, color, and roof provisions to be waived
4. Site plan to be updated to affirm dimensions/standard requirements
5. Requirement for curbing to be waived
6. All other engineering standards shall be applied to site development
7. Waiver of a traffic study
8. Waiver of provision of three drive through delivery spaces

Adam Atkinson, Biggby owner & Jeff Kowczak, BCubed owner reviewed the project and answered any questions from council.

Resolution No. 190812-05

(Carried)

Motion by Councilmember Farmer

Second by Councilmember Hicks

I Move to amend the motion by striking out the words to be waived on item #5 Requirement for curbing to be waived.

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

YES Pinkston, Root, Cramer, Farmer, Gilbert, Krueger.
NO: Hicks. Motion Declared Carried.

Break 8:06 p.m. – 8:19 p.m.

RESOLUTION TO APPROVE A USE AGREEMENT WITH SWARTZ CREEK YOUTH FOOTBALL

Resolution No. 190812-06

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Cramer

WHEREAS, the City owns certain land (the “Property”) in the City of Swartz Creek (“City”) which is used for public purposes; and

WHEREAS, the Swartz Creek Youth Football is a charitable organization recognized as such pursuant to Section 501 (c) (3) of the Internal Revenue Code and is engaged in the promotion of youth athletics in the City; and

WHEREAS, the User has constructed at its own expense and with the City’s permission certain improvements on the Property which improvements are used for storage and related activities by the User and/or by other public, educational and athletic organizations with the permission of the User; and

WHEREAS, the City finds that the use of the Property by the User and the construction by the User at its own expense of the improvements thereon inures to the benefit of the City and its citizens and helps reduce the burden of government; and

NOW, THEREFORE, the City Council hereby approves the Park Use Agreement Between the City of Swartz Creek and the Swartz Creek Youth Football as included in the August 12, 2019 city council packet and further directs the Mayor and Clerk to execute the agreements on behalf of the city.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

RESOLUTION TO APPROVE A USE AGREEMENT WITH DRAGONS LAX

Resolution No. 190812-07

(Carried)

Motion by Mayor Pro Tem Pinkston
Second by Councilmember Cramer

WHEREAS, the City owns certain land (the "Property") in the City of Swartz Creek ("City") which is used for public purposes; and

WHEREAS, the DRAGONS LAX is a charitable organization recognized as such pursuant to Section 501 (c) (3) of the Internal Revenue Code and is engaged in the promotion of youth athletics in the City; and

WHEREAS, the City finds that the use of the Property by the User and the construction by the User at its own expense of the improvements thereon inures to the benefit of the City and its citizens and helps reduce the burden of government; and

NOW, THEREFORE, the City Council hereby approves the Park Use Agreement Between the City of Swartz Creek and the Dragons Lax as included in the August 12, 2019 city council packet and further directs the Mayor and Clerk to execute the agreements on behalf of the city.

Discussion Ensued.

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

RESOLUTION TO APPROVE THE PARK WAIVER REQUEST OF THE GFWC OF SWARTZ CREEK

Resolution No. 190812-08

(Carried)

Motion by Councilmember Root
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 General Federation of Women's Clubs, Swartz Creek Women's Club reserved Pavilion #2 in Abrams Park for Sunday, August 18, 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 August 18, 2019 reservation in Abrams Park.

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

NO: None. Motion Declared Carried.

RESOLUTION TO APPROVE FISCAL YEAR 2019 BUDGET AMENDMENTS AND ADJUSTMENTS

Resolution No. 190812-09

(Carried)

Motion by Councilmember Cramer

Second by Councilmember Hicks

WHEREAS, Act 621 of P.A. 1978 provides for a uniform budgeting system for local units of government; and

WHEREAS, Act 275 of P.A. of 1980 further prohibits deficit spending by local units of government; and

WHEREAS, the City Council has reviewed the City’s 2018 - 2019 Fiscal Year Budget and comparative year-to-date balance sheet of expenses and revenues, and finds that it is not in deficit; however, certain department activity line items may be in deficit.

WHEREAS, the City Council has received a Budget Amendment Summary; and

WHEREAS, new budget amounts necessitate adjustments to the original adopted budget; and

WHEREAS, said supplemental documentation shows the new proposed revenue and expenditure changes by account number.

THEREFORE BE IT RESOLVED, the Swartz Creek City Council hereby authorizes and directs the city manager or his designee to make all necessary end-year budget adjustment amendments to all city funds in accordance with the supplemental documentation (pages 110 to 119) attached.

BE IT FURTHER RESOLVED, the Swartz Creek City Council hereby authorizes and directs the City Manager or his designee to make all necessary year-end budget adjustment amendments.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

A RESOLUTION TO AMEND CHAPTER 9 OF THE CODE OF ORDINANCES BY ADDING THERETO A NEW SECTION ENTITLED “ODORS”

Resolution No. 190812-10

(Carried)

Motion by Councilmember Farmer

Second by Councilmember Hicks

WHEREAS, the City of Swartz Creek maintains police power over various activities and performance standards related to maintaining the health, safety, and welfare of the public, and

WHEREAS, the ability to define and regulate odors in the community has been noted as a deficiency in providing for the health, safety and welfare of the public.

NOW, THEREFORE, I MOVE the City of Swartz Creek ordains:

**CITY OF SWARTZ CREEK
ORDINANCE NO. 442**

An ordinance to amend Chapter 9 of the Code of Ordinances by adding thereto a new Section, entitled “Odors.”

THE CITY OF SWARTZ CREEK ORDAINS:

Section 1. Amendment of Chapter 9 of the Code of Ordinances.

The City hereby amends Chapter 2 of the Code of Ordinances of the City of Swartz Creek by adding thereto a new Section, entitled “Odors,” to read as follows:

Sec. 9-5. Odors.

(1) Purpose.

To control odors that are a public nuisance and to provide the residents of the City of Swartz Creek protection from objectionable odor that unreasonably interfere with the health, safety and general welfare of the community.

(2) Definition.

Odor nuisance shall mean the doing of any act or omitting to do any act that causes injury, damage, hurt, danger, inconvenience, annoyance or discomfort or that unreasonably interferes with or adversely impacts a person of normal sensitivities or the normal use and enjoyment of property or that threatens health, safety and general welfare of the public that results from the emission of odor, chemicals, gas, smoke, fumes or other materials or processes across any parcel or property line.

(3) Prohibition.

No person shall cause, permit or fail to prevent the emission of an odor nuisance from any property he or she owns, occupies, leases or controls. In determining whether or not there is a violation the following may be considered in addition to other relevant factors:

- (a) Frequency of occurrence of the odor.
- (b) Intensity and character of the odor.
- (c) Duration of the odor.
- (d) Number and frequency of citizen complaints.
- (e) Availability of technology to control or eliminate the odor.

No violation shall be exempt from complying with this provision because of its existence or of any activity causing an odor nuisance at the time of the effective date of this provision.

Section 2. Effective date.

This Ordinance shall take effect twenty (20) days following publication.

At a regular meeting of the City Council of Swartz Creek held on the 12th day of August, 2019, Councilmember Farmer moved for adoption of the ordinance and Councilmember Gilbert supported the motion.

The Mayor declared the ordinance adopted.

David Krueger
Mayor

Connie Eskew
Clerk

CERTIFICATION

The foregoing is a true copy of Ordinance No. 442 which was enacted by the Swartz Creek City Council at a regular meeting held on the 12th day of August, 2019.

Connie Eskew
City Clerk

Discussion Ensued.

YES: Hicks, Krueger, Pinkston, Root, Cramer.
NO: Farmer, Gilbert. Motion Declared Carried.

RESOLUTION TO APPROVE TRAFFIC CONTROL ORDER NUMBER 175, TO REMOVE THE STOP SIGN ON FAIRCHILD AT CAPPY LANE

Resolution No. 190812-11

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Farmer

WHEREAS, the city owns and operates a system of major and local streets, including traffic control devices; and

WHEREAS, Chapter 18, Article II of the Swartz Creek City Charter adopts the provisions of the Michigan Manual on Uniform Traffic Control Devices, 2009 Edition; and

WHEREAS, Section 1A.08 of the Michigan Manual on Uniform Traffic Control Devices, 2009 Edition grants local control of the regulation of traffic devices; and

WHEREAS, Public Act 235 of 1969, MCL 257.942, enables municipal control over parking areas, parking access points, and related traffic control devices when requested by the owner or operator of such a site; and

WHEREAS, the city conducted a traffic study that recommends removing the stop sign traffic control device from the south approach to the Cappy and Fairchild intersection, said approach being shared jurisdiction between the city and the parking lot access point for the Swartz Creek Middle School; and

WHEREAS, the Superintendent of the Swartz Creek Community Schools desires to follow the recommendation of the engineering report; and

WHEREAS, the street administrator and staff from the Metro Police Authority of Genesee County recommend removing the stop sign.

NOW, THEREFORE BE IT RESOLVED that the City of Swartz Creek approve Traffic Control Order #175 as a permanent order and direct the staff to remove stop sign in accordance with the MUTCD.

Discussion Ensued.

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

Break 8:58 p.m. - 9:01 p.m.

RESOLUTION TO APPROVE GIS MAPPING SERVICES AGREEMENT

Resolution No. 190812-12

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Cramer

WHEREAS, the city owns, operates, and maintains a system of sewer collection lines, water distribution lines, storm sewer lines, and related valves, manholes, and other appurtenances; and

WHEREAS, such infrastructure is largely underground and the associated maps that convey location, depth, and related data are inaccurate, missing, or incomplete; and

WHEREAS, the need for documented and efficient maintenance, as well as holistic asset management, make the ability to locate and track ongoing data for such infrastructure essential; and

WHEREAS, technology exists to effectively locate and map such infrastructure using Geographic Information System maps and databases; and

WHEREAS, the Genesee County Drain Commission, Water and Waste Services Division, is also engaging in GIS mapping services, with the intention of reimbursing communities some of the cost associated with water and sewer line mapping services.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek hereby approves the proposal from Rowe Professional Services Company, dated July 30, 2019, in the amount of \$39,850, plus a 10% contingency, funds to be appropriated to the Water 590, Sewer 591, and other applicable funds as determined by the City Treasurer.

Discussion Ensued.

YES: Pinkston, Root, Cramer, Farmer, Hicks, Krueger.
NO: Gilbert. Motion Declared Carried.

RESOLUTION TO APPROVE SEWER CAPACITY ANALYSIS AND REPORT

Resolution No. 190812-13

(Carried)

Motion by Mayor Pro Tem Pinkston
Second by Councilmember Cramer

WHEREAS, the city owns, operates, and maintains a system of sewer collection lines that transport sewer to the county interceptors located at various locations in and around the community; and

WHEREAS, the current and future capacity, especially as it pertains to wet weather events, must be known in order to ensure proper pipe sizing and related capacity; and

WHEREAS, Rowe Professional Services Company has been working with city staff to get flow data on high priority lines and lines with the potential for new users in order to determine future needs; and

WHEREAS, additional analysis of the current raw data and potential for new users is required to create the need, if any, for capital improvements.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek hereby approves the proposal from Rowe Professional Services Company, dated July 26, 2019, in the amount of \$6,750, plus a 10% contingency, funds to be appropriated to the Sewer 591 fund.

YES: Root, Cramer, Farmer, Hicks, Krueger, Pinkston.
NO: Gilbert. Motion Declared Carried.

RESOLUTION TO PURCHASE 4X4 TRUCK & TO SELL 1 TON TRUCK

Resolution No. 190812-14

(Carried)

Motion by Councilmember Root
Second by Councilmember Cramer

WHEREAS, the city finds it necessary to replace a 1999 Chevy 1 Ton Pickup Truck with a comparable piece of equipment; and

WHEREAS, the City's Purchasing Ordinance, Chapter 2, Article VI, Section 2-406 provides for and encourages cooperative government purchasing practices; and

WHEREAS, the Director of Public Services has selected a Ford F350 4x4 from the State of Michigan Vehicle Contract; and

WHEREAS, the 2020 Motor Pool Fund has sufficient funds set aside for this planned equipment replacement.

NOW, THEREFORE, BE IT RESOLVED, the City of Swartz Creek approves the purchase of the 2019 Ford Diesel F350 Regular Cab 4x4 Pickup from Signature Ford in the amount of \$38,975 plus associated fees and expenses, to be apportioned from the Motor Pool Fund (661).

BE IT FURTHER RESOLVED, the City of Swartz Creek, finding the 1999 1 ton truck to be beyond its useful life for the execution of safe and efficient duties, hereby direct and authorize the Director of Public Services to auction this vehicle and related appurtenances (listed below) by means of the Bidcorp.com or related public auctioning service.

1. 1999 Chevy 1 Ton Truck; VIN 1GDKC34J9XF022179

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

NO: None. Motion Declared Carried.

MEETING OPENED TO THE PUBLIC:

None.

REMARKS BY COUNCILMEMBERS:

Councilmember Root inquired on the fall decorations timeline.

Councilmember Cramer updated on the 2020 Census committee.

Councilmember Farmer thanked Metro PD for patrolling the city and for being at Back to the Bricks event.

Councilmember Hicks feels it is really unfortunate that the Biggby project is a type 5 construction. She feels we should've held the project at a higher standard.

Councilmember Gilbert commented on the streetlight down at Morrish and Miller and the light being so close to the road.

Mayor Pro Tem Pinkston downtown looks great and he noticed that Sharp's was open.

Mayor Krueger thanked the clerk for fixing his laptop.

ADJOURNMENT

Resolution No. 190812-15

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Cramer

I Move the Swartz Creek City Council adjourn the regular meeting at 9:22 p.m.

Unanimous Voice Vote.

David A. Krueger, Mayor

Connie Eskew, City Clerk

REVENUE AND EXPENDITURE REPORT FOR CITY OF SWARTZ CREEK
PERIOD ENDING 07/31/2019

GL NUMBER	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 07/31/2019	AVAILABLE BALANCE	% BDGT USED
Fund 101 - General Fund					
000.000 - General	2,280,530.00	2,280,530.00	121,428.50	2,159,101.50	5.32
215.000 - Administration and Clerk	42.00	42.00	18.30	23.70	43.57
301.000 - Police Dept	3,800.00	3,800.00	123.75	3,676.25	3.26
345.000 - PUBLIC SAFETY BUILDING	28,100.00	28,100.00	0.00	28,100.00	0.00
410.000 - Building & Zoning & Planning	65,830.00	65,830.00	7,980.00	57,850.00	12.12
448.000 - Lighting	9,870.00	9,870.00	643.46	9,226.54	6.52
448.001 - Decorative Street Lighting	8,165.39	8,165.39	0.00	8,165.39	0.00
782.000 - Facilities - Abrams Park	100.00	100.00	70.00	30.00	70.00
783.000 - Facilities - Elms Rd Park	6,700.00	6,700.00	780.00	5,920.00	11.64
790.000 - Facilities-Senior Center/Libr	7,980.00	7,980.00	0.00	7,980.00	0.00
790.012 - CDBG Senior Center Operations	0.00	1,440.95	0.00	1,440.95	0.00
931.000 - Transfers IN	38,000.00	38,000.00	0.00	38,000.00	0.00
TOTAL REVENUES	2,449,117.39	2,450,558.34	131,044.01	2,319,514.33	
000.000 - General	14,160.00	14,160.00	1,136.79	13,023.21	8.03
101.000 - Council	20,210.43	20,210.43	5,520.94	14,689.49	27.32
172.000 - Executive	109,561.45	109,561.45	12,138.65	97,422.80	11.08
201.000 - Finance,Budgeting,Accounting	47,008.38	47,008.38	1,930.21	45,078.17	4.11
215.000 - Administration and Clerk	28,138.95	28,138.95	6,247.03	21,891.92	22.20
228.000 - Information Technology	16,600.00	16,600.00	5,828.77	10,771.23	35.11
247.000 - Board of Review	2,450.65	2,450.65	322.96	2,127.69	13.18
253.000 - Treasurer	43,940.75	43,940.75	2,607.25	41,333.50	5.93

GL NUMBER	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 07/31/2019	AVAILABLE BALANCE	% BDGT USED
257.000 - Assessor	55,963.72	55,963.72	3,215.25	52,748.47	5.75
262.000 - Elections	58,867.77	58,867.77	1,228.78	57,638.99	2.09
266.000 - Legal Council	20,000.00	20,000.00	0.00	20,000.00	0.00
301.000 - Police Dept	7,855.00	7,855.00	4,050.30	3,804.70	51.56
301.266 - Legal Council PSFY	4,100.00	4,100.00	0.00	4,100.00	0.00
301.851 - Retiree Employer Health Care PSFY	21,133.00	21,133.00	1,494.27	19,638.73	7.07
334.000 - Metro Police Authority	990,000.00	990,000.00	242,731.75	747,268.25	24.52
336.000 - Fire Department	200,781.24	200,781.24	0.00	200,781.24	0.00
345.000 - PUBLIC SAFETY BUILDING	45,613.25	45,613.25	4,610.89	41,002.36	10.11
410.000 - Building & Zoning & Planning	117,084.00	117,084.00	2,692.91	114,391.09	2.30
410.025 - 2017 CDBG 5157 Morrish Demo	375.00	375.00	0.00	375.00	0.00
448.000 - Lighting	108,165.39	108,165.39	0.00	108,165.39	0.00
728.005 - Holland Square Streetscape	103,700.00	103,700.00	0.00	103,700.00	0.00
781.000 - Facilities - Pajtas Amphitheat	2,025.62	2,025.62	273.20	1,752.42	13.49
782.000 - Facilities - Abrams Park	43,259.60	43,259.60	2,451.47	40,808.13	5.67
783.000 - Facilities - Elms Rd Park	77,407.45	77,407.45	9,112.01	68,295.44	11.77
783.016 - Elms Park Brm-Trail Reno RP15-0003	2,710.50	0.00	0.00	0.00	0.00
784.000 - Facilities - Bicentennial Park	1,930.75	1,930.75	65.11	1,865.64	3.37
786.000 - Non-Motorized Trailway	150,000.00	150,000.00	0.00	150,000.00	0.00
787.000 - Veterans Memorial Park	3,173.58	3,173.58	540.68	2,632.90	17.04
790.000 - Facilities-Senior Center/Libr	36,376.28	36,376.28	3,435.42	32,940.86	9.44
790.012 - CDBG Senior Center Operations	0.00	1,440.95	0.00	1,440.95	0.00
793.000 - Facilities - City Hall	19,505.94	19,505.94	1,807.42	17,698.52	9.27

GL NUMBER	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 07/31/2019	AVAILABLE BALANCE	% BDGT USED
794.000 - Community Promotions Program	40,958.41	40,958.41	2,714.31	38,244.10	6.63
796.000 - Facilities - Cemetary	2,492.94	2,492.94	188.74	2,304.20	7.57
797.000 - Facilities - City Parking Lots	7,074.46	7,074.46	341.84	6,732.62	4.83
851.000 - Retired Employee Health Care	25,377.00	25,377.00	708.33	24,668.67	2.79
965.000 - Transfers Out	164,930.00	164,930.00	0.00	164,930.00	0.00
TOTAL EXPENDITURES	2,592,931.51	2,591,661.96	317,395.28	2,274,266.68	
Fund 101 - General Fund:					
TOTAL REVENUES	2,449,117.39	2,450,558.34	131,044.01	2,319,514.33	5.35
TOTAL EXPENDITURES	2,592,931.51	2,591,661.96	317,395.28	2,274,266.68	12.25
NET OF REVENUES & EXPENDITURES	(143,814.12)	(141,103.62)	(186,351.27)	45,247.65	
Fund 202 - Major Street Fund					
000.000 - General	430,121.00	430,121.00	(38,575.55)	468,696.55	(8.97)
441.000 - Miller Rd Park & Ride	5,200.00	5,200.00	0.00	5,200.00	0.00
449.500 - Right of Way - General	1,250.00	1,250.00	0.00	1,250.00	0.00
453.105 - Fairchild-Cappy to Miller TIP	201,600.00	201,600.00	1,852.09	199,747.91	0.92
463.000 - Routine Maint - Streets	288.00	288.00	0.00	288.00	0.00
478.000 - Snow & Ice Removal	500.00	500.00	0.00	500.00	0.00
TOTAL REVENUES	638,959.00	638,959.00	(36,723.46)	675,682.46	
228.000 - Information Technology	800.00	800.00	306.82	493.18	38.35
441.000 - Miller Rd Park & Ride	5,892.21	5,892.21	257.31	5,634.90	4.37
448.000 - Lighting	90,547.00	90,547.00	90,547.00	0.00	100.00
449.500 - Right of Way - General	9,500.00	9,500.00	999.00	8,501.00	10.52
453.105 - Fairchild-Cappy to Miller TIP	257,000.00	257,000.00	0.00	257,000.00	0.00
463.000 - Routine Maint - Streets	53,521.36	53,521.36	3,405.47	50,115.89	6.36
474.000 - Traffic Services	31,334.12	31,334.12	3,125.23	28,208.89	9.97

GL NUMBER	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 07/31/2019	AVAILABLE BALANCE	% BDGT USED
478.000 - Snow & Ice Removal	39,449.85	39,449.85	111.86	39,337.99	0.28
482.000 - Administrative	11,292.50	11,292.50	606.99	10,685.51	5.38
538.500 - Intercommunity storm drains	3,700.00	3,700.00	500.00	3,200.00	13.51
965.000 - Transfers Out	100,000.00	100,000.00	0.00	100,000.00	0.00
TOTAL EXPENDITURES	603,037.04	603,037.04	99,859.68	503,177.36	
Fund 202 - Major Street Fund:					
TOTAL REVENUES	638,959.00	638,959.00	(36,723.46)	675,682.46	5.75
TOTAL EXPENDITURES	603,037.04	603,037.04	99,859.68	503,177.36	16.56
NET OF REVENUES & EXPENDITURES	35,921.96	35,921.96	(136,583.14)	172,505.10	
Fund 203 - Local Street Fund					
000.000 - General	150,691.00	150,691.00	(12,186.62)	162,877.62	(8.09)
449.000 - Right of Way Telecomm	15,000.00	15,000.00	0.00	15,000.00	0.00
449.500 - Right of Way - General	1,250.00	1,250.00	0.00	1,250.00	0.00
463.000 - Routine Maint - Streets	288.00	288.00	0.00	288.00	0.00
478.000 - Snow & Ice Removal	300.00	300.00	0.00	300.00	0.00
931.000 - Transfers IN	540,000.00	540,000.00	0.00	540,000.00	0.00
TOTAL REVENUES	707,529.00	707,529.00	(12,186.62)	719,715.62	
228.000 - Information Technology	800.00	800.00	306.82	493.18	38.35
448.000 - Lighting	9,021.00	9,021.00	9,021.00	0.00	100.00
449.000 - Right of Way Telecomm	15,000.00	15,000.00	0.00	15,000.00	0.00
449.500 - Right of Way - General	15,000.00	15,000.00	264.48	14,735.52	1.76
463.000 - Routine Maint - Streets	197,393.54	197,393.54	3,303.57	194,089.97	1.67
463.106 - Hemsley Reconstruction	85,792.42	85,792.42	0.00	85,792.42	0.00
474.000 - Traffic Services	19,955.58	19,955.58	292.38	19,663.20	1.47
478.000 - Snow & Ice Removal	47,564.75	47,564.75	172.48	47,392.27	0.36

GL NUMBER	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 07/31/2019	AVAILABLE BALANCE	% BDGT USED
482.000 - Administrative	16,231.44	16,231.44	862.31	15,369.13	5.31
538.500 - Intercommunity storm drains	4,825.00	4,825.00	500.00	4,325.00	10.36
TOTAL EXPENDITURES	411,583.73	411,583.73	14,723.04	396,860.69	
Fund 203 - Local Street Fund:					
TOTAL REVENUES	707,529.00	707,529.00	(12,186.62)	719,715.62	1.72
TOTAL EXPENDITURES	411,583.73	411,583.73	14,723.04	396,860.69	3.58
NET OF REVENUES & EXPENDITURES	295,945.27	295,945.27	(26,909.66)	322,854.93	
Fund 204 - MUNICIPAL STREET FUND					
000.000 - General	631,220.00	631,220.00	59,783.32	571,436.68	9.47
TOTAL REVENUES	631,220.00	631,220.00	59,783.32	571,436.68	
905.000 - Debt Service	165,475.28	165,475.28	320.83	165,154.45	0.19
965.000 - Transfers Out	440,000.00	440,000.00	0.00	440,000.00	0.00
TOTAL EXPENDITURES	605,475.28	605,475.28	320.83	605,154.45	
Fund 204 - MUNICIPAL STREET FUND:					
TOTAL REVENUES	631,220.00	631,220.00	59,783.32	571,436.68	9.47
TOTAL EXPENDITURES	605,475.28	605,475.28	320.83	605,154.45	0.05
NET OF REVENUES & EXPENDITURES	25,744.72	25,744.72	59,462.49	(33,717.77)	
Fund 226 - Garbage Fund					
000.000 - General	395,423.00	395,423.00	36,154.89	359,268.11	9.14
TOTAL REVENUES	395,423.00	395,423.00	36,154.89	359,268.11	
000.000 - General	8,873.00	8,873.00	0.00	8,873.00	0.00
101.000 - Council	4,390.35	4,390.35	1,259.82	3,130.53	28.70
172.000 - Executive	8,768.92	8,768.92	1,520.13	7,248.79	17.34
201.000 - Finance,Budgeting,Accounting	7,300.77	7,300.77	177.83	7,122.94	2.44
215.000 - Administration and Clerk	4,228.93	4,228.93	614.57	3,614.36	14.53
228.000 - Information Technology	2,150.00	2,150.00	767.23	1,382.77	35.69
253.000 - Treasurer	8,282.59	8,282.59	505.38	7,777.21	6.10

GL NUMBER	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 07/31/2019	AVAILABLE BALANCE	% BDGT USED
257.000 - Assessor	800.00	800.00	0.00	800.00	0.00
528.000 - Sanitation Collection	290,477.59	290,477.59	546.55	289,931.04	0.19
530.000 - Wood Chipping	42,355.00	42,355.00	4,874.22	37,480.78	11.51
782.000 - Facilities - Abrams Park	4,457.22	4,457.22	912.07	3,545.15	20.46
783.000 - Facilities - Elms Rd Park	5,203.95	5,203.95	994.87	4,209.08	19.12
793.000 - Facilities - City Hall	3,905.04	3,905.04	406.11	3,498.93	10.40
TOTAL EXPENDITURES	391,193.36	391,193.36	12,578.78	378,614.58	
Fund 226 - Garbage Fund:					
TOTAL REVENUES	395,423.00	395,423.00	36,154.89	359,268.11	9.14
TOTAL EXPENDITURES	391,193.36	391,193.36	12,578.78	378,614.58	3.22
NET OF REVENUES & EXPENDITURES	4,229.64	4,229.64	23,576.11	(19,346.47)	
Fund 248 - Downtown Development Fund					
000.000 - General	45,310.00	45,310.00	1.71	45,308.29	0.00
728.004 - Family Movie Night	2,500.00	2,500.00	0.00	2,500.00	0.00
TOTAL REVENUES	47,810.00	47,810.00	1.71	47,808.29	
173.000 - DDA Administration	2,510.00	2,510.00	2.50	2,507.50	0.10
728.002 - Streetscape	475.00	475.00	0.00	475.00	0.00
728.004 - Family Movie Night	3,950.00	3,950.00	2,488.66	1,461.34	63.00
TOTAL EXPENDITURES	6,935.00	6,935.00	2,491.16	4,443.84	
Fund 248 - Downtown Development Fund:					
TOTAL REVENUES	47,810.00	47,810.00	1.71	47,808.29	0.00
TOTAL EXPENDITURES	6,935.00	6,935.00	2,491.16	4,443.84	35.92
NET OF REVENUES & EXPENDITURES	40,875.00	40,875.00	(2,489.45)	43,364.45	
Fund 350 - City Hall Debt Fund					
000.000 - General	12.75	12.75	0.08	12.67	0.63
931.000 - Transfers IN	88,730.00	88,730.00	0.00	88,730.00	0.00
TOTAL REVENUES	88,742.75	88,742.75	0.08	88,742.67	

GL NUMBER	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 07/31/2019	AVAILABLE BALANCE	% BDGT USED
905.000 - Debt Service	89,480.00	89,480.00	0.00	89,480.00	0.00
TOTAL EXPENDITURES	89,480.00	89,480.00	0.00	89,480.00	
Fund 350 - City Hall Debt Fund:					
TOTAL REVENUES	88,742.75	88,742.75	0.08	88,742.67	0.00
TOTAL EXPENDITURES	89,480.00	89,480.00	0.00	89,480.00	0.00
NET OF REVENUES & EXPENDITURES	(737.25)	(737.25)	0.08	(737.33)	
Fund 402 - Fire Equip Replacement Fund					
000.000 - General	10.00	10.00	1.03	8.97	10.30
931.000 - Transfers IN	75,000.00	75,000.00	0.00	75,000.00	0.00
TOTAL REVENUES	75,010.00	75,010.00	1.03	75,008.97	
Fund 402 - Fire Equip Replacement Fund:					
TOTAL REVENUES	75,010.00	75,010.00	1.03	75,008.97	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES	75,010.00	75,010.00	1.03	75,008.97	
Fund 590 - Water Supply Fund					
000.000 - General	2,100.00	2,100.00	(4,017.20)	6,117.20	(191.30)
540.000 - Water System	2,225,695.00	2,225,695.00	(60,799.75)	2,286,494.75	(2.73)
TOTAL REVENUES	2,227,795.00	2,227,795.00	(64,816.95)	2,292,611.95	
000.000 - General	22,382.50	22,382.50	0.00	22,382.50	0.00
101.000 - Council	11,606.88	11,606.88	3,149.46	8,457.42	27.13
172.000 - Executive	30,681.16	30,681.16	4,340.44	26,340.72	14.15
201.000 - Finance,Budgeting,Accounting	22,649.21	22,649.21	747.91	21,901.30	3.30
215.000 - Administration and Clerk	15,872.96	15,872.96	2,149.94	13,723.02	13.54
228.000 - Information Technology	6,000.00	6,000.00	2,306.21	3,693.79	38.44
253.000 - Treasurer	31,271.84	31,271.84	1,880.04	29,391.80	6.01
540.000 - Water System	2,076,741.20	2,076,741.20	20,852.66	2,055,888.54	1.00
542.000 - Read and Bill	56,248.38	56,248.38	2,356.56	53,891.82	4.19

GL NUMBER	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 07/31/2019	AVAILABLE BALANCE	% BDGT USED
543.230 - Water Main Repair USDA Grant	149,195.00	149,195.00	0.00	149,195.00	0.00
793.000 - Facilities - City Hall	10,277.73	10,277.73	1,009.65	9,268.08	9.82
850.000 - Other Functions	12,000.00	12,000.00	0.00	12,000.00	0.00
905.000 - Debt Service	49,916.22	49,916.22	95.83	49,820.39	0.19
TOTAL EXPENDITURES	2,494,843.08	2,494,843.08	38,888.70	2,455,954.38	
Fund 590 - Water Supply Fund:					
TOTAL REVENUES	2,227,795.00	2,227,795.00	(64,816.95)	2,292,611.95	2.91
TOTAL EXPENDITURES	2,494,843.08	2,494,843.08	38,888.70	2,455,954.38	1.56
NET OF REVENUES & EXPENDITURES	(267,048.08)	(267,048.08)	(103,705.65)	(163,342.43)	
Fund 591 - Sanitary Sewer Fund					
000.000 - General	2,500.00	2,500.00	(2,128.00)	4,628.00	(85.12)
536.000 - Sewer System	1,289,965.00	1,289,965.00	(32,069.34)	1,322,034.34	(2.49)
TOTAL REVENUES	1,292,465.00	1,292,465.00	(34,197.34)	1,326,662.34	
000.000 - General	22,682.50	22,682.50	0.00	22,682.50	0.00
101.000 - Council	11,281.88	11,281.88	3,149.48	8,132.40	27.92
172.000 - Executive	30,593.04	30,593.04	4,340.43	26,252.61	14.19
201.000 - Finance,Budgeting,Accounting	22,554.21	22,554.21	747.84	21,806.37	3.32
215.000 - Administration and Clerk	16,422.96	16,422.96	2,149.97	14,272.99	13.09
228.000 - Information Technology	6,000.00	6,000.00	2,306.22	3,693.78	38.44
253.000 - Treasurer	31,211.70	31,211.70	1,880.05	29,331.65	6.02
536.000 - Sewer System	995,116.56	995,116.56	6,492.74	988,623.82	0.65
537.000 - Sewer Lift Stations	9,074.40	9,074.40	1,683.98	7,390.42	18.56
542.000 - Read and Bill	64,579.13	64,579.13	3,224.84	61,354.29	4.99
543.400 - Reline Existing Sewers	197,000.00	197,000.00	0.00	197,000.00	0.00
793.000 - Facilities - City Hall	10,069.04	10,069.04	1,006.19	9,062.85	9.99

GL NUMBER	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 07/31/2019	AVAILABLE BALANCE	% BDGT USED
850.000 - Other Functions	5,000.00	5,000.00	0.00	5,000.00	0.00
TOTAL EXPENDITURES	1,421,585.42	1,421,585.42	26,981.74	1,394,603.68	
Fund 591 - Sanitary Sewer Fund:					
TOTAL REVENUES	1,292,465.00	1,292,465.00	(34,197.34)	1,326,662.34	2.65
TOTAL EXPENDITURES	1,421,585.42	1,421,585.42	26,981.74	1,394,603.68	1.90
NET OF REVENUES & EXPENDITURES	(129,120.42)	(129,120.42)	(61,179.08)	(67,941.34)	
Fund 661 - Motor Pool Fund					
000.000 - General	154,115.26	154,115.26	(894.41)	155,009.67	(0.58)
TOTAL REVENUES	154,115.26	154,115.26	(894.41)	155,009.67	
172.000 - Executive	10,628.40	10,628.40	10,720.00	(91.60)	100.86
201.000 - Finance,Budgeting,Accounting	7,889.59	7,889.59	462.69	7,426.90	5.86
228.000 - Information Technology	1,150.00	1,150.00	296.09	853.91	25.75
795.000 - Facilities - City Garage	188,597.59	188,597.59	2,627.85	185,969.74	1.39
850.000 - Other Functions	9,850.00	9,850.00	0.00	9,850.00	0.00
TOTAL EXPENDITURES	218,115.58	218,115.58	14,106.63	204,008.95	
Fund 661 - Motor Pool Fund:					
TOTAL REVENUES	154,115.26	154,115.26	(894.41)	155,009.67	0.58
TOTAL EXPENDITURES	218,115.58	218,115.58	14,106.63	204,008.95	6.47
NET OF REVENUES & EXPENDITURES	(64,000.32)	(64,000.32)	(15,001.04)	(48,999.28)	
Fund 865 - Sidewalks					
478.000 - Snow & Ice Removal	1,000.00	1,000.00	0.00	1,000.00	0.00
931.000 - Transfers IN	1,200.00	1,200.00	0.00	1,200.00	0.00
TOTAL REVENUES	2,200.00	2,200.00	0.00	2,200.00	
478.000 - Snow & Ice Removal	2,200.00	2,200.00	0.00	2,200.00	0.00
TOTAL EXPENDITURES	2,200.00	2,200.00	0.00	2,200.00	
Fund 865 - Sidewalks:					
TOTAL REVENUES	2,200.00	2,200.00	0.00	2,200.00	0.00
TOTAL EXPENDITURES	2,200.00	2,200.00	0.00	2,200.00	0.00

GL NUMBER	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 07/31/2019	AVAILABLE BALANCE	% BDGT USED
NET OF REVENUES & EXPENDITURES	0.00	0.00	0.00	0.00	
Fund 866 - Weed Fund					
000.000 - General	6,800.00	6,800.00	1,500.00	5,300.00	22.06
TOTAL REVENUES	6,800.00	6,800.00	1,500.00	5,300.00	
000.000 - General	2,100.00	2,100.00	370.00	1,730.00	17.62
965.000 - Transfers Out	38,000.00	38,000.00	0.00	38,000.00	0.00
TOTAL EXPENDITURES	40,100.00	40,100.00	370.00	39,730.00	
Fund 866 - Weed Fund:					
TOTAL REVENUES	6,800.00	6,800.00	1,500.00	5,300.00	22.06
TOTAL EXPENDITURES	40,100.00	40,100.00	370.00	39,730.00	0.92
NET OF REVENUES & EXPENDITURES	(33,300.00)	(33,300.00)	1,130.00	(34,430.00)	

**SWARTZ CREE AREA FIRE DEPT: 2020
BUDGET-DRAFT**

ACCT #		17 BUDGET	17 ACTUAL	18 BUDGET	18 ACTUAL	19 BUDGET	20 BUDGET	DEFINITION
	REVENUES:							
3582	Contributions-Operating	\$290,019.00	278,881.00	\$407,790.17	\$235,452.00	\$407,746.26	\$311,557.51	Estimated Operating Contributions
3583	Contributions-Equipment	XXXXXXXXXX	0.00	\$0.00	\$82,705.00	\$0.00	\$0.00	Estimated Equipment Contributions-combined with 3582 for 2013
3628	Misc. Income (Sundry)	\$0.00	12,356.00	\$0.00	\$615.00	\$0.00	\$0.00	Miscellaneous Income
3630	Grant Income	\$0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	Grant Income
3664	Interest Income	\$0.00	22.00	\$0.00	\$5.00	\$0.00	\$0.00	Interest from Deposits
3673	Sale of Fixed Assests	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	Sale of Miscellaneous Used Items
	TOTAL REVENUES	\$290,019.00	291,259.00	\$407,790.17	\$318,777.00	\$407,746.26	\$311,557.51	
	EXPENSES							
4703	Social Security	\$11,831.00	9,956.00	12,251.17	12,579.00	12,207.26	12,092.51	Social Security - .0145%, FICA - .062%
4704.1	Salaries - Chief	\$33,670.00	\$34,086.00	33,000.00	33,250.00	33,000.00	33,000.00	Chief
4704.2	Salaries - Staff	\$12,480.00	5,247.00	14,700.00	5,899.00	14,700.00	14,700.00	Accounting Specialist & Clerical
4705	Salaries - Maintenance	\$13,729.00	13,416.00	21,800.00	14,051.00	21,800.00	20,300.00	Maint., Qtr. Master, Train. Officer, FF Labor, Pump Testing
4706	Salaries - Officers	\$18,072.00	14,151.00	18,072.00	18,507.00	18,072.00	18,072.00	1 Asst. Chief, 1 Batt. Chief, 2 Capt., 4 Lieut.2 Sgt.
4707	Salaries - Firefighters	\$76,700.00	73,483.00	72,000.00	85,513.00	72,000.00	72,000.00	Est. Fire Run/Training Payment for Firefighters
4708	Deferred/Direct Response Comp.	\$2,468.00	1,411.00	2,468.00	1,244.00	2,468.00	2,468.00	Deferred Comp. Employer Paid
4709	Medical - Firefighters	\$3,605.00	3,920.00	4,265.00	3,804.00	4,265.00	8,265.00	Physicals, Hept. - B Shots
4710	Unemployment Payments	\$750.00	0.00	750.00	-	750.00	750.00	Unemployment Payments
4727	Office Supplies	\$2,000.00	1,659.00	2,000.00	1,527.00	2,000.00	1,850.00	Clerical Supplies,Postage,Shipping
4728	Building Supplies/Maint	\$1,100.00	481.00	1,150.00	1,011.00	1,150.00	1,350.00	Utility Paper, Cleaning Supplies, Light Bulbs, Keys
4741	Equip/Oper. supplies	\$5,650.00	3,834.00	5,650.00	4,722.00	5,650.00	6,800.00	Small tool, Batteries, Fuel, Filters etc...
4801	Contract Services	\$11,200.00	9,110.00	8,200.00	8,629.00	8,200.00	9,700.00	Audit,Legal,Cleaning,Advertising,Copier Maint. Agree.,Photos
4850	Communications	\$4,400.00	\$4,448.00	6,250.00	4,691.00	6,250.00	5,800.00	Telephone/Internet Service
4910	Insurance	\$19,069.00	17,551.00	19,069.00	18,908.00	19,069.00	21,175.00	Fleet, Liability, Workers' Comp.
4920	Utilities	\$14,000.00	12,722.00	18,200.00	18,807.00	18,200.00	20,700.00	Gas/Electric, Water/Sewer
4960	Education & Training	\$7,490.00	3,845.00	8,935.00	4,646.00	8,935.00	9,305.00	Dues, Classes/Materials, Prevention Materials,Subscriptions
4970	Office Equipment	\$5,173.00	4,941.00	500.00	-	500.00	750.00	Office Equipment
4976	Fire Equipment	\$9,770.00	15,055.00	131,650.00	16,587.00	131,650.00	26,750.00	Gear,Suppression Equip.Pagers,Radios
4978	Fire Equip-Maint./Repair/Upgrades	\$30,725.00	44,740.00	23,480.00	18,215.00	23,480.00	22,330.00	Maint. Agree., Repair & Upgrades of Fire Equipment
4984	Computer Hardware/Repair	\$4,737.00	6,045.00	1,800.00	1,831.00	1,800.00	1,800.00	Computer Hardware & Hardware Repair
4988	Computer Software/Upgrade	\$1,400.00	455.00	1,600.00	1,822.00	1,600.00	1,600.00	Computer Software, Software Upgrades, Train. Matls.
	Sub-total Expenses	290,019.00	280,556.00	407,790.17	276,243.00	407,746.26	311,557.51	<i>1.3% Increase over last year</i>
4981	Apparatus				\$382,374.96	17,625.04		Truck Purchase (\$400,000) Truck Purchased in 18, balance in 2019 Wont be apart of assets until delivery
	Total Expenses	290,019.00	280,556.00	407,790.17	658,617.96	425,371.30	311,557.51	
	Net Income (Loss)	\$0.00	\$10,703.00	\$0.00	\$42,534.00	\$0.00	\$0.00	
	Fund balance beginning of the year	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.00	
	Fund balance end of the year	\$0.00	\$10,703.00	\$0.00	\$42,534.00	\$0.00	\$1.00	

2020 BUDGET-DRAFT

2020 BUDGET BREAKDOWN :

Account			2019	2020	Change	
4703 Social Security			12,207.26	12,092.51	(114.75)	
	2017 Actual	\$9,956.00				
	2018 Actual	\$12,579.00				
Chief Salary			\$33,000.00	\$33,000.00	\$0.00	
Acct & Clerical Wage			\$14,700.00	\$14,700.00	\$0.00	
Officers			\$18,072.00	\$18,072.00	\$0.00	
Main/Train			\$21,800.00	\$20,300.00	-\$1,500.00	
Firefighters			\$72,000.00	\$72,000.00	\$0.00	
	TOTAL	\$158,072.00	0.0765	\$12,207.26	\$12,092.51	-\$114.75
4704.1 Chief Salary			\$33,000.00	\$33,000.00	\$0.00	
	2017 Actual	\$34,086.00				
	2018 Actual	\$33,250.00				
Chief's Salary			\$33,000.00	\$33,000.00	\$0.00	
4704.2 Accounting Specialist & Clerical Wages			\$14,700.00	\$14,700.00	\$0.00	
	2017 Actual	\$5,247.00				
	2018 Actual	\$5,899.00				
Accting Specialist Wage	\$14.00/HR APPROX 20 HOURS PER WEEK		\$14,700.00	\$14,700.00	\$0.00	
	TOTAL		\$14,700.00	\$14,700.00	\$0.00	
4705 Maint. & Train. Wages			\$21,800.00	\$20,300.00	-\$1,500.00	
	2017 Actual	\$13,416.00				
	2018 Actual	\$14,051.00				
Truck Maintenance Duties	\$200/mth		\$2,400.00	\$2,400.00	\$0.00	
Quarter Master Duties	\$100/mth		\$2,400.00	\$2,400.00	\$0.00	
Training Duties	\$200/mth		\$2,400.00	\$2,400.00	\$0.00	
Assit Quarter Master Duties	\$100/mth		\$1,200.00	\$1,200.00	\$0.00	
IT Specialist	\$100/mth		\$1,200.00	\$1,200.00	\$0.00	
Fire Prevention Duties	\$100/mth		\$1,200.00	\$1,200.00	\$0.00	
Firefighter Labor:						
Hall/Apparatus Duties	Normal Firefighter hourly rate		\$7,000.00	\$6,500.00	-\$500.00	
Flow Testing/SCBA Tech Maint	Normal Firefighter hourly rate		\$1,000.00	\$1,000.00	\$0.00	
Mechanic Maintenance Duties	Normal Firefighter hourly rate		\$3,000.00	\$2,000.00	-\$1,000.00	
	TOTAL		\$21,800.00	\$20,300.00	-\$1,500.00	
4706 Officer Salary			\$18,072.00	\$18,072.00	\$0.00	
	2017 Actual	\$14,151.00				
	2018 Actual	\$18,507.00				
Asst. Chief (1)	217/mth		\$2,604.00	\$2,604.00	\$0.00	
Batt. Chief (1)	187/mth		\$2,244.00	\$2,244.00	\$0.00	
Captain (2)	334/mth		\$4,008.00	\$4,008.00	\$0.00	
Lieutenant (4)	568/mth		\$6,816.00	\$6,816.00	\$0.00	
Sergeant (2)	\$200/mth		\$2,400.00	\$2,400.00	\$0.00	
	TOTAL		\$18,072.00	\$18,072.00	\$0.00	

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4707 Firefighter Wages		\$72,000.00	\$72,000.00	\$0.00
	2017 Actual	\$73,483.00		
	2018 Actual	\$85,513.00		
FIREFIGHTER				
	Probation I		\$11.73	\$11.73
	Probation II		\$12.52	\$12.52
	FFI		\$13.23	\$13.23
	FFII		\$14.45	\$14.45
	Officer I		\$15.59	\$15.59
	Officer II		\$16.50	\$16.50
	Officer III		\$16.96	\$16.96
	Tenure	+ .30 for 3yrs; 5yrs & 5 year increments		
	Pump Operator		\$0.27	\$0.27
4708 Deferred Compensation			\$2,468.00	\$2,468.00
	2017 Actual	\$1,411.00		
	2018 Actual	\$1,244.00		
	Firefighters: flat rate, \$52 per yr X15 FF		\$780.00	\$780.00
	Firefighters: \$1.50 per run x 15 FF X 75 runs (includes alarms & training)		\$1,688.00	\$1,688.00
	TOTAL		\$2,468.00	\$2,468.00
4709 Medical Expense			\$4,265.00	\$8,265.00
	2017 Actual	\$3,920.00		
	2018 Actual	\$3,804.00		
	Physical 30 FF		\$4,000.00	\$8,000.00
	Hept B injections 3 shots @ \$55		\$265.00	\$265.00
	TOTAL		\$4,265.00	\$8,265.00
4710 Unemployment Payments			\$750.00	\$750.00
	2017 Actual	\$0.00		
	2018 Actual	\$0.00		
	Unemployment Payments		\$750.00	\$750.00
	TOTAL		\$750.00	\$750.00

2020 BUDGET-DRAFT

4727 Office Supplies		\$2,000.00	\$1,850.00	-\$150.00
	2017 Actual	\$1,659.00		
	2018 Actual	\$1,527.00		
				\$0.00
	Supplies (forms, envelopes, pens, etc...)	\$700.00	\$500.00	-\$200.00
	Postage (stamps, special mailings)	\$300.00	\$300.00	\$0.00
	Shipping	\$955.00	\$1,000.00	\$45.00
	Sam's Club Membership	\$45.00	\$50.00	\$5.00
	TOTAL	<u>\$2,000.00</u>	<u>\$1,850.00</u>	-\$150.00
				\$0.00
4728 Building Supplies		\$1,150.00	\$1,350.00	\$200.00
	2017 Actual	\$481.00		
	2018 Actual	\$1,011.00		
				\$0.00
	Paper Products	\$300.00	\$300.00	\$0.00
	Cleaning Products	\$230.00	\$230.00	\$0.00
	Keys	\$100.00	\$0.00	-\$100.00
	Light Bulbs	\$40.00	\$40.00	\$0.00
	Repairs/Updates	\$230.00	\$230.00	\$0.00
	Rehab Supplies	\$200.00	\$200.00	\$0.00
	First Aid Kit (restock)	\$50.00	\$350.00	\$300.00
	TOTAL	<u>\$1,150.00</u>	<u>\$1,350.00</u>	\$200.00
4741 Equipment Supplies		\$5,650.00	\$6,800.00	\$1,150.00
	2017 Actual	\$3,834.00		
	2018 Actual	\$4,722.00		
				\$0.00
	Fuel	\$3,000.00	\$4,200.00	\$1,200.00
	Filters	\$300.00	\$300.00	\$0.00
	Oil	\$250.00	\$250.00	\$0.00
	Small Tools	\$400.00	\$350.00	-\$50.00
	Misc. Supplies	\$1,700.00	\$1,700.00	\$0.00
	TOTAL	<u>\$5,650.00</u>	<u>\$6,800.00</u>	\$1,150.00
4801 Contract Services		\$8,200.00	\$9,700.00	\$1,500.00
	2017 Actual	\$9,110.00		
	2018 Actual	\$8,629.00		
				\$0.00
	Emergency Excavating/Towing	\$600.00	\$600.00	\$0.00
	Auditing Service	\$5,000.00	\$5,500.00	\$500.00
	Maintenance Agreement-Copier	\$600.00	\$600.00	\$0.00
	Legal Service	\$2,000.00	\$3,000.00	\$1,000.00
	Snow/Lawn Maint.	\$0.00	\$0.00	\$0.00
	TOTAL	<u>\$8,200.00</u>	<u>\$9,700.00</u>	\$1,500.00
				\$0.00

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4850 Communications			\$6,250.00	\$5,800.00	-\$450.00
	2017 Actual	\$4,448.00			
	2018 Actual	\$4,691.00			
					\$0.00
	Web Site Domain Name (renew in 2020 GoDaddy)		\$0.00	\$200.00	\$200.00
	Web Site Domain Hosting (1and1 renew 2020)		\$0.00	\$200.00	\$200.00
	IAR (I Am Responding) Smart Phone Program		\$650.00	\$650.00	\$0.00
	Phone Equipment		\$1,500.00	\$750.00	-\$750.00
	Phones/Internet Access		\$4,100.00	\$4,000.00	-\$100.00
	TOTAL		<u>\$6,250.00</u>	<u>\$5,800.00</u>	-\$450.00
					\$0.00
4910 Insurance			\$19,069.00	\$21,175.00	\$2,106.00
	2017 Actual	\$17,551.00			
	2018 Actual	\$18,908.00			
					\$0.00
	Michigan Par Plan		\$13,337.00	\$15,000.00	\$1,663.00
	Worker's Compensation		\$5,557.00	\$6,000.00	\$443.00
	MML Membership		\$175.00	\$175.00	\$0.00
	TOTAL		<u>\$19,069.00</u>	<u>\$21,175.00</u>	\$2,106.00
					\$0.00
4920 Utilities			\$18,200.00	\$20,700.00	\$2,500.00
	2017 Actual	\$12,722.00			
	2018 Actual	\$18,807.00			
					\$0.00
	Water/Sewer		\$3,200.00	\$3,200.00	\$0.00
	Gas/Electric		\$15,000.00	\$17,500.00	\$2,500.00
	TOTAL		<u>\$18,200.00</u>	<u>\$20,700.00</u>	\$2,500.00
					\$0.00
4960 Education & Training			\$8,935.00	\$9,305.00	\$370.00
	2017 Actual	\$3,845.00			
	2018 Actual	\$4,646.00			
					\$0.00
	FIREFIGHTER TRAINING				\$0.00
	Misc. FF Classes		\$3,200.00	\$2,000.00	-\$1,200.00
	ADVANCED TRAINING				\$0.00
	Officer Classes		\$2,000.00	\$3,000.00	\$1,000.00
	CERTIFICATIONS				\$0.00
	CPR		\$60.00	\$300.00	\$240.00
	MEMBERSHIPS				\$0.00
	Michigan Fire Chiefs		\$170.00	\$245.00	\$75.00
	Genesee Co. Fire Chiefs \$60 ea x 3 + \$125 dept		\$305.00	\$305.00	\$0.00
	Shiawassee Co. Firefighters		\$75.00	\$75.00	\$0.00
	Mi State Fireman's Assoc \$30 ea x35 + \$75 dept		\$1,125.00	\$1,125.00	\$0.00
	Mi Fire Inspectors Accociation		\$0.00	\$85.00	\$85.00
	Mi Fire Instructors Association (2)		\$0.00	\$170.00	\$170.00
	TRAINING SUPPLIES		\$500.00	\$500.00	\$0.00
	FIRE PREVENTION				\$0.00
	Misc. Materials/handouts/audio visual aides		\$500.00	\$500.00	\$0.00
	Fire Safety Trailer		\$1,000.00	\$1,000.00	\$0.00
	TOTAL		<u>\$8,935.00</u>	<u>\$9,305.00</u>	\$370.00

2020 BUDGET-DRAFT

4970 Office Equipment			\$500.00	\$750.00	\$0.00
	2017 Actual	\$4,941.00			\$250.00
	2018 Actual	\$0.00			
Upgrades/Repairs			\$500.00	\$750.00	\$250.00
	TOTAL		\$500.00	\$750.00	\$250.00
4976 Fire Equipment			\$131,650.00	\$26,750.00	\$0.00
	2017 Actual	\$15,055.00			
	2018 Actual	\$16,587.00			
Securitex Turn Out Gear (4)			\$16,100.00	\$9,200.00	-\$6,900.00
Misc Equipment			\$3,500.00	\$4,500.00	\$1,000.00
Uniforms			\$2,500.00	\$2,000.00	-\$500.00
10 yr Anniversary Helmet			\$0.00	\$0.00	\$0.00
Fire Hose			\$3,830.00	\$3,830.00	\$0.00
Nozzeles and adaptors			\$4,500.00	\$4,500.00	\$0.00
Replacement Helmets (10)			\$500.00	\$2,000.00	\$1,500.00
Leather Fire Boots (2)			\$720.00	\$720.00	\$0.00
Air Compressor			\$100,000.00	\$0.00	-\$100,000.00
	TOTAL		\$131,650.00	\$26,750.00	-\$104,900.00
4978 Fire Equipment-Maint/Repair			\$23,480.00	\$22,330.00	-\$1,150.00
	2017 Actual	\$44,740.00			
	2018 Actual	\$18,215.00			
Truck Repair			\$7,500.00	\$7,500.00	\$0.00
Jaws Pump Maint - Bi-Annually 2019			\$1,500.00	\$0.00	-\$1,500.00
Turn-Out Gear Repair/Cleaning			\$500.00	\$500.00	\$0.00
Ladder Certification			\$400.00	\$750.00	\$350.00
Annual Pump Test/Maint			\$5,500.00	\$5,500.00	\$0.00
Pager/Radio Repair/Upgrade			\$1,200.00	\$1,200.00	\$0.00
SCBA Repair			\$1,500.00	\$1,500.00	\$0.00
Fire Extinguishers Maint			\$500.00	\$500.00	\$0.00
Misc. Equipment Repair			\$1,500.00	\$1,500.00	\$0.00
Posi Check Calibration	**potential split 50/50 with GTFD		\$700.00	\$700.00	\$0.00
OHD Facemask Fit Equipment	**potential split 50/50 with GTFD		\$820.00	\$820.00	\$0.00
Air Compressor M/A (2)			\$1,860.00	\$1,860.00	\$0.00
	TOTAL		\$23,480.00	\$22,330.00	-\$1,150.00
4981 Apparatus			\$0.00	\$0.00	\$0.00
	2017 Actual	\$0.00			
	2018 Actual				
	TOTAL		\$0.00	\$0.00	\$0.00
4984 Computer Hardware/Repairs			\$1,800.00	\$1,800.00	\$0.00
	2017 Actual	\$6,045.00			
	2018 Actual	\$1,831.00			
Computer/Monitor Upgrades			\$1,500.00	\$1,500.00	\$0.00
Repairs			\$300.00	\$300.00	\$0.00
	TOTAL		\$1,800.00	\$1,800.00	\$0.00
4988 Computer Software/Upgrades			\$1,600.00	\$1,600.00	\$0.00
	2017 Actual	\$455.00			
	2018 Actual	\$1,822.00			
Fire Tools Upgrade			\$400.00	\$400.00	\$0.00
Quickbooks			\$1,200.00	\$1,200.00	\$0.00
	TOTAL		\$1,600.00	\$1,600.00	\$0.00

Swartz Creek Area Fire Department 2020 Budget Explanation List:

~July 31 2019~

4703: Social Security:

Change based on wage amounts

4704.1 Chiefs Salary:

Board Discretion, Fire Chief does not request any additional compensation

4704.2 Accounting Specialist & Clerical Wages:

No change requested

4705 Maintenance, Training, additional Labor cost:

Slight reduction

4706 Officer Salary

No change

4707 Firefighter wages

No change based on 2019 year to date.

4708: Deferred Compensation

No change

4709: Medical Expense

Current Fire Department physicals do not include a heart or cancer screening other than a heart monitor evaluation every 3-5 years. Heart Disease and Cancer are the leading causes of death in firefighters. Early detection is the key for survival and treatment. In addition, our staff is spending 2-4 hours at the clinic each year waiting to be seen by the Occupational Health Doctor, the clinic does not offer heart and cancer screening, and this would cause additional travel on the part of the firefighter. In addition, since this is a requirement for employment, I am hard pressed not to have to pay them for sitting in the lobby waiting to be seen. I have worked with a company, that will come on site to do all of the testing in a 2-day period. This can be achieved by scheduling the physical on a mandatory training day..

4710: Unemployment Payments

No Change

4727: Office Supplies

This will fluctuate year to year depending on inventory and use. This year I am recommending a reduction in cost based on 2018 costs and year to date costs.

4728: Building Supplies

Slight increase due to OSHA required medical supplies, first aid kits and eye wash stations.

4741: Equipment Supplies and general maintenance for fire equipment

Slight increase due to use and inflation.

4801: Contractual Services

The municipalities have agreed to fund their own snow and lawn agreements, this will be address when the Fire Agreement is reviewed. Legal expense increased slightly based on 2018 costs, (This may have been due to legal action and consulting with our insurance carrier)

4850: Communications

Fire Dept website and hosting is due. Misc. phone equipment to complete the transition will also be required. Overall reduction.

4910: Insurance

Slight increase due to 2019 bids received

4920: Utilities

I am recommending a slight increase in the cost. This is based on the 2018 cost of utilities. It should be stated that these costs should be less due to energy efficacies that have been done in the city building. Until a full a better cost analyst is completed, the increase is justified as a precaution

4960: Education, Memberships & Training

As part of my obligation as Chief, I have to attend Fire Inspector Continuing education, I am also looking for a Fire Investigator course to complete as well. There are also state and national trainings that I will be encouraging my staff to attend.

4970: Office Equipment

Slight increase to replace aging office equipment.

4976 Fire Equipment:

#	Cost	Description
4	9,200	Sets of Securitex turn out gear for replacement in case of damage or sizing for new hires.
	4,500	Misc Equipment (personal protective items, operational equipment and tools)
	2,000	This should complete the outfitting of all current Fire Dept members and those that will come off probation in 2020. Each firefighter that comes off probation should receive a dress uniform, to properly represent the SCAFD.
	3,830	Fire hoses – As you recall, we investigated through trial usage, a different style of hose. This will be the hose that firefighters use to combat the fire (1 3/4 & 2 1/2) This hose is highly kink resistant with increased flows and lower friction loss. This will be used as the last section of hose on our attack lines (the working end) and our crews will see improved maneuverability, kink resistance and flexibility, which translates to a much more efficient hose

team when they aren't fighting with the hose. This will complete the process we began in 2019 to replace our hose.

4,500	Our hand line nozzles are 20 years old. As you know the older equipment gets, its reliability drops. We have demo'd several makes and models of smooth bore nozzles. We would see benefits with new nozzles that we don't see at all with our current models such as the ability to completely pass debris without losing flow, higher flows and lower pressures, and a solid deep penetrating stream that is able to reach the seat of hotter fires without breaking up or evaporating. This will complete the 2019 process to replace our nozzles.
10 2000	As part of a grant in 2010, the SCAFD received 10 fire helmets. Service life on fire gear is 10 years no matter the use. This will replace those helmets.
2 720	Replacement of Fire boots due to sizing issues or end of life as needed.

Total Fire Equipment = \$26,750

4978 Fire Equip.-Maintenance/Repair/Upgrades

7,500	Unclassified truck repair.
500	Turn out gear repair and cleaning (When cost effective, gear that has been damaged beyond local means to repair or clean, can be returned to usable condition. Each garment is analyzed to determine the cost effectiveness of repair, of which this cost would be taken from this fund. In addition, a new SOG has been added that requires employees to wash their gear on a regular basis to provide optimum gear protection.)
750	Ladder Certification (An annual cost associated with the MiOSHA & NFPA requirement)
5,500	Annual Engine Pump testing (An annual cost associated with NFPA requirements). Available resource and cost has grown over the past 2 years.
1,200	Pager/radio repair and supplemental equipment
1,500	SCBA repair (Our SCBA require a six year replacement of certain parts. This amount will also cover parts associated with the frame, bottles & face masks.)
500	Department fire extinguisher maintenance (yearly inspections are required)
1,500	Misc. Equipment Repairs (hand tools, power equipment & etc)
700	SCBA Posi-Check Maintenance (Annual re-certification of testing equipment. This was shared with Gaines Township Fire since 2013. However, they always have the option to not participate.)
820	Fit Testing Maintenance (Annual re-certification. This is being shared with, Gaines Township. However, they always have the option to not participate.) 1,860 Breathing Air Compressor Maintenance (an ongoing MiOSHA requirement to insure the air that the SCBA bottles are filled with is not contaminated)

Total Maintenance/Repair = \$22,330

4981 Apparatus Purchase

None in 2020

4984

Computer Hardware (Repairs/Upgrades):

Cost Description

1500 Computer Upgrades (Amount to cover aging monitors, CPU's and misc. hardware)

300 Repairs and/or replacement of miscellaneous items such as mice, keyboards, hard drives, and etc.

Total Computer Hardware (Repairs/Upgrades) = \$1800.00

988 Computer Software (New/Upgrades):

Cost Description

400 FireTools user fee. (FireTools charges the SCAFD this amount yearly. It includes all upgrades associated with the program.)

1200 QuickBooks/Payroll

Total Computer Software (New/Upgrades) = \$1,600.00

Sec. 9-6. - Noise.

Existing Noise Ordinance

It shall be unlawful for any person or business entity to create, assist in creating, permit or make any unusual, unnecessary, loud or disturbing noise in the city.

- (1) The following acts shall constitute a partial list of unnecessary, unusual, loud or disturbing noises in violation of this section, but the following enumeration shall not be deemed to be exclusive, to wit:
 - a. The use of any automobile, motorcycle or other vehicle so as to create loud or unnecessary noises.
 - b. The discharge into the open air of any exhaust of any internal combustion engine of a motor vehicle, motorcycle, or motor scooter, except through a muffler or other device which will effectively prevent loud noises from issuing therefrom.
 - c. The sounding of any horn or signal device on any automobile or other motor vehicle, except as a danger signal if other vehicles are approaching, in such manner as to disturb the comfort or repose of the general public.
- (2) The use of mechanical loudspeakers or amplifiers on trucks or other moving vehicles is hereby prohibited within the city, unless the city manager shall issue a permit stating the hours and places where sound-amplifying equipment may be used.
- (3) Nothing in this section shall be construed to prevent the production of music in connection with any military, civic or authorized parade, funeral procession or religious ceremony, nor to prevent any musical performance conducted under the consent of the city manager, nor to be construed so as to apply to the playing of children in any of the parks, schools, playgrounds or other public amusement places owned by the city or the public.

(Ord. No. 22, § 3(D), 8-28-61; Ord. No. 347, § 1, 11-8-99)

Sec. 9.06. – Noise

1. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Decibel means a unit of sound level on a logarithmic scale measured relative to the threshold of audible sound by the human ear, in compliance with American National Standards Institute Standard 1.1-1960, as amended.

Device means any mechanism which is intended to or which actually produces sound when operated or handled.

Sound level meter means any instrument including a microphone, amplifier, an output meter, and frequency weighting networks for the measurement of noise and sound levels in a specific manner and which complies with standards established by the American National Standards Institute specifications for sound level meters S1.4-1971, as amended.

Unreasonable noise means any excessive or unusually loud sound that disturbs the peace, comfort or repose of a reasonable person of normal sensitivities or injures or endangers the health or safety of a reasonable person of normal sensitivities of which causes injury to plant or animal life, or damage to property or business.

2. Findings and purpose.

(a) The making and creation of excessive, unnecessary or unusually loud noises within the limits of the township is a condition which has existed for some time and the extent and volume of such noises are increasing.

(b) The making, creation or maintenance of such excessive, unnecessary, unnatural or unusually loud noises which are prolonged, unusual and unnatural in their time, place and use affect and are a detriment to public health, comfort, convenience, safety, welfare and prosperity of the residents of the township.

(c) The necessity in public interest for the provisions and prohibitions contained and enacted in this article is declared as a matter of legislative determination and public policy, and it is further declared that the provisions and prohibitions contained and enacted of this article are in pursuance of and for the purpose of securing and promoting the public health, comfort, convenience, safety, welfare and prosperity and the peace and quiet of the township and its inhabitants.

3. Exceptions.

None of the terms or prohibitions of this article shall apply to or be enforced against the following:

- (1) Operation of residential power devices. This article shall not prohibit the operation of any mechanically powered saw, sander, drill, grinder, lawn or garden tool, snow blower or similar device used outdoors in residential areas between the hours of 7:00 a.m. and 9:00 p.m.;
- (2) Any police or fire vehicle or any ambulance, while engaged upon emergency business;
- (3) Excavations or repairs of bridges, streets, highways or utilities by or on behalf of the township, county road commission or state department of transportation during the night, when the public safety, welfare and convenience renders it impossible to perform such work during the day;
- (4) The use of any such device listed in this article by a governmental agency in the furtherance of its authorized function;
- (5) The use of any device listed in this article to warn of imminent danger;
- (6) The reasonable use of any such device listed in this article by a church or other nonprofit religious organization upon its premises for the dissemination of music or bell tones as a call to, recessional from or integral part of, religious service;
- (7) The use of a chime to indicate the time at not more frequent intervals than 15 minutes; or
- (8) The dissemination of sound during a parade, outdoor band concert, athletic event, school event, theatrical performance, or noncommercial public speaking and public assembly activities conducted on any public space or public right-of-way provided the volume of sound is not unreasonably loud, raucous, jarring, disturbing or a nuisance to persons more than 50 feet from the point of amplification.

4. Excessive noise.

(a) Prohibited. It shall be unlawful, and be deemed a public nuisance, for any person to willfully make or continue, or cause to be made or continued, any loud, unnecessary, and unusual noise which disturbs the peace or quiet of any neighborhood or which causes discomfort or annoyance to any reasonable person of normal sensitivity residing in the area.

(b) Standard.

(1) The standard which may be considered in determining whether a violation of the provisions of this section exists may include, but not be limited to, the following:

- a. The level of noise;
- b. Whether the nature of the noise is usual or unusual;
- c. Whether the origin of the noise is natural or unnatural;

- d. The level and intensity of the background noise, if any;
- e. The proximity of the noise to residential sleeping facilities;
- f. The nature and zoning of the area within which the noise emanates;
- g. The density of the inhabitation of the area within which the noise emanates;
- h. The time of the day and night the noise occurs;
- i. The duration of the noise;
- j. Whether the noise is recurrent, intermittent or constant;
- k. Noise radiating from all properties or buildings, as measured at the boundaries of the property, which is in excess of the decibel level established for the districts and times listed as follows shall constitute prima facie evidence that such noise unreasonably disturbs the comfort, quiet, and repose of persons in the area:

Land Use Category	Day-Time Standards	Night-Time Standards
	7:00 a.m. to 9:00 p.m.	9:00 p.m. to 7:00 a.m.
Residential	55 DBA	50 DBA
Business	65 DBA	60 DBA
Office	55 DBA	55 DBA
Manufacturing	<u>70</u> DBA	65 DBA

(2) The land use categories shall be defined in the zoning ordinances for the township.

(3) Where property is partly in two zoning districts or adjoins the boundary of a zoning district, the decibel level of the zoning district of the property where the noise is emanating shall control.

(4) Any business or industrial use of property which exists now or in the future as a legal nonconforming use, as defined in Chapter 2 of the township zoning ordinance, in a more restrictive zoning classification shall be allowed to emit noise in excess of these limitations for the particular zoning classification where such use is located; provided, that such noise does not exceed the limitation provided in this section for business and industrial zoning districts.

5. Noises prohibited.

The following acts, among others, are declared to be loud, disturbing, unnecessary and excessive noises in violation of this article in consideration of the excessive standards enumerated in subsection [9.06.1](#), but such enumeration shall not be deemed to be exclusive, namely:

(1) Sound amplifying equipment.

a. For the purpose of this subsection, the following definitions shall apply:

1. Mobile sound amplifying equipment means any sound amplifying equipment capable of being operated while being transported from place to place and shall include without limitation any sound amplifying equipment upon or in any vehicle, including motorcycle or moped.

2. Sound amplifying equipment means any machine or device for the amplification of human noise, music or any other sound.

3. Street means a public right-of-way, private highway or other place open to the general public or generally accessible to motor vehicles, including an area designated for the parking of motor vehicles; however, it shall not include that portion of a public street temporarily closed to vehicular traffic by public authority to accommodate or permit a public assembly.

b. No person shall use or permit the use of any sound amplifying equipment or mobile sound amplifying equipment, including radio, television, phonograph, drum, or musical instrument, the sound of which is cast upon any street, alley or property open to the public so as to produce sound that is already audible more than 50 feet from the point of amplification.

(2) Loudspeakers, radios, television sets, musical instruments, tape players, compact disc players and similar devices. The using, operating or permitting to be played, used or operated of any radio, television, musical instrument, phonograph, tape player, compact disc player, loudspeaker, sound amplifier or other machine or device for the producing or reproducing of sound which creates a noise disturbance across a real property boundary or upon the public street.

(3) Shout, whistle, or make any loud noises. Yelling, shouting, hooting, whistling, singing, or making any other loud noises on the public streets, sidewalks, bike pathways or other streets or paths or private property located within the township, between the hours of 11:00 p.m. and 7:00 a.m., or making of any such noise at any time or place so as to annoy or disturb the quiet, comfort or repose of a reasonable person of normal sensitivities in any office, dwelling, hotel, hospital or residence or any persons in the vicinity.

(4) Operate construction tools or equipment. Operating or permitting the operation of any tools or equipment used in construction, excavation, demolition, alteration or repair of any building, street or highway, between the hours of 9:00 p.m. and 7:00 a.m., such that the sound therefrom is plainly audible in any dwelling, hotel, hospital, office or residence, or on any residential property other than the property from which the noise emanates or originates.

(5) Operate steam or other engines. Operating or permitting the operation of any steam engine or internal combustion engine, whether stationary or mobile, so as to annoy or disturb the quiet, comfort or repose of a person of normal sensitivities in any office, dwelling, hotel, hospital or residence or any persons in the vicinity.

(6) Animals, birds, etc. The keeping of any animal or bird which by causing frequent or long continued noise shall disturb the comfort or repose of any persons in the vicinity.

(7) Exhausts. The discharge into the open air of the exhaust of any steam engine, stationary internal combustion engine, motor boat, or motor vehicle except through a muffler or other device which will effectively prevent loud or explosive noises therefrom.

(8) Defect in vehicle or load. The use of any automobile, motorcycle or vehicle so out of repair, so loaded or in such a manner as to create loud and unnecessary grating, grinding, rattling or other noise.

(9) Loading, unloading, opening boxes. The creation of a loud and excessive noise in connection with loading or unloading any vehicle or the opening and destruction of bales, boxes, crates and containers.

(10) Schools, courts, churches, hospitals. The creation of any excessive noise on any street adjacent to any school, institution of learning, church or court while the school, institution of learning, church or court are in use, or adjacent to any hospital, which unreasonably interferes with the workings of such institution, or which disturbs or unduly annoys patients in the hospital, provided conspicuous signs are displayed in such streets indicating that the street is a school, hospital or court street.

(11) Hawkers, peddlers. The shouting and crying of peddlers, hawkers and vendors which disturbs the peace and quiet of the neighborhood.

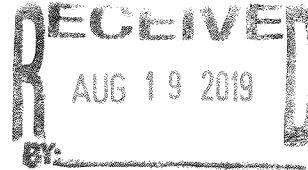
(12) Drums and instruments. The use of any drum or other instrument or device for the purpose of attracting attention by creation of noise to any event, performance, show or sale.

(13) Pile drivers, hammers, etc. The operation between the hours of 9:00 p.m. and 7:00 a.m. of any pile driver, steam shovel, pneumatic hammer, derrick, steam or electric hoist or other appliance, the use of which is attended by loud or unusual noise.

(14) Blowers. The operation of any noise-creating blower or power fan or any internal combustion engine, the operation of which causes noise due to the explosion of operating gases or fluids, unless the noises from such blower or fan are muffled and such engine is equipped with a muffler device sufficient to deaden such noise.



August 16, 2019



City Clerk
City of Swartz Creek
8083 Civic Dr.
Swartz Creek, MI 48473

Re: Turner Classic Movies Moving to Sports Entertainment Package

Dear City Clerk:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Accordingly, please note that effective October 10, 2019, Turner Classic Movies (TCM) will move to the Sports Entertainment Package and will no longer be included in its current service package(s). We are notifying impacted customers of these changes through a bill message.

Please feel free to contact me at 517-334-5686 if you have any questions.

Sincerely,

John P. Gardner
Director, External Affairs
Comcast, Heartland Region
1401 E. Miller Rd.
Lansing, MI 48911

Enclosure

Lockhart Roofing Co.
3388 Torrey Road, Flint, MI 48507
"Building A Higher Standard"
Phone: 810-235-9866 Fax: 810-235-0520

INVOICE

DATE: 8/15/2019

Job Number **13333**
Customer ID **6697**
Phone 810-635-4464
Mobile 517-719-8071

BILL TO

City Of Swartz Creek

8083 Civic Dr.
Swartz Creek, Mi 48473

Due On Receipt

AMOUNT DUE

\$6,127.50

Please detach top portion and return with payment

DATE	DESCRIPTION	AMOUNT
8/14/2019	Roof Replacement	\$5,745.00
8/14/2019	Wood Replacement-130 ft. 1x6 Roof Board @ 2.25 ft.	\$292.50
8/14/2019	Installed 2 Rafter Tails @ 45.00 Each	\$90.00
	SUBTOTAL	\$6,127.50
	DISCOUNT	
	TOTAL	\$6,127.50

Total Payments Received

Balance Due

\$6,127.50

JOB LOCATION: 7512 GROVE ST, SWARTZ CREEK MI 48473

MICHIGAN DEPARTMENT OF TRANSPORTATION
STATE TRUNKLINE MAINTENANCE CONTRACT
CITY OF SWARTZ CREEK

This Contract, made and entered into this date of _____, by and between the Michigan Department of Transportation (MDOT), and the Michigan municipal corporation (Municipality) of the

City of Swartz Creek.

RECITALS:

MDOT is authorized by 1925 PA 17 Section 2, MCL 250.62 to contract with the Municipality for the construction, improvement, or maintenance of state trunkline highways. MDOT, subject to the approval of the State Administrative Board; and

MDOT has so advised the State Transportation Commission and the Appropriations Committees of the Senate and House of Representatives in accordance with 1951 PA 51 Section 11c, MCL 247.661c; and

MDOT has affirmatively found that contracting with this Municipality for the maintenance of state trunkline highways and bridges within its contract area, is in the best public interest.

The parties agree as follows:

Section 1. ORGANIZATION, EQUIPMENT, AND FACILITIES

The Municipality will provide personnel, equipment, materials, and facilities to maintain the state trunkline highways and provide agreed upon services under the terms of this Contract. MDOT will review the Municipality's operation and organizational plan, annually, relative to the work to be completed under this Contract. MDOT will approve the plan if it meets MDOT's goals for the state trunkline system. The Municipality will furnish an organizational chart showing garage locations, all facilities including salt sheds, the names of supervisory personnel, and any other information incidental to the performance of this maintenance contract as required by the Region Engineer.

Section 2. SCOPE OF WORK

- A. The Municipality will perform maintenance work under the direction of the Region Engineer of MDOT or a designee of the Region Engineer, acting under the general direction of the Engineer of Transportation Systems Management Operations of MDOT. Maintenance and other work will be performed under the terms of this Contract and as covered by the Field Activity Budget, subsequent work plans, and Transportation Work Authorizations (TWAs), for each fiscal year, which are incorporated herein by reference. Work performed under this Contract will be performed in accordance with accepted maintenance practices and/or specifications provided by MDOT as identified in a written Letter of Understanding.
1. A written Letter of Understanding shall be drafted by MDOT and signed by both MDOT and the designated representative of the Municipality. The letter shall remain in effect until either replaced or modified by the Region Engineer and approved by the Municipality. The letter will outline the number and type of maintenance activities to be performed under this Contract (A sample Letter of Understanding is attached as Appendix F). The Letter of Understanding shall provide sufficient detail of the work activities to be performed, expectations or outcomes from the performance of this work, and identification of budget line items for budgeting and billing purposes.
 2. The executed Letter of Understanding and all subsequent approved revisions thereto, are incorporated herein by reference as if the same were repeated in full herein.
 3. If the Municipality is unable to perform any of the services outlined in the Letter of Understanding on a twenty-four (24) hour, seven (7) day-a-week basis, the Municipality will immediately notify MDOT. MDOT will work with the Municipality to ensure that the services defined in the Letter of Understanding are performed.
- B. When the Municipality inspects permits on MDOT's behalf or assists MDOT with a permit:
1. MDOT will require all Permit Applicants to "save harmless" the State of Michigan, Transportation Commission, MDOT, and all officers, agents, and employees thereof, and the Municipality, their officials, agents and employees, against any and all claims for damages arising from operations covered by the permit as a condition of all permits issued by MDOT.

2. MDOT will further require Permit Applicants to provide comprehensive general liability insurance, including coverage for contractual liability, completed operations, and/or product liability, X (Explosion), C (Collapse), & U (Underground), and a contractor's protective liability with a blasting endorsement when blasting is involved, or commercial general liability insurance which includes all the above, naming as additional parties insured on all such policies, the State of Michigan, Transportation Commission, MDOT, and all officers, agents, and employees thereof, the Municipality their officials, agents, and employees. The Permit Applicant will provide written proof of the insurance to MDOT. MDOT may waive this requirement for permits issued to governmental entities and public utilities or when specifically waived by the Municipality in writing.

3. The amounts of such insurance will be no less than:

Comprehensive General Liability:

Bodily Injury	--	\$500,000 each occurrence
	--	\$500,000 each aggregate
Property Damage	--	\$250,000 each occurrence
	--	\$250,000 each aggregate

Commercial General Liability Insurance:

\$500,000 each occurrence and aggregate

- C. TWAs may be issued by the Region Engineer for special maintenance work (work not covered by the Line Item Budget) and non-maintenance work. This work may be performed by the Municipality or a subcontractor as set forth in Section 9 of this Contract. TWAs will be performed in accordance with MDOT's accepted maintenance practices and specifications as specified on the TWA. The Municipality will provide the necessary supervision or inspection to assure that the work is performed in accordance with the TWA.

The Municipality and MDOT may agree to include additional maintenance items to be covered under this Contract. Such items may include, but are not limited to, maintenance of traffic control devices (signals), freeway lighting and intelligent traffic system (ITS). All such work will be listed in the Letter of Understanding, included in the line item budget and defined in a supplemental scope which will become an attachment to this Contract.

The Municipality shall be responsible for providing all traffic control necessary to complete the work as outlined in this Contract unless otherwise agreed to by MDOT.

The Municipality and MDOT may enter into separate agreements for the shared payment of installation, maintenance, and energy costs for traffic control devices.

- D. The Region Engineer is authorized to issue written orders, as necessary, for the performance of maintenance work under the provisions of this Contract.

Section 3. INTEGRATION OF STATE AND MUNICIPAL WORK

The Municipality will furnish qualified personnel and adequate equipment and may furnish materials, as set forth in this Contract, as needed to perform maintenance on state trunkline highways, consistent with MDOT’s established core level of service for winter and non-winter maintenance activities, an approved annual budget, work plan, and work schedule. Personnel and equipment may be used on the local road system and state trunkline highways as conditions warrant.

Section 4. HIGHWAY MAINTENANCE CONTRACT ADMINISTRATOR

The Municipality hereby designates _____ as Contract Administrator on state trunkline highways, who will be responsible for budget and the administration of the Contract. In the event the Municipality desires to replace the Contract Administrator, the Municipality will notify MDOT within (30) days of the change in writing.

Section 5. SUPERVISION

The Municipality hereby designates, where applicable, the following:

Maintenance Superintendent (Streets): _____

Signal/Electrical Superintendent: _____

Storm Sewer Superintendent: _____

Other (Specify): _____

who will supervise all work covered by this Contract. In the event the Municipality desires to replace the designated contacts, the Municipality will notify MDOT within (30) days of the change in writing.

Section 6. WAGE SCHEDULE

Wages paid by the Municipality for work on state trunkline highways will be the same as on street work for the Municipality.

Premium Pay and Overtime Pay (specify under what conditions and percentage of regular rate paid if not specified in the attached labor agreement).

Pay for “show-up time” (Specify under what conditions and number of hours, if a minimum number is used and is not specified in the attached labor agreement).

No “stand by at home” pay will be included in charges for work on state trunkline highways.

MDOT will reimburse the Municipality for Direct Labor Overhead costs on all labor costs properly chargeable to MDOT, including but not limited to, vacation, sick leave, holiday pay, workers’ compensation, retirement, social security, group life insurance, hospitalization, longevity, unemployment insurance, and military leave, hereinafter referred to as “EMPLOYEE BENEFITS,” in accordance with Section 16.

Section 7. MATERIALS TO BE ACQUIRED AND SPECIFICATIONS

Material necessary for the performance under this Contract, may, at the option of the Municipality, be purchased by the Municipality unless otherwise directed by the Region Engineer. The Municipality will advertise and receive competitive bids when such purchases exceed Ten Thousand Dollars (\$10,000.00) or if required by federal or state law.

The Municipality will retain documentation that such bids were taken. Failure to retain documentation that such bids were taken may result in denial of reimbursement of the costs of such materials.

The following materials: bituminous pre-mixed materials, bituminous materials, aggregates (except ice control sand), bulk salt and traffic control devices used on state trunkline highways by the Municipality will conform to current or supplemental specifications of MDOT, unless otherwise approved in advance by the Region Engineer. The Region Engineer may require approval by MDOT’S Construction Field Services Division or by a laboratory approved by the Construction Field Services Division. Copies of approvals will be placed on file in the offices of the Municipality and the Region Engineer. If MDOT-owned materials are stored jointly with Municipality-owned materials, proper and adequate inventory records must be maintained by the Municipality, clearly indicating the portion that is MDOT-owned.

Section 8. PRICE SCHEDULE OF MATERIALS AND SERVICES

Materials produced and/or supplied by the Municipality including aggregates and bituminous materials, may be furnished at a firm unit price subject to approval of source and price by the Region Engineer. Firm unit prices are not subject to unit price adjustment by review.

The Municipality may change, add, or delete firm unit prices when requested in writing and approved by the Region Engineer at least sixty (60) days prior to the effective date of the change, addition, or deletion.

FIRM UNIT PRICES

<u>ITEM KIND</u>	<u>ITEM LOCATION</u>	<u>PRICE UNIT</u>	<u>PRICE INCLUDES*</u>	<u>PER UNIT</u>

Insert above, the following applicable number(s):

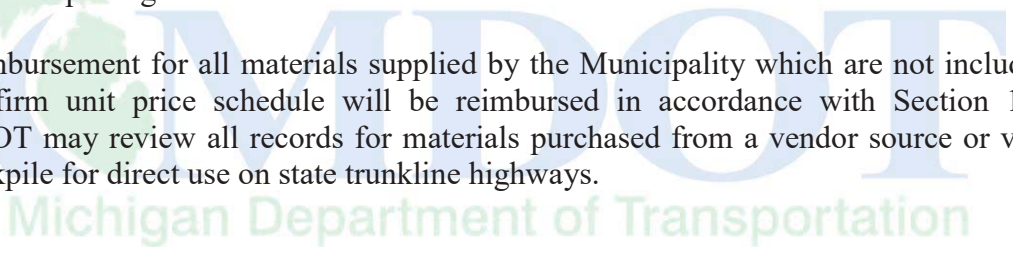
*Firm Unit Price Includes:

<u>Item Kind</u>	<u>Item Locations</u>
1. Processing/or Mixing Costs	1. Pit Site
2. Stockpiling/or Hauling to Stockpile Costs	2. Yard
3. Royalty Costs	3. Other (Describe)
4. Municipal Supplied Salt or Calcium Chloride (when used in a winter salt/sand mixture)	
5. Winter Sand	
6. Bituminous Costs	
7. Other (Describe)	

MDOT may review all records necessary to confirm the accuracy of the material quantities for all materials on the Firm Unit Price List shown above for which the Municipality requests reimbursement.

Items purchased from a vendor source or vendor stockpile for direct use on the state trunkline highways, are not eligible for firm unit price consideration and should be billed at vendor pricing.

Reimbursement for all materials supplied by the Municipality which are not included in the firm unit price schedule will be reimbursed in accordance with Section 16(D). MDOT may review all records for materials purchased from a vendor source or vendor stockpile for direct use on state trunkline highways.



Section 9. SUBCONTRACTS

The Municipality may subcontract any portion of the work to be performed under this Contract. Bid/price solicitation and subcontracts will be in conformance with the Municipality’s contracting process, and applicable state laws, except as modified herein. All subcontracted work will require the Municipality to submit a Quotation Request for Services or Equipment (Form 426) along with relevant bid and contract documents and bid or quote tabulation.

All subcontracted work will be performed in accordance with the established Scope of Work outlined on Form 426 and any specifications developed by the Municipality and/or MDOT for said subcontracted work. The scope of work and specifications (if any) must be approved by the Region Engineer. The Municipality will provide the necessary supervision or inspection to assure the subcontracted work is performed in accordance with the scope of work and specifications. At no time will the Municipality pay for subcontracted work until the work has been inspected and approved for compliance with the scope of work and specifications.

Emergency work will be subcontracted based on a verbal approval given by the Region Engineer. The work must be supported by the subsequent submission of Form 426 upon completion of work. State Administrative Board approval is required within thirty (30) days of completion of emergency work for contracts of \$250,000 or greater.

It is the intent of the parties to extend the terms of the Contract if the subcontract work is in progress at the conclusion of the Contract term. This provision shall not apply if this Contract is terminated by the Municipality or MDOT.

Failure to obtain the necessary approvals or to retain the documentation that the bids, prices, or rate quotations were solicited as required under this Section, may result in a denial of the reimbursement of the costs.

For subcontracts involving the items of CLEANING DRAINAGE STRUCTURES, SWEEPING AND FLUSHING or GRASS AND WEED CONTROL, the Municipality will include a cancellation clause that will allow the Municipality to cancel the subcontract if funds are not made available by MDOT.

County and/or Municipality-based advantage programs (CBA Process) or any type of preference program that awards contracts based on criteria other than low bid through the competitive bidding process, will not be used for MDOT-funded projects.

The term of the subcontract will not exceed five (5) years; said term will include any time extensions.

The subcontract solicitation and approval process will be as follows:

- A. **Subcontracts \$24,999 or less:** The Municipality will solicit either a bid price, or rate quotation from three or more qualified sources. Documentation of solicitation from all qualified sources must be retained for at least three (3) years following final payment made for each subcontract. Region Engineer approval of Form 426 is required.
- B. **Subcontracts \$25,000 or greater:** The Municipality will advertise and award by competitive bid. Advertisements must clearly define contract term and location of work. Documentation of the solicitation from all qualified sources must be retained for at least three (3) years following final payment made for each subcontract. Region Engineer approval of Form 426 is required.

State Administrative Board approval is required prior to the execution of contracts that are \$500,000 or greater.

State Administrative Board requirements for Amendments (previously referred to as overruns, extra work and adjustments), are outlined in Appendix E, attached hereto and made a part hereof.

Section 10. NON-DISCRIMINATION

In connection with the performance of maintenance work under this Contract, the Municipality (hereinafter in Appendix C referred to as the “contractor”) agrees to comply with the State of Michigan provisions for “Prohibition of Discrimination in State Contracts,” as set forth in Appendix C, attached hereto and made a part hereof. The Municipality further covenants that it will comply with the Civil Rights Act 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 will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract.

Section 11. ANTI-KICKBACK

No official or employee of the Municipality or of the State of Michigan will receive remuneration (directly or indirectly) for the purchase of materials, supplies, equipment, or subcontracts in connection with the performance of this Contract.

Section 12. SCOPE OF CONTRACT

It is declared that the work performed under this Contract is a governmental function which the Municipality performs for MDOT. This Contract does not confer jurisdiction upon the Municipality over the state trunkline highways encompassed by this Contract or over any other state trunkline highways. This Contract may not be construed to confer temporary or concurrent jurisdiction upon the Municipality over a state trunkline highway. Nothing inconsistent with the underlying statutory jurisdiction, duties, prerogatives, and obligations of MDOT is herein intended. The parties hereto further declare that this Contract is not made for the benefit of any third party.

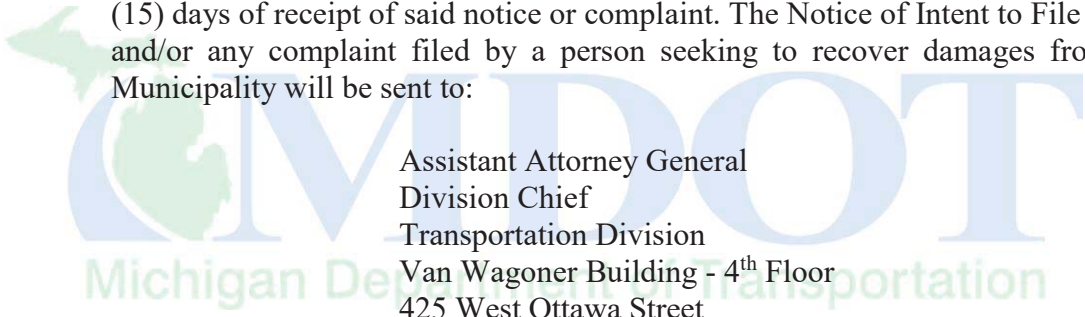
Section 13. INSURANCE

- A. The Municipality will furnish MDOT with a certificate of automobile liability insurance, which complies with the No-Fault Automobile Insurance laws of the State of Michigan, MCL 500.3101, *et seq.* The Insurance coverage will include vehicles owned, leased or rented by the Municipality. Such insurance will not be less than Two Hundred and Fifty Thousand Dollars (\$250,000.00) for bodily

injury or death of any one person. Coverage for public liability, property damage, and combined single limit will also comply with the No-Fault Automobile Insurance laws of the State of Michigan. The Municipality will provide thirty (30) days notice to MDOT prior to cancellation, termination, or material change of the policy. The certificate of said insurance, on MDOT Form shall be submitted to MDOT on DEPARTMENT Form 428 (Certificate of Insurance for State Highway Maintenance Contract) covering public liability and property damage, indicating thereon the policy number, and the aforesaid thirty (30) days notice provisions and the limits of liability. The Municipality agrees to review its insurance programs with its statewide association in an attempt to obtain cost savings and efficiency for MDOT.

If the Municipality is self-insured, a copy of the Secretary of State's Certificate of Self-insurance will be submitted to MDOT.

- B. In the event the Municipality receives a Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the Municipality for its alleged acts or omissions on a state trunkline highway, the Municipality will provide a copy of such notice to the Assistant Attorney General, within fifteen (15) days of receipt of said notice or complaint. The Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the Municipality will be sent to:



Assistant Attorney General
Division Chief
Transportation Division
Van Wagoner Building - 4th Floor
425 West Ottawa Street
P.O. BOX 30050
Lansing, Michigan 48909

Thereafter, the Municipality will provide copies of pleadings and other information regarding the claim or lawsuit when requested by an Assistant Attorney General

SECTION 14. WORKERS' DISABILITY COMPENSATION

The Municipality will comply with the Michigan Workers' Disability Compensation Law for all employees performing work under this Contract, MCL 500.3400, *et seq.*

SECTION 15. BUDGET GUARANTEE

Each MDOT fiscal year, a winter and non-winter maintenance budget will be prepared separately. These budgets will be established by the Region Engineer within guidelines established by MDOT. Prior to the development of an annual budget by the Region Engineer, the Municipality and MDOT will meet and develop a proposed work plan including a schedule for routine maintenance and the associated cost of the work plan for the coming year. This proposed work plan will be broken down by month and form the basis of the non-winter maintenance budget for the Municipality for the next fiscal year. The non-winter budget will be balanced over all twelve months of the fiscal year. The budget will be adjusted each month to address budget overruns and under-runs to ensure that total Municipality budget is not exceeded. MDOT will work with the Municipality to reach agreement on the components of this annual work plan, taking into consideration the features and conditions of the state trunkline system within the Municipality's contract area, as well as the size of the Municipality's staff that is available for state trunkline Highway maintenance. MDOT and the Municipality will identify maintenance activities that can be performed in the winter months when not performing winter maintenance.

The Municipality will work with MDOT to develop an annual priority plan for scheduling work over the term of this Contract consistent with MDOT'S road preservation objectives.

MDOT will establish the winter maintenance budget based on a five (5)-year average of winter expenditures which includes the costs for labor, fringe benefits, equipment, MDOT Salt Stores, Municipality supplied road salt, winter sand, other de-icing chemicals and overhead.

The Region Engineer and the Municipality will review the non-winter maintenance budget together at least every other month. This review will cover work planned and conducted, work planned and not conducted, and the current status of the non-winter maintenance budget. Any adjustments to the proposed work plan to curtail or expand operations to meet budget limitations will be covered in this budget review. During winter operations, the winter budget will be reviewed monthly by the Region Engineer and the Municipality.

MDOT and the Municipality will meet between March 1 and May 15 of each budget year to discuss a supplemental summer program. The supplemental summer program will be funded by the remainder of the winter budget. During this meeting, participants will estimate the remainder of the winter budget, review the status of current and future bills for winter maintenance and propose a supplemental summer. The proposed work activities will be prioritized to support MDOT'S preservation strategy as indicated in Appendix G.

SECTION 16: REIMBURSEMENT SCHEDULE REQUEST FOR REIMBURSEMENT

MDOT will reimburse the Municipality for the following costs incurred in the performance of routine maintenance, non-maintenance, and all other work covered by this Contract, except as set forth in Sections 18, 19, 20, and 21. To be eligible for reimbursement under this Section, costs must be submitted to MDOT prior to the start of the review for each respective year of the Contract period.

- A. MDOT will reimburse the Municipality for the cost of all labor employed in the performance of this Contract. The reimbursement will include the expense of permit inspections, field and office engineering, and reviewing expenses in connection with force account work by subcontractors.
- B. MDOT'S share of the cost of EMPLOYEE BENEFITS as referred to in Section 6 as a percentage of payroll. The percentage shall be developed using MDOT Form 455M (Report of Employee Benefit Costs for the Municipality) and shall conform with the general accounts of the Municipality on the Municipality's previous fiscal years' experience. These charges are subject to review in accordance with Section 25.
- C. MDOT'S share of the actual cost of Municipality owned or purchased energy.
- D. MDOT will reimburse the Municipality for the cost of purchased bulk (measured by volume or weight) materials and Non-Bulk (measured by area or count) material used in the performance of this Contract. The Municipality shall deduct all discounts or rebates in excess of two percent (2%), to establish the reimbursed cost.
- E. MDOT will reimburse the Municipality for the cost of handling materials furnished by the Municipality and materials furnished by MDOT as follows:
 - 1. **Bulk Items (measured by volume or weight):**
The direct expenses of handling, such as unloading, processing, stockpiling, heating or loading of materials measured by volume or weight in bulk, bags or drums such as aggregates, bituminous materials and chemicals, on condition that reimbursement of such expenses is not provided elsewhere herein, provided that these costs can be identified within the records of the Municipality. When bulk items paid for by MDOT are co-mingled with the Municipality's materials, MDOT will only reimburse the Municipality for the cost of handling the portion expected to be used on the state trunkline highways. The Municipality will establish a rate of use annually, based on the previous year's use to

identify MDOT's share of handling cost. The Municipality's established rate is subject to adjustment by review.

2. Non-Bulk Items (measured by area or count):

A five percent (5%) handling and storage charge may be added to the purchase price of all materials measured by area or count provided such materials are stocked in and distributed from approved storage facilities. When reported by the Municipality, charges for handling and storage in excess of five percent (5%) will be reimbursed to the Municipality upon review, provided that these charges can be identified and supported within the records of the Municipality.

- F. Equipment owned by the Municipality will be reimbursed at the established rental rates found in Schedule C, Report 375 Equipment Rental Rates, issued annually by MDOT. Rented equipment will be reimbursed at actual cost for the equipment rental.
- G. MDOT will reimburse the Municipality for the amounts paid by the Municipality to a subcontractor as set forth in Section 9.
- H. MDOT will reimburse the Municipality for the cost of labor, materials, and equipment rental incurred in connection with engineering, supervision, and inspection of subcontract work.
- I. Overhead in Accordance with Attached Overhead Schedule.

MDOT will reimburse the Municipality for overhead costs at the appropriate percentage rate as indicated in Appendix B. The overhead rate shall be based upon the original annual budget established for the Municipality and shall not change.

The overhead amount payable under Section 16(I) is reimbursement to the Municipality for all costs and expenses arising out of the performance of this Contract not specifically described in other sections of this Contract. This reimbursement includes salary and expenses (including transportation) of the Maintenance Superintendent (except as noted in Section 16(K)), salaries of clerical assistants, including radio communication staff, office expense, storage rentals on Municipality owned property, and the cost of small road tools. Work tools without a power assist and used in a road or a bridge maintenance activity, are considered small road tools. Small road tools do not have an equipment rental rate listed in Schedule C, Report 375, Equipment Rental Rates. Small road tools are reimbursed as an overhead cost.

- J. MDOT will reimburse the Municipality for MDOT'S pro-rata share of the cost to maintain chemical storage facilities as provided for in the chemical storage facility contracts between the Municipality and MDOT.

- J. MDOT will reimburse the Municipality for MDOT'S pro-rata share of the cost to maintain chemical storage facilities as provided for in the chemical storage facility contracts between the Municipality and MDOT.
- K. Requests for reimbursement to be made at least bi-monthly (every other month) on the basis of certified statement of charges prepared and submitted by the Municipality within thirty (30) days from the end of each bi-monthly period on forms furnished by MDOT or using an equivalent approved alternative format. Costs submitted beyond sixty (60) days from the end of each bi-monthly period will include written justification for the delay and will be paid only upon approval of the Region Engineer. Upon written request to the Region Engineer, payment may be made to the Municipality on a monthly basis, after submission to MDOT of certified statements of costs for each monthly payment period. Municipalities with a line item budget contract of \$100,000 or greater **shall** submit request for reimbursement on a **monthly** basis through MDOT'S Local Agency Payment System (LAPS).
- L. The Municipality will be reimbursed as a direct cost for work performed by the Maintenance Superintendent making regular inspections of state trunkline highways in accordance with written instructions from the Region Engineer. This time shall be specifically recorded on daily time sheets and reported as a direct labor charge.
- It is further agreed that in smaller municipalities, the Maintenance Superintendent designated above may at times be engaged in tasks other than those of a strictly supervisory nature, such as operator of a truck or other highway equipment. The Municipality may be reimbursed for this time worked on state trunklines, provided that all such time for non-supervisory work is specifically recorded on the daily time sheet and reported on the Maintenance Payroll Report Form 410A. The exact dates on which the Maintenance Superintendent so worked, the number of hours worked, and the number of hours worked under each classification shall be indicated on the Maintenance Payroll Report Form 410A.

SECTION 17: ELECTRONIC FUNDS TRANSFER

Public Act 533 of 2004 requires that payments under this Contract be processed by electronic funds transfer (EFT). The Municipality is required to register to receive payments by EFT at the SIGMA Vendor Self Service (VSS) website (www.michigan.gov/SIGMAVSS).

SECTION 18: SNOW HAULING

MDOT will share in the cost of snow hauling if each snow hauling effort is approved by the Region Engineer. MDOT'S share of snow hauling will be determined based on the ratio of area designated for traffic movement to the total area of the state trunkline highway right-of-way within the agreed upon area of snowhaul. MDOT will subtract the area of parking lanes and sidewalks from the total area of the state trunkline highway right-of-way to determine the area designated for traffic movement. MDOT'S reimbursement for snow hauling from state trunkline highways, based upon this calculation, is paid at the rate of ____ percent (%) of actual charges supported by proper documentation. The frequency (annually, each storm, etc.) will be at the discretion of the Region Engineer. The Municipality should denote snow hauling charges as Activity 149, Other Winter Maintenance, on Trunk Line Maintenance Reports. A prior written authorization for each snow haul event from the Region Engineer shall be required and kept on file for review purposes.

The Municipality agrees that it will prohibit additional snow from being deposited on the highway right-of-way from side streets.

SECTION 19: PAVEMENT MARKING

Compensation for the item of PAVEMENT MARKING will be made on the basis of actual expenditure only, except in no case will the Municipality be compensated for a total expenditure in excess of the amount designated for PAVEMENT MARKING in the Line Item Budget for the appropriate MDOT fiscal year. Compensation for PAVEMENT MARKING is limited to only painting authorized by the Region Engineer. The Municipality shall not include charges for curb painting in the routine maintenance cost for state trunkline maintenance.

SECTION 20: COMPENSATION FOR AESTHETIC WORK ITEMS

Compensation for the items of SWEEPING AND FLUSHING, GRASS AND WEED CONTROL and ROADSIDE CLEAN UP will be made on the basis of actual expenditures only, except that in no case will the Municipality be compensated for a total expenditure in excess of the budget amount designated each of these three work activities on the Summary of the Field Activity Budget for the appropriate MDOT fiscal year.

The number of work operations for each of these three activities will be agreed upon between the Municipality and Region Engineer; and reflected in each line activity budget amount.

SECTION 21: TREES AND SHRUBS

Except for emergency work, the Municipality must request MDOT'S written approval to remove dead trees and/or trim trees prior to the start of work. MDOT will pay all costs to remove dead trees. MDOT and Municipality shall equally share costs when state and local forces combine efforts to trim trees within the trunkline right-of-way as approved by the Region Engineer.

SECTION 22: EQUIPMENT LIST

The Municipality will furnish MDOT a list of the equipment it uses during performance under this Contract, on MDOT form 471 (Equipment Specifications and Rentals.) This form shall be furnished to MDOT no later than February 28 of each year.

SECTION 23: RECORDS TO BE KEPT

The Municipality will:

- A. Establish and maintain accurate records, in accordance with generally accepted accounting principals, 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 will be established and maintained for all costs incurred under the state trunkline maintenance contract. The Municipality will retain the following RECORDS, and others, in accordance with generally accepted accounting principles:
 1. Retain daily timecards or electronic timekeeping files for employees and equipment indicating the distribution of time to route sections and work items. Daily timecards must be signed by the employee, the immediate supervisor and by the timekeeper when the timekeeper is employed. If the Municipality uses crew-day cards, it will retain crew-day cards backed by a time record for the pay period signed as above, in lieu of daily individual timecards detailing the time distribution. If the Municipality uses electronic timekeeping, it will retain data files detailing time distribution and assigned supervisor approval.
 2. Retain properly signed material requisitions (daily distribution slips) which indicate type of material, quantity, units of measure, the date of distribution and the distribution to route sections and work items.

3. Retain additional cost records to support and develop unit cost charges and percentages as applied to invoice costs. No such cost records are necessary in support of the overhead percentage or the five percent (5%) handling charge.
- B. The Municipality will maintain the RECORDS for at least three (3) years from the date of MDOT'S receipt of the statement of charges for the quarter ending September 30 of each year of this Contract period. In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, the Municipality will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals for that decision has expired.

Representatives of MDOT may inspect, copy or review the RECORDS at any mutually acceptable time. However, the Municipality cannot unreasonably delay the timely performance of the review.

SECTION 24: COST CERTIFICATION, REIMBURSEMENT AND ADJUSTMENT

The Municipality hereby certifies that, to the best of the Municipality's knowledge, the costs reported to MDOT under this Contract will represent only those items which are properly chargeable in accordance with the Contract. The Municipality also hereby certifies that it has read the Contract terms and is 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.

SECTION 25: CONTRACT REVIEW AND RESPONSE

The Municipality's records will be subject to review/audit within the statute of limitations, and the review/audit period will coincide with the Municipality's fiscal year, unless the Contract is terminated or not renewed. The term "review/audit" hereafter will be referred to as "review".

Charges by the Municipality for maintenance of state trunkline highways and authorized non-maintenance work performed under this Contract will not be adjusted (increased or decreased) by review after twenty-four (24) months subsequent to the date of MDOT'S receipt of certified statement of charges for the quarter ending September 30 of each year of this Contract period. This limitation will not apply in case of fraud or misrepresentation of material fact or if mutually agreed to in writing.

The firm unit prices for aggregates and bituminous materials that are processed and furnished by the Municipality will not be subject to adjustment.

If any adjustments are to be made, the Municipality will be notified of the tentative exceptions and adjustments within the above twenty-four (24) month period. The twenty-four (24) month period is intended only as a limitation of time for making adjustments and does not limit the time for payment of such amounts. In the event that a review performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the Municipality a Notice of Review Results and a copy of the Review Report, which may supplement or modify any tentative findings communicated to the Municipality at the completion of a review.

Within sixty (60) days after the date of the Notice of Review Results, the Municipality will:

1. Respond in writing to the responsible Bureau of MDOT indicating whether or not it concurs with the Review Report;
2. Clearly explain the nature and basis for any disagreement as to a disallowed item of expense; and
3. Include a written explanation as to any questioned item of expense. Hereinafter, the "RESPONSE" will be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned item of expense. Where the documentation is voluminous, the Municipality may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract.
4. The Municipality 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 MDOT to make a final decision to either allow or disallow any items of questioned cost.

MDOT will review submitted RESPONSE and attached documentation from the Municipality. MDOT will reply in writing acknowledging receipt of the Municipality RESPONSE. The submitted RESPONSE and attached documentation from the Municipality will be referred to the MDOT Appeal Panel. See Section 26, "Dispute Resolution Process".

SECTION 26: DISPUTE RESOLUTION PROCESS

A. Contract Disputes

For review disputes refer to Section 26 (B) below, all other disputes between the parties shall be resolved under the terms of this section. It is the intent that each party may communicate concerns relative to the contract and resolve any issues as they arise. After a contract issue has been resolved, a summary of the agreed upon resolution shall be jointly drafted and distributed. Some issues may require ongoing communication to resolve and may become an item for negotiation during the next review and renegotiation of the contract.

If the parties are unable to resolve any dispute, the parties must meet with the Engineer of Operations, Operations Field Services Division or designee. The following are steps to resolve the dispute without the need for formal legal proceedings:

- 1) The representative of the Municipality and MDOT must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter at issue which the parties believe to be appropriate and germane in connection with the dispute. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any legal proceeding.
- 2) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract shall be honored in order that each of the parties may be fully advised of the other's position.
- 3) The specific format for the discussions shall be left to the discretion of the designated Municipality and MDOT representatives but may include the preparation of agreed upon statement of fact or written statements of position.
- 4) Statements made by the Municipality or MDOT during Dispute Resolution may not be introduced as evidence by either party in any judicial action related to or under this Contract.
- 5) In cases where disputes have not been resolved, any remaining issues will be referred to the MDOT Appeal Panel which consists of four Bureau Directors, three of which will constitute a quorum.
- 6) Every effort will be made to complete this process within 90 calendar days by both parties.

B. Review Disputes

For Review Disputes the submitted RESPONSE and attached documentation from the Municipality will be referred to the MDOT Appeal Panel. The Appeal Panel consists of four Bureau Directors, three of which will constitute a quorum.

- 1) MDOT will provide the Municipality with an opportunity to appear before the Appeal Panel to explain and support their RESPONSE.
- 2) If, after an Appeal Panel written decision, the Municipality will either accept the decision or file a lawsuit in a court of proper jurisdiction to contest MDOT's decision. The filing of a lawsuit must be initiated by the Municipality within thirty (30) days of the receipt of the Appeal Panel's written decision. MDOT will not withhold or offset the funds in dispute if the Municipality files a lawsuit in a court of proper jurisdiction.
- 3) If the Municipality fails to repay an overpayment or reach an agreement with MDOT on a repayment schedule within the thirty (30) day period, the Municipality agrees that MDOT will deduct all or a portion of an overpayment from any funds due the Municipality by MDOT under the terms of this Contract.
- 4) Every effort will be made to complete this process within 60 calendar days by both parties.

This section shall not be construed to prevent either party from initiating, and a party is authorized to initiate, an action for breach of this Contract or for any other relief allowed by law earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to the other party, or under Injunctive Relief below. In the event that a dispute is not resolved through the Dispute Resolution Process, either party may initiate an action for breach of this Contract, or any other relief allowed by law in a court of proper jurisdiction. Time periods may be extended if mutually agreed upon by both parties.

Injunctive Relief

The only circumstance in which disputes between MDOT and the Municipality shall not be subject to the provisions of this Dispute Resolution Process is when a party makes a good faith determination that it will suffer irreparable harm due to a breach of the terms of the Contract by the other party and that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in Section 28.

SECTION 27: TERM OF CONTRACT

This Contract will be in effect from October 1, 2019 through September 30, 2024.

SECTION 28: BUDGET REDUCTION, TERMINATION OR NON-RENEWAL OF CONTRACT

- A. For convenience and without cause, MDOT may reduce the budget, terminate, or choose not to renew this Contract, if written notice is given to the Municipality at least one (1) year prior to the beginning of the Contract year to which the budget reduction, termination, or expiration applies. One year from the date of such notice shall be deemed the termination date of the Contract.

The Municipality may reduce the budget, terminate, or choose not to renew this Contract if one (1) year's written notice, prior to the effective date of budget reduction, termination, or expiration is given to MDOT. One year from the date of such notice shall be deemed the termination date of the Contract.

- B. Upon termination of this Contract "for cause" or any reason, the Municipality must, for a period of time specified by MDOT (not to exceed 90 calendar days), provide all reasonable transition assistance requested by MDOT, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to MDOT or its designees. This Contract will automatically be extended through the end of the transition period.

SECTION 29: STATE OF MICHIGAN ADMINISTRATIVE BOARD RESOLUTION

The provisions of the State Administrative Board Resolution 2017-2, April 25, 2017, as set forth in Appendix D, attached hereto and made a part hereof.

SECTION 30: CONTRACTUAL INTERPRETATION

All capitalized words and phrases used in this agreement have the meaning set forth in Appendix A.

All words and phrases not specifically defined in Appendix A shall be construed and understood according to the ordinary meaning of the words used, but technical words and phrases shall have the meanings set forth in MDOT's publications, manuals, advisories, or guides, as applicable. If no MDOT publication, manual, advisory or guide is applicable, such technical words shall be construed and understood according to the usual and accepted meaning used in the industry or field to which they relate. In case of any discrepancies between the body of this Contract and any appendices attached hereto, the body of this Contract will govern.

SECTION 31: AUTHORIZED SIGNATURE(S)

This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized official(s) of the Municipality and of MDOT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective official(s) of the Municipality, a certified copy of which resolution will be sent to MDOT with this Contract, as applicable.

CITY OF SWARTZ CREEK

BY: _____
TITLE:

BY: _____
TITLE:



MICHIGAN DEPARTMENT OF TRANSPORTATION

BY: _____
TITLE: MDOT Director

APPENDIX A

MICHIGAN DEPARTMENT OF TRANSPORTATION

MUNICIPALITY CONTRACT

DEFINITIONS

ANNUAL WORK PLAN: A schedule developed by the Municipality, and a Region Engineer designee, of the routine maintenance work to be performed annually on state trunklines by the Municipality.

BUDGET/FIELD ACTIVITY BUDGET: Both items are defined as the budgeted amount distributed to the Municipality at the beginning of the fiscal year (October 1).

CHEMICAL STORAGE FACILITIES: Bulk salt storage buildings.

COMPONENTS OF AN ANNUAL WORK PLAN: An outline of agreed upon maintenance activities to be performed to meet the needs of the trunkline. The components of this plan shall be a list of prioritized maintenance needs and a general break-down of how the Municipality's budget will be applied to the standard maintenance activity groups to facilitate work on the maintenance needs.

DEPARTMENT: Means the Michigan Department of Transportation.

MDOT APPEAL PANEL: A panel comprised of four Bureau Directors responsible for deciding Contract disputes, three of which will constitute a quorum.

EQUIPMENT SPECIFICATIONS AND RENTALS: An annual list of equipment proposed to be used on the state trunkline system by the Municipality forwarded to the Department with the hourly rates of each piece of equipment.

MICHIGAN STATE TRANSPORTATION COMMISSION: The policy-making body for all state transportation programs. The Commission establishes policy for the Michigan Department of Transportation in relation to transportation programs and facilities and other such works as related to transportation development as provided by law. Responsibilities of the Commission include the development and implementation of comprehensive transportation plans for the entire state, including aeronautics, bus and rail transit, providing professional and technical assistance, and overseeing the administration of state and federal funds allocated for these programs.

OFFICE OF COMMISSION AUDIT (OCA): The Office of Commission Audit reports directly to the Michigan State Transportation Commission. The Office of Commission Audits is

charged with the overall responsibility to supervise and conduct review activities for the Department of Transportation. The auditor submits to the Commission reports of financial and operational audits and investigations performed by staff for acceptance.

REGION ENGINEER: The Department's designated chief engineer (or designee) responsible for the oversight of each MDOT region.

RESPONSE: A written explanation as to any questioned item of expense

SCHEDULE C EQUIPMENT RENTAL RATES: The Department's annual list of statewide hourly equipment rental rates that shall be charged for the use of road equipment.

SMALL HAND TOOLS: Hand tools which do not have power assist (non-powered) used for general road and bridge maintenance such as rakes, shovels, brooms, etc.

STATE ADMINISTRATIVE BOARD: The State Administrative Board consists of the Governor, Lieutenant Governor, Secretary of State, Attorney General, State Treasurer, and the Superintendent of Public Instruction. The State Administrative Board has general supervisory control over the administrative activities of all state departments and agencies, including but not limited to, the approval of contracts and leases, oversight of the state capitol outlay process, and the settlement of small claims against the state.

STATE TRUNKLINE HIGHWAY: A road, highway, or freeway under the jurisdiction of the Department, and usually designated with an M, US, or I, preceding the route number.

WINTER MAINTENANCE: Maintenance operations centered on the process to remove snow and ice from the trunkline to provide a reasonably clear and safe driving surface under winter conditions. The activity codes that define the budget line items for winter maintenance are:

1410: Winter maintenance

1440: Winter road patrol (*See winter maintenance patrol above*)

1490: Other winter maintenance (*Shall include maintenance items resulting from winter maintenance, but not actual winter maintenance, i.e. sweeping and flushing immediately after winter ends*)

This work includes all material costs required to conduct work under the above activity codes.

APPENDIX B

MICHIGAN DEPARTMENT OF TRANSPORTATION

MUNICIPALITY CONTRACT

OVERHEAD SCHEDULE

Effective October 1, 2019, through September 30, 2024

Original Annual Budget Amount	Percent Allowed for Overhead	Percent Allowed for Small Tools	Total Percent Allowed
Up to \$25,000 _____	11.00 _____	.50 _____	11.50
\$25,001 to \$50,000 _____	10.25 _____	.50 _____	10.75
\$50,001 to \$75,000 _____	9.50 _____	.50 _____	10.00
\$75,001 to \$100,000 _____	8.75 _____	.50 _____	9.25
\$100,001 and over _____	8.00 _____	.50 _____	8.50

APPENDIX C
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 D

**STATE ADMINISTRATIVE BOARD
RESOLUTION 2017-2
PROCEDURES APPLICABLE TO MDOT CONTRACTS AND GRANTS
AND
RECISSION OF RESOLUTION 2011-2**

WHEREAS, the State Administrative Board (“Board”) exercises general supervisory control over the functions and activities of all administrative departments, boards, commissioners, and officers of this State, and of all State institutions pursuant to Section 3 of 1921 PA 2, MCL 17.3;

WHEREAS, the Board may adopt rules governing its procedures and providing for the general conduct of its business and affairs pursuant to Section 2, of 1921 PA 2, MCL 17.2;

WHEREAS, exercising its power to adopt rules, the Board adopted Resolution 2011-2 on August 30, 2011, establishing a \$500,000 or more threshold for Board approval of the Michigan Department of Transportation (“MDOT”) Professional Engineering Consultant Contracts and Construction Contracts and increasing the threshold for Board approval for Service Contracts to \$250,000 or more for initial contracts and \$125,000 or more for an amendment to a Service Contract;

WHEREAS, the Board has adopted Resolution 2017-1, raising the threshold for Board approval of contracts for materials and services to \$500,000 or more for the initial contract and \$500,000 or more for contract amendments, and rescinding Resolution 2011-1;

WHEREAS, MDOT is a party to a considerable number of contracts, the majority of which are funded via grants administered by federal agencies including the U.S. Department of Transportation’s Federal Highway Administration, Federal Transit Administration, Federal Railroad Administration, and Federal Aviation Administration, which oversee MDOT’s administration of such contracts and amendments thereto;

WHEREAS, MDOT has implemented internal procedures to assure the proper expenditure of state and federal funds and is subject to financial and performance audits by the Office of Commission Audits pursuant to 1982 PA 438, MCL 247.667a;

WHEREAS, MDOT is a party to a significant number of contracts which by their nature involve substantial consideration and often require amendments

arising out of changes in scope, differing field conditions and design errors and omissions;

WHEREAS, delays in the approval of amendments to contracts can result in postponement of payments to subcontractors and suppliers; work slowdowns and stoppages; delays in the completion of projects; exposure to additional costs; and exposure to litigation arising out of contractor claims; and

WHEREAS, recognizing the Board's duty to promote the efficiency of State Government, the Board resolves as follows:

1. Resolution 2011-2 is rescinded.
2. A contract for professional design, engineering or consulting services requiring MDOT prequalification in connection with the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Professional Engineering Consultant Contract") or a contract for the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Construction Contract") must be approved by the Board prior to execution by MDOT if the amount of the contract is \$500,000 or more. MDOT may obtain approval of the solicitation of a Professional Engineering Consultant Contract or a Construction Contract which, based on the estimate prepared by an engineer employed by the State of Michigan, is estimated to be \$500,000 or more. A contract arising out of such solicitation must be approved by the Board prior to execution by MDOT if the amount of the contract exceeds 110% of the State engineer's estimate.
3. An amendment to a Professional Engineering Consultant Contract or a Construction Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments exceed 10% of the original contract, except that an amendment to a Professional Engineering Consultant Contract or a Construction Contract need not be approved by the Board if: a) approved in accordance with applicable federal law or procedure by a representative of a federal agency contributing funds to the project that is the subject of the contract; or b) approved in accordance with MDOT's internal procedures provided the procedures include approval by at least one MDOT employee who has managerial responsibility and is neither the project manager nor directly involved in the administration of the project.
4. A contract for services not requiring MDOT prequalification ("Service Contract") in the amount of \$500,000 or more must be approved by the Board prior to execution by MDOT. A Service Contract does not include a Professional Engineering Consultant Contract or a Construction Contract.

5. An amendment to a Service Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments total \$500,000 or more. Thereafter, an amendment to a Service Contract must be approved by the Board if the amount of the amendment and the sum of all amendments executed after the most recent Board approval total \$500,000 or more.

6. A contract involving the conveyance of any real property interest under the jurisdiction of MDOT must be approved by the Board prior to execution by MDOT if the fair market value of the interest is \$500,000 or more. Fair market value must be determined in accordance with procedures approved by the State Transportation Commission.

7. MDOT may enter into a contract with a sub-recipient without approval of the Board if: a) the purpose of the contract is to provide federal or state matching funds for a project; b) MDOT has been authorized by an agency administering any federal funds to award them to the sub-recipient; and c) the sub-recipient has agreed to fully reimburse the State in the event the sub-recipient does not use the funds in accordance with the purpose of the funding. A sub-recipient includes, but is not limited to, a local unit of government, a governmental authority, a private non-profit entity, and a railroad or rail service provider.

8. MDOT may enter into a cost participation contract with a local unit of government without approval of the Board if: a) the contract involves the construction or physical improvement of a street, road, highway, bridge or other structure congruous with transportation; b) the construction or improvement is funded by federal, state or local funds; and c) the contract is approved by each entity providing funds or in accordance with applicable law.

9. MDOT may enter into a contract in connection with the award of a grant including state matching funds, to a local unit of government, a governmental authority, a private non-profit entity, a railroad or a rail service provider, without approval of the Board if the contract provides that the recipient will fully reimburse the State in the event grant funds are not used in accordance with the terms of the grant.

10. MDOT may enter into a contract with an airport sponsor without approval of the Board if the contract has been approved by the Michigan Aeronautics Commission.

11. MDOT may enter into a contract or award a grant without approval of the Board in situations where emergency action is required. For all emergency contracts or grants of \$250,000 or more, MDOT must transmit to the Board a

written report setting forth the nature of the emergency and the key terms of the contract or grant within 30 days of executing the contract or awarding the grant.

12. Notwithstanding any provisions of this resolution, the Board may require MDOT to report the status of any project and may require MDOT to obtain Board approval of any contract, grant or any amendment to a contract.

This Resolution is effective April 25, 2017.



APPENDIX E

SUBCONTRACT REQUIREMENTS

**SUMMARY OF STATE ADMINISTRATIVE BOARD
REQUIREMENTS FOR AMENDMENTS
(PREVIOUSLY REFERRED TO AS OVERRUNS,
EXTRA’S AND ADJUSTMENTS)**

Administrative Board Resolution (2017-2, April 25, 2017)

Amendments

Subcontract Requirements:	Amendment Amount	State Administrative Board (SAB) Approval Requirements:
<ul style="list-style-type: none">• Region Engineer approval required prior to start of work.• Form 426 must be signed by the Region Engineer.• Documentation of amendment is required by the Municipality.• Send revised Form 426 to the Operations Field Services Division Contract Administrator for review and approval prior to the start of work.	\$499,999 or less	Not required Note: Emergency contracts \$250,000 or greater require SAB approval.
	\$500,000 or greater	Required prior to the start of work Note: When the sum of the contract and all amendments total \$500,000 or greater, SAB approval is required.

Definition of Term: Amendment includes situations where the original contract quantity or contract cost is exceeded. It also includes situations where quantities or work are added to the original contract as extra’s or adjustments.

April 25, 2017



STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

GRETCHEN WHITMER
GOVERNOR

PAUL C. AJEGBA
DIRECTOR

APPENDIX F

SAMPLE: Letter of Understanding

Date

Contract Agency Name
Address
Contact Person, Title

**RE: Clarification of State Trunkline Maintenance Contract between Michigan
Department of Transportation (MDOT) and the (insert name of contract agency)**

Dear _____:

This Letter of Understanding is in follow up to our recent meeting held on _____ and will serve as a reference to clarify the Scope of Work set forth in Section 2, of the State Trunkline Maintenance Contract.

The Scope of Work will be limited to (insert type of work activities and frequency of work to be performed) on the state trunkline (indicate routes) in the City of _____. The work activities are to be conducted by the City as a part of the Contract with MDOT.

The Scope of Work shall include traffic control to perform the work.

Request for reimbursement of the Scope of Work activities identified herein shall be in accordance with Section 16 of the Contract.

Subcontracting of any work activities shall be in accordance to Section 9 of the Contract.

Please sign each of the two original letters enclosed. Please keep one copy for your records and return the other copy to my attention.

Sincerely,

Name
Maintenance Engineer
MDOT ____ TSC

APPROVED BY:

City of _____ agrees to the terms and conditions stated in this agreement.

Dated this ____ day of _____, 2014

Name, Title

APPROVED BY:

Region Engineer
Michigan Department of Transportation

Date _____

APPENDIX G

Non-Winter Maintenance Activity & Level of Service Priority

For the purposes of defining priority levels, the following guidance is suggested:

"Critical" work activities are those which address conditions in the infrastructure that pose an imminent threat to public health and safety. This would include instances in which defects or damage currently exist and must be repaired to restore the infrastructure to a safe operating condition. Examples may include filling existing potholes, repairing significantly damaged guardrail, grading shoulders with an edge drop in excess of 1 ½ inches or replacing a collapsed culvert.

"High Priority" work activities are those which address serious deficiencies in the condition of the infrastructure which, in the professional judgment of the Region and TSC management, could lead to defects or damage in the near future that would seriously impact public health and safety if they are not addressed now. Examples may include repairing significantly deteriorated pavement joints and cracks or repairing culverts with section loss.

"Routine/Preventive" work activities are those which address the condition of the infrastructure in such a way as to maintain or prevent the condition from deteriorating to serious condition. Examples may include sealing pavement cracks, grading shoulders, cleaning culverts and ditches, and brushing.

Priority Group 1:

Traffic Signal Energy
Facility Utilities
Freeway Lighting Energy
Operation of Pump Houses
Operation of Movable Bridges
Auto Liability Insurance (county contracts)
Supervision (county contracts)
Roadway Inspection (minimum acceptable level- county contracts)
Billable Construction Permits
Equipment Repair and Servicing
Fuel
Critical Surface Maintenance
Critical Guardrail Repair
Critical Sign Replacement
Critical Drainage Repair
Critical Traffic Signal Repair
Critical Freeway Lighting Repair
Critical Response to Traffic Incidents (to assist in traffic control, facility restoration)
Critical Drainage Area Sweeping (to prevent roadway flooding)

Critical Structural Maintenance on Bridges
Critical Pump House Maintenance
Critical Shoulder Maintenance (to address shoulder drops greater than 1 ½")
Critical Impact Attenuator Repair
Clear Vision Area Mowing
Removal of Large Debris and Dead Animals (from the traveled portion of the roadway)
Rest Area and Roadside Park Maintenance

Priority Group 2:

High Priority Surface Maintenance
High Priority Guardrail Repair
High Priority Sign Replacement
High Priority Drainage Repair
High Priority ROW Fence Repair
High Priority Shoulder Maintenance
High Priority Structural Maintenance
Adopt-A-Highway
Youth Corps in designated urban areas
Mowing (First Cycle)
Freeway Slope Mowing in designated urban areas
Litter Pickup in designated urban areas
Graffiti Removal in designated urban areas
Freeway Lighting Maintenance & Repair

Priority Group 3:

Mowing (Additional Cycles)
Brushing
Sweeping, beyond critical drainage areas
Litter Pickup, outside designated urban areas
Graffiti Removal, outside designated urban areas
Routine/Preventive Surface Maintenance
Routine/Preventive Guardrail Repair
Routine/Preventive Sign Replacement
Routine/Preventive Drainage Repair
Routine/Preventive Shoulder Maintenance
Routine/Preventive Structural Maintenance
Routine/Preventive Pump House Maintenance
Routine/Preventive Traffic Signal Maintenance
Youth Corps outside of designate urban areas
Non-motorized path maintenance