

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday, September 9, 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 26, 2019 MOTION Pg. 35
5. **APPROVE AGENDA:**
5A. Proposed / Amended Agenda MOTION Pg. 1
6. **REPORTS & COMMUNICATIONS:**
6A. City Manager's Report MOTION Pg. 4
6B. Staff Reports Pg. 56
6C. Historical Society Invitation Pg. 85
6D. Department of Treasury AMAR Review (Assessing Evaluation) Pg. 86
6E. State of Michigan Building Transfer Forms Pg. 87
6F. Jeepers Creekers Permits Pg. 88
6G. Fire Board Agreement Pg. 99
6H. Home Coming Days Permit Pg. 110
6I. Solicitation Ordinance Pg. 114
6J. Genesee County LRTP Priorities Pg. 117
6K. Server Quote and Rationale Pg. 119
6L. City Plaza and Lot Usage Guidelines Pg. 125
6M. Chipper Truck Equipment Purchase Pg. 127
6N. Disc Golf Information Pg. 134
7. **MEETING OPENED TO THE PUBLIC:**
7A. General Public Comments
8. **COUNCIL BUSINESS:**
8A. Jeepers Creeks Street Closure and Event Permits RESO Pg. 20
8B. School Building Services Transfer Affirmation RESO Pg. 24
8C. Noise Ordinance RESO Pg. 25
8D. Fire Board Agreement RESO Pg. 30
8E. Home Coming Parade Permit RESO Pg. 31
8F. Server Replacement RESO Pg. 32
8G. City Plaza and Lot Usage Guidelines RESO Pg. 33
8H. Chipper Truck Equipment Purchase RESO Pg. 33
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION

Next Month Calendar

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
Swartz Creek Chamber:	Tuesday, September 24, 2019, 12:00 p.m., Genesee Health Plan
Metro Police Board:	Wednesday, September 25, 2019, 10:00 a.m., Metro Headquarters

Planning Commission:
Park Board:
City Council:

Tuesday, October 1, 2019, 7:00 p.m., PDBMB
Wednesday, October 2, 2019, 5:30 p.m., Dog Park
Monday, October 14, 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, September 9, 2019 - 7:00 P.M.

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

FROM: Adam Zettel, City Manager

DATE: September 4, 2019

ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

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

Kroger has appealed again, and it is substantial. Heather is working on seeking a professional service agreement for an appraisal, which appears to be in the neighborhood of \$4,000.

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 claim 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 into fall.

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

✓ **2017-2020 TRAFFIC IMPROVEMENT PROGRAM (TIP)** *(No Change in Status)*

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)** *(Update)*

There is a chance that we may be able to advance this project from 2022 to 2020. This opportunity presents mixed benefits. Obviously, getting the road completed sooner is preferred by many. However, the road has some useful life left it it that would enable us to build additional major street fund reserves, complete engineering, and complete related water main work that will be disruptive to the corridor. There has not been a formal offer yet. I will keep the city council informed.

Note that the total scope of the project is around \$1,050,000, with 20% being the cities, contribution.

The previous report follows:

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. Unfortunately, I am not able to reach the appropriate MDOT contact to ensure we have the correct expectations.

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 is 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** *(No Change in Status)*

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 (Update)**

The fall newsletter is coming out at the end of September. We will include information on Jeepers Creekers, downtown improvements, and community walkability. Let me know if you have other ideas.

✓ **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. **(Update)**The **streetscape project on Miller Road** is done except for lighting by CE and forestry!
2. **(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 nearly complete, and it is looking good!
3. 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.
4. **(Update)**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. Permits are on the agenda.
5. 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.
6. 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.
7. 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.
8. **Street repair in 2020** is to include Chelmsford. We also hope to include the remainder of Winston and Oxford Ct. The city also has grants and loans for about **\$5 million in water main work** to occur between 2020 and 2022.
9. 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.

10. 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.
11. 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.
12. The **elevator now has a new tenant** that wishes to engage in auctions. Because it is in an industrial district, they should be able to hold limited outdoor sales events with an administrative approval.
13. **(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 timeliness as it relates to their self-imposed inspection schedule.

✓ **HOLLAND SQUARE & STREETSCAPE** *(Business Item)*

Green Tech Systems, LLC is working and work should be substantially complete by the time we meet. The light 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.

In related news, there is immediate interest in using this lot for events. This was part of the plan so we are pleased. However, we need to have some rules in place to do so. The park board has been working on such guidelines for a couple months, using the park rules as a template. They have **recommended adoption of the guidelines that are included in the packet.**

Note that we are learning as we go. Mistakes may be made, but we can always amend our rules or change our visions if things aren't working or new opportunities arise. This is not a new concept however. The council has enable use of city lots for special events in the past, including the farmers market and the Christmas events.

One other important point is the **potential for alcohol sales** on these sites. The park board discussed this. There was a general sense that this would benefit the community goals for invigorating downtown. However, this was not unanimous as there was some concern that alcohol on city owned lots could have negative consequences.

Further discussion noted the ability to do so exclusively at Holland Square as a positive because it does not currently serve any properties as essential parking and it also has constructed barriers. This is a matter that could very quickly find its way to the city council, since it is being discussed by the organizers of Jeepers Creekers.

✓ **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 (Update)**

The development review flowchart and checklist has been created, submitted, and accepted by the state. We will have some of their team onsite to assist in creating the property marketing packages. Once complete, we should be done with the RRC process!

✓ **DOG PARK (Update)**

Work is substantially complete. A dedication is planned for October 2nd during the meeting of the park board.

✓ **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 (No Change of Status)**

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** *(No Change of Status)*

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** *(Update)*

At this point, we are looking to upgrade street name/stop signs in the downtown area using these funds. Improvements should be eligible for funding in the fall of 2020.

✓ **SAFE ROUTES TO SCHOOL** *(Update)*

The safe routes to school staff have been liaising with our engineer to get a sense of the next steps, including a timeline.

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

We went live on September 3rd. Letters have gone out to known contractors. As of writing, we have not had any online applications to report. I will keep the council informed.

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.

✓ **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 on November 1. 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 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 am including the agreement and a resolution for approval.

✓ **GIS MAPS** *(No Change of Status)*

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.

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

I have included the noise ordinance draft for review. It has been updated to reflect our form. The content remains the same. The chief and myself are comfortable with enforcing this. In fact, I field some noise complaints over the weekend that I wish we could have enforced using this model.

If the council is comfortable with this version or a version that can be modified during the meeting, we are able to move forward. If not, we can scrap it or take additional time to craft an appropriate ordinance.

✓ **LOCAL OFFICERS COMPENSATION COMMITTEE** (*No Change of Status*)

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.

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

✓ **MONTHLY REPORTS** *(Update)*

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

✓ **AMAR REVIEW** *(Update)*

I am including the notice from the state that indicates a perfect score on the Audit of Minimum Assessing Requirements.

✓ **HISTORICAL SOCIETY INVITATION** *(Update)*

The city turns 60 this year, and the Swartz Creek Historical Society is celebrating this on September 11th. They would like the council to be at their meeting!

✓ **GENESEE COUNTY LONG RANGE TRANSPORTATION PLAN** *(Update)*

I am attaching the list of what the county is proposing to fund in the 25 year LRTP as it relates to road improvements. Note that there is one 'capacity' project, which is funded. The 'illustrative' projects, including the Swartz Creek I-69 bridge, are not funded unless more funds become available. **There is a hearing and method to comment. I encourage all reading this to do so!** You will note that we are the top illustrative project and the only one that is not a road commission project. Thank you to OHM for getting us on the list quickly.

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

✓ **PLANNING COMMISSION** *(Update)*

There is no business for the planning commission in September so we will postpone the meeting indefinitely. This is a rare occurrence this year. The next meeting is scheduled for October 1st.

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

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 replace 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** *(No Change of Status)*

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** *(Update)*

The Park Board met on September 4th at city hall. It was a great meeting with full attendance. Notable topics included the dog park dedication, draft guidelines for Holland Square usage by the public, and the potential for disc golf for vacant land on Bristol Road by GM.

Please see the attached draft minutes for details. The dog park and guidelines are covered elsewhere in the packet, with the guidelines being included with a resolution. I am also creating a separate section for disc golf. See below.

The next meeting will be on October 2nd at the dog park.

✓ **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

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

Early this calendar year, the school and city resolved to transfer building review and inspection services from the state to the city. As the school district continues to plan, design, and implement the facility updates in accordance with the recently approved

bond, there is interest in continuing building permit review and at the local level. This is something that the state asks be affirmed each fall.

The involved staff from the city and school district like the current arrangement. I have included a resolution that will enable the city and school to continue with local oversight.

✓ **SHARED SERVICES AGREEMENT-MUNDY TOWNSHIP (Update)**

Mundy Township is very interested in utilizing our existing labor and equipment resources to support their new park facility on Hill Road. We have come to verbal terms with each other regarding expectations. I have also ensured we have the capacity and willingness from the DPW Director and union steward that represents the crew that will be doing the work. The city Treasurer is also equipped to track, report, and invoice such services by virtue of extending a system of accounting that we use to enable our staff to maintain the park and ride.

Moving forward, I expect to deliver a short shared services agreement that will enable city labor and equipment to be used to maintain the Mundy Township park. Again, this agreement will resemble the MDOT park-and-ride service expectation, while taking the form of the shared service agreement we have with Mundy Township for building services. Conceptually, I think this is a great idea to create efficiency for the township and more capacity for the city, while ensuring costs are fairly and appropriately covered. The working plan appears to support the concept in terms of its functionality and demand on our resources.

✓ **JEEPERS CREEKERS PERMITS (Business Item)**

As promised, we have a new annual event coming to the community! Jeepers Creekers is the sequel to the very successful trunk or treat that was held last October. The event is bigger, spanning all four Saturdays in October. As such, they are requesting a number of permits at this time (some may be forthcoming for the September 23rd meeting). Given the scope of the event, we are handling the permits and resolution in the same fashion that we do Hometown Days.

In short, the event spans a celebration of fall through full Halloween shenanigans. It includes live music, a foot race, a mini-parade, a film festival, trunk or treat, and more. The entire festival is a work in progress, so please be patient as they look to implement and improve things. There are a number of 'firsts' here, including use of the plaza and a film festival. To better describe things, I am including the descriptions as written by the applicant (the Swartz Creek Chamber of Commerce). A resolution is included to move forward.

ADDITION: I received a request to add alcohol sales to the week one Harvest Hoe Down for Holland Square. I am including the request, which has been affirmed by the Swartz Creek Chamber of Commerce. The operator and license holder will be Jan's Bar and Grill. There has been discussion about whether the city should enable alcohol sales on public property (as noted elsewhere in the packet). Since we have an application, I am including it with the resolutions for the Jeepers Creekers event.

Week One: October 5th – Harvest Hoe Down

Join the Swartz Creek Area Chamber of Commerce as we kick off the first Saturday of Jeepers Creekers with a good, ol' fashioned harvest hoedown on Saturday, Oct. 5. We'll bring in the great pumpkin and we'll have food, music and dancing. We're working on some kids games and a cottage market with fresh produce and crafts. Additional events planned for every Saturday in October!

Week Two: October 12th – Tales from the Creek

Some spooky fun is in the works for the second weekend of Jeepers Creekers entitled Tales from the Creek. The day begins with a 5K costumed fun run from 10am to 12pm. Then, later, the whole community is invited to participate in the first-ever Zombie walk through downtown from 4pm to 6pm. What a sight! Even if you don't want to walk, come on out and watch the procession.

The inaugural Michigan Macabre Film Festival starting at 6pm featuring the creative endeavors of independent filmmakers will take place on the Civic Campus, and the evening will include a screening of a spooky Halloween classic.

Week Three: October 19th – Eat, Drink, and Be Scary

It's time for grown-up fun on the 3rd Saturday when Jeepers Creekers presents Eat, Drink, and Be Scary! Activities include a costume contest, business decorating contest and pub crawl. More details to follow. Times may change.

Week Four: October 26th – Fall Family Fun Night

Festivities wrap up on the fourth Saturday when Fall Family Fun Night returns with trunk-or-treat, more bounce houses, a bigger straw mountain, food trucks, treats, games, and more.

In addition, the Jeepers Creekers Committee will announce the winner of the home decoration contest! This year, we're inviting residents in the Swartz Creek Community Schools district to go all out, show their Halloween spirit and decorate their homes and yards.



✓ **SERVER REPLACEMENT (*Business Item*)**

I am including information regarding the imminent obsolescence of our server. We have been aware of the aging of our technology for some time. While we understood that replacement was due in the near term, it did not appear to be necessary based upon our usage and its reliability from a functional standpoint.

However, we lost all functionality of our office technology that was server dependent on the week of August 26th due to a routine Microsoft update. We made inquiries into the matter with our IT specialist and learned that this is a symptom of a bigger compatibility issue that MUST be resolved by January of 2020. We are including the quote to furnish the materials and labor to bring us up to date. We are also including correspondence that indicates the lack of support that we will receive, compromising security and other server features.

As of writing, we lost a hard drive within the server on September 3rd. This left us without functionality for about six business hours. Though we recovered, we can expect similar failures for the other drives. This is not related to the software issue, but it presents a hardware issue of a different matter.

I am including a resolution to make this purchase and amend the budget accordingly.

Additional note: We have vetted the hardware and installation costs with three other local IT providers. After a site visit and additional research, we were informed that we should proceed with IT Right.

In related news, we also face an issue with our phone system. We had hoped to hold this off until the city hall debt services expires next year and tackle the matter along with other deferred maintenance concerns within the building (carpet, furnishings, and other technology). We may yet be able to do this, but as support and components disappear from the marketplace, we run the risk of costly impacts to our service capabilities. With that said, we are looking into voice-over-IP solutions that may greatly improve our capabilities, reliabilities, and cash flow.

✓ **AUDIT SERVICES (Update)**

For the better part of a decade, the city has used the audit services of Plante Moran. They were initially selected for a five year period after a competitive bid process. Since that time, they have been retained on a year-to-year basis to continue services. Plante Moran is a very reputable company that proactively engages our staff routinely to ensure proper accounting practices. We have confidence in their audits, financial advice, and ability to maintain checks and balances to ensure accountability and public confidence.

Admittedly, they are probably not the cheapest firm. However, we have recommended maintaining their services because of their capacity, ability to provide alternating auditors, institutional knowledge of our practices and issues, and ability to maintain general pricing within cost-of-living increases. This firm is also used by the Metro Police Authority, which makes the efforts of auditing and reporting certain post-employment benefit and related features very streamlined. Mundy Township uses Plante Moran as well and reflects a very similar level of sentiment and level of satisfaction.

At the Metro Police Authority Board meeting of August 28th, it was noted that the board may choose a new auditor for their 2020 audit. While the board is very pleased with Plante Moran and reluctant to engage in other services, it was noted that all three entities might be able to solicit qualifications and/or bids at the same time. This would ensure the continuity that is preferred, as well as provide an opportunity to compare firms' capacity, pricing, and expertise.

The Metro Board will be using Plante Moran for their 2019 audit, which will likely occur at the same time as Mundy Townships (March 2020). There appears to be an appetite to have all three municipalities cooperating on investigating options after that time. This could result in a new contract with Plante Moran or any other qualified firm for the city's 2020 audit (August of 2020).

Given our discussions about professional services, we know there is balance between maintaining relationships, seeking competitive pricing, and ensuring a keen effort from consultants. This makes periodic bidding a necessity in government. The frequency of such bidding is up to the council. At this point, given the disposition of our partners, I think we are probably there. If there is no objection, we will look to cooperate with Metro and Mundy in the spring on reviewing our auditing services. Of course, council will have the final say in maintaining services, engaging in a new process, and selecting an auditor.

✓ **HOMECOMING PARADE PERMIT** (*Business Item*)

The parade is on! Everything looks good for approval. Review by the police is positive. A resolution and accompanying materials is included.

✓ **DISC GOLF** (*Update*)

A couple years ago, there was some thought to the placement of a disc golf course in Abrams Park. This never took off due to circumstances (park size, use conflict, & location). A couple months ago, the park board began considering the installation of a disc golf course on the Bristol Road property. This property was acquired to provide recreation that can integrate with Heritage Village and the rest of the community.

The use of this land has always been problematic. No external users have presented themselves as partners in its development (AYSO, school, youth football, etc). Furthermore, development of this site for active recreation of that sort is known to be very costly due to the need to grade and drain the site, which has a relatively large swale and other features.

As such, the park board has become very interested in the disc golf. This is a growing sport that has very strong roots in Michigan. It is easy to install, relatively cheap, and approachable by many different types of users (age, ability, skill, number, etc.). I am including some information provided by local disc golf players, who happen to be course designers and supports. They attended the park board meeting and did a demonstration. They are willing and able to help plan, fund, and maintain a course on the Bristol site.

The park board resolved to request approval from the city council to proceed with a steering committee to propose a plan. This would likely result in total usage of the site. Staff concurs with this concept. We believe this would be a realistic way to get the site productive in a way that benefits the community, without burdening the community financially. In fact, we may be able to work with our water main and road projects to create a very interesting course by adding excess fill and using road millings for parking and a walkway.

I plan to bring a resolution to the council on September 23rd regarding a steering committee. Please give the council your thoughts and or note any objections at our meeting on September 9th.

✓ **TRUCK EQUIPMENT PURCHASE (*Business Item*)**

In August, the city moved forward with replacing the 1999 Chevy chipping truck with a 2019 Ford F350 Regular Cab 4x4 Pickup. As noted at the time, the box and plow package will be purchased separately. At this time, Tom has provided us with three quotes for the installation of a state contract equipment package that includes a dump, hood, and related components necessary to be able to collect, store, and dump wood chip mulch.

The low bid comes from STE, Inc. in Almost, with a total equipment and installation cost of \$15,398. A resolution is included to make this purchase.

Council Questions, Inquiries, Requests, Comments, and Notes

Solicitation: I am including our current ordinance. There is nothing in it right now that sets expectations for vehicle appearance or similar performance standards. While the city can revoke permits for just cause, this is not very specific. I will confer with the attorney about options since (like fireworks) solicitation controls are limited by the State of Michigan.

Storm Damage: Contract costs to remove downed trees from the city right-of-ways are over \$20,000. This is due to the storm that hit the south west part of the community hard in mid-July (the micro burst). There is not available disaster or insurance funds to cover this. We hope to have enough in the applicable major and local street funds. If not, we will request a budget amendment to use fund balance to cover this event. It doesn't happen often, and we don't like doing it. However, that is one of the most pronounced uses of the 'rainy day' fund.

Sharp Open House: They are holding an open house on Sunday, September 8, from 1pm to 5pm. Council members are invited to attend.

Downtown Light Poles: As the flowers reach the end of their time, we are looking into putting up banners and fall wraps. The wraps are hard to find given our parameters (affordable, durable, & attractive). Concerning banners, a group affiliated with the school has varsity football banners that they would like to see placed. If there is no objection, we will look to do so.

**City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday, September 9, 2019, 7:00 P.M.**

Resolution No. 190909-4A MINUTES – August 26, 2019

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, August 26, 2019, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 190909-5A 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 September 9, 2019, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 190909-6A CITY MANAGER’S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council accept the City Manager’s Report of September 9, 2019, including reports and communications, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

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

Resolution No. 190909-8A RESOLUTION TO APPROVE A FESTIVAL PERMIT FOR THE SWARTZ CREEK CHAMBER OF COMMERCE, JEEPERS CREEKERS, EVENTS IN OCTOBER OF 2019

Motion by Councilmember: _____

WHEREAS, Swartz Creek Chamber of Commerce organization is a recognized charitable entity that operates in Swartz Creek; and

WHEREAS, the SCCC is seeking permits and approvals to operate an annual festival on private and public grounds within the city, including a parade, live music, foot race, market, food service, and numerous other activities; and

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

WHEREAS, the 20.01.G of Appendix A of the City Code of Ordinances provides for conditions of approval for a festival within the city, provided that the duration is less than 10 days, the operator is a charitable entity, and city council approval is required.

NOW, THEREFORE BE IT RESOLVED that the City of Swartz Creek hereby approves Resolutions/Motions 190909-8A1 through 190909-8A6, allowing for the various permits related to the annual Swartz Creek Jeepers Creekers festival, to be held on four non-consecutive days, Saturday, October 5, 2019, Saturday, October 12, 2019, Saturday, October 19, 2019, and Saturday October 26, 2019, inclusive of all stipulations and conditions as specified and listed within, including the provision of valid insurance that lists the City of Swartz Creek as an additionally insured party for all events.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 190909-8A1 JEEPERS CREEKERS, STREET FESTIVAL, GENERAL STREET & PROPERTY USE PERMITS

I Move the City of Swartz Creek approve and authorize the Swartz Creek Chamber of Commerce’s application for street closing and City property use permits for the following locations:

1. 5012 Holland Drive
2. Miller Road (Morrish to Hayes)
3. Holland between Miller and Ingalls
4. Park Land located to the North and Northwest of the intersection of Morrish and Ingalls
5. Escort/parade route (Kincaid field on Morrish to Miller, Miller to Holland)

Street and City property use subject to the following stipulations:

1. Insurance certificate naming the City as insured in the amount not less than \$1,000,000.00 (One-Million Dollars)
2. Sufficient number of portable bathrooms placed and located, and litter control program in accordance and under the approval of Director of Community Services.

3. Approval by the Chief of Police. Traffic control and pedestrian safety plan in accordance with and under the approval of office of Chief of Police.

Resolution No. 190909-8A2 JEEPERS CREEKERS, STREET USAGE PERMIT

I Move the Swartz Creek City Council approve and authorize the Swartz Creek Chamber of Commerce’s application for street closing / usage permit for Saturday, October 5, 2019 from 11:00 a.m. until 11:00 p.m. for purposes of conducting a festival on Holland Drive and in Holland Square under the following stipulations:

1. Insurance certificate naming the City as an additional insured party in the amount not less than \$1,000,000.00 (One Million Dollars).
2. General approval, and under the direction and control of the Office of the Chief of Police.

Resolution No. 190909-8A3 JEEPERS CREEKERS, STREET USAGE PERMIT

I Move the Swartz Creek City Council approve and authorize the Swartz Creek Chamber of Commerce’s application for street closing / usage permit for Saturday, October 26, 2019 from 2:30 p.m. until 9:30 p.m. for purposes of conducting a festival on Miller Road (Morrish to Hayes), Holland Drive, and in Holland Square under the following stipulations:

1. Insurance certificate naming the City as an additional insured party in the amount not less than \$1,000,000.00 (One Million Dollars).
2. General approval, and under the direction and control of the Office of the Chief of Police.

**Resolution No. 190909-8A4 JEEPERS CREEKERS, STREET USAGE PERMIT
TO APPROVE 5K FOOT RACE STREET PERMIT**

Motion by Councilmember: _____

WHEREAS, the Swartz Creek Chamber of Commerce is a recognized not-for profit entities that operate in Swartz Creek; and

WHEREAS, the SCCC seeks to add an annual 5k road race that coincides with the Jeepers Creekers Festival, and they therefore seek a permit to use the city streets on October 12, 2019; and

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

NOW, THEREFORE BE IT RESOLVED that the City of Swartz Creek hereby approves the application for a street usage permit to conduct a 5 kilometer foot road race on Saturday, October 12, 2019, 9:00 AM – 12:00 PM, applicant: the Swartz Creek Chamber of Commerce, Inc., care of Janell Jagger, race to be held in Winchester Village Subdivision, in accordance with the application submitted, under the direction and

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

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 190909-8A5 JEEPERS CREEKERS, STREET USAGE PERMIT, MOTOR AND PEDESTRIAN PARADE

I Move the Swartz Creek City Council approve and authorize the Swartz Creek Chamber of Commerce’s application for street closing / usage permit for Saturday, October 5, 2019 from 4:45 a.m. until 2:15 p.m. for purposes of conducting a parade, streets to be used include the Morrish Road (from Kincaid Field to Miller Rd), Miller Road (Morrish to Holland),and Holland Drive, under the following stipulations:

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

Resolution No. 190909-8A6 JEEPERS CREEKERS ALCOHOL SALES PERMIT

I Move the Swartz Creek City Council approve and authorize Jan’s Bar and Grill, in cooperation with the Swartz Creek Chamber of Commerce Jeepers Creekers event permit, to server alcohol off-premise from their location of business sale at 5012 Holland Drive (Holland Square), beginning Saturday, October 5, 2019 11:00 AM through 11:00 PM, under the following stipulations:

1. Michigan Liquor Control Commission Approved Application with appropriate insurance in accordance with the rules of the L.C.C. and naming the City and all other property owners as additional insured parties, in an amount not less than \$1,000,000 (One Million Dollars).
2. Portable bathrooms appropriately located and litter control program in accordance and under the approval of Director of Community Services.
3. Traffic control and pedestrian safety plan in accordance with and under the approval of Office of Chief of Police.
4. Adherence to all L.C.C. stipulations and regulations, state and local laws.
5. Adequate security as approved by the Chief of Police.
6. Adherence to and under the direction and control of the Office of the Chief of Police.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 190909-8B

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

Motion by Councilmember: _____

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

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

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

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

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

WHEREAS, the Michigan Department of Licensing and Regulatory Affairs, Bureau of Construction Codes, enables annual transfer of building code enforcement to the local municipality if the local unit of government and school district governing bodies agree to transfer such authority; and

WHEREAS, the city and school are due to renew the transfer of such services to maintain local oversight as originally transferred in calendar year 2019.

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

BE IT FURTHER RESOLVED, the Swartz Creek City Council directs the Mayor to execute LARA form BCC-939 as included in the city council packet of September 9, 2019.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 190909-8C

A RESOLUTION TO AMEND CHAPTER 9 OF THE CODE OF ORDINANCES BY REPLACING SECTION 9-6 NOISE

Motion by Councilmember: _____

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 noise 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. 443**

An ordinance to amend Chapter 9 of the Code of Ordinances by removing Section 9-6 in its entirety and replacing Section 9-6, entitled "Noise."

THE CITY OF SWARTZ CREEK ORDAINS:

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

The City hereby amends Chapter 9 of the Code of Ordinances of the City of Swartz Creek by removing Section 9-6 in its entirety and replacing Section 9-6, entitled "Noise," to read as follows:

Sec. 9-6. 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 city 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 city.

(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 city 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 city, 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 an approved 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
Commercial	65 DBA	60 DBA
Office	55 DBA	55 DBA
Manufacturing	70 DBA	65 DBA

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

(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 the city 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 city, 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, 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, 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, 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. 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, which unreasonably interferes with the workings of such

institution, provided conspicuous signs are displayed in such streets indicating that the street is a school, church, 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.

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 _____ day of _____, 2019, Councilmember _____ moved for adoption of the ordinance and Councilmember _____ supported the motion.

The Mayor declared the ordinance adopted.

David Krueger
Mayor

Connie Olger
Clerk

CERTIFICATION

The foregoing is a true copy of Ordinance No. 443 which was enacted by the Swartz Creek City Council at a regular meeting held on the _____ day of _____, 2019.

Connie Olger
City Clerk

Resolution No. 190909-8D

RESOLUTION TO APPROVE AN AMENDED & RESTATED INTERLOCAL AGREEMENT FOR FIRE SERVICE WITH THE TOWNSHIP OF CLAYTON

Motion by Councilmember: _____

WHEREAS, the City and the Township have, for many years, jointly provided fire protection services to their geographical areas; and

WHEREAS, the joint provision of such fire protection services was covered by a written Agreement; and

WHEREAS, the city entered into an agreement to provide joint fire service with Clayton Township, said agreement titled: Swartz Creek – Clayton Township Amended and Restated 2016 – 2019 Fire Department Agreement, amended on January 8, 2018, but both the City and the Township desire to affirm terms for the provision of fire protection services; and

WHEREAS, the Michigan Urban Cooperation Act of 1967, 1967 PA 7 (Ex Sess) [MCL 124.501 et seq] (“UCA”) authorizes two (2) Municipalities to enter into an interlocal Agreement by which they agree to exercise jointly “any power, privilege, or authority that the agencies share in common and that each might exercise separately;” and

WHEREAS, Section 7 of the UCA [MCL 124.507] provides that such an interlocal Agreement “may provide for a separate legal or administrative entity to administer or execute the Agreement which may be a Commission, Board or Council constituted pursuant to the Agreement,” and that such administrative entity “shall be a Public Body, Corporate or Politic for the purposes of this act;” and

WHEREAS, the City and the Township share in common the power and authority to establish and maintain a Fire Department and provide fire protection services; and

WHEREAS, as empowered to do so by the UCA, the City and the Township wish to continue to jointly provide fire protection services and operate a Fire Department to serve the City and the Township and to do so under the terms and conditions of this Agreement;

NOW, THEREFORE, the City of Swartz Creek City Council hereby approves the Amended and Restated 2019-2022 Fire Department Agreement as included and filed with the September 9, 2019 city council packet, said agreement to commence on November 1, 2019 and terminate at midnight on October 31, 2022.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 190909-8E

RESOLUTION TO APPROVE A PARADE PERMIT FOR THE SWARTZ CREEK COMMUNITY SCHOOLS HOMECOMING PARADE ON SEPTEMBER 20, 2019

Motion by Councilmember: _____

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

WHEREAS, the streets, upon the finding of a public benefit and no unreasonable hardship, may be permitted for closure from time to time as permitted by the city council; and

WHEREAS, the Swartz Creek Community Schools seeks a street closure permit for the annual Homecoming Parade, to commence at 5:00 p.m. on Friday, September 20, 2019; and

WHEREAS, the city council, following the recommendation of the police authority, finds that the application, including insurance, is complete and that this event offers a public benefit without imposing an unreasonable hardship.

NOW, THEREFORE, BE IT RESOLVED that the City of Swartz Creek approves the application of the Swartz Creek Community Schools to conduct their annual High School Homecoming Parade on Friday, September 20, 2019 from 4:45 pm to 6:30 pm. Parade route as follows:

Crapo/Maple, Eastbound to Morrish
Morrish, Northbound to Miller
Miller, Westbound to Fairchild
Fairchild, Southbound to Middle School

Under the direction and control of the Chief of Police (or designee) and in accordance with the stipulations and conditions set forth in the permit and application, including the provision of proper insurance.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 190909-8F

RESOLUTION TO APPROVE THE PURCHASE AND INSTALLATION OF A SERVER BY I.T. RIGHT

Motion by Councilmember: _____

WHEREAS, the city provides for its information technology (IT) services via a written agreement with I.T. Right, a private Michigan company that specializes in local municipalities and is the exclusive, certified consultant for independent BS&A software applications; and

WHEREAS, due to circumstances, including aging hardware and the obsolescence of software support, the city is seeking to replace its primary server; and

WHEREAS, time is of the essence.

NOW, THEREFORE, BE IT RESOLVED, the City of Swartz Creek City Council approves the proposal from IT Right to provide a new server and installation services in the amount of \$5,644.14, plus a 5% contingency, as included in the September 9, 2019 city council packet, per Section 2-402(a)(2) of the city ordinances.

BE IT FURTHER RESOLVED, the City of Swartz Creek City Council directs the City Treasurer to amend the city's budget and all impacted funds according to the established IT expense distribution.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 190909-8G RESOLUTION TO CREATE RULES FOR THE USE OF HOLLAND SQUARE AND CITY PARKING AREAS

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek owns, operates, and maintains public parking lots, including Holland Square and desires to promote safe and equitable use of those facilities for special events; and

WHEREAS, the city regulates special events under its ordinances, including Appendix A, Section 20.01; and

WHEREAS, many uses require city council approval and a set of predictable and fairly applied standards is desired to ensure public health and safety; and

WHEREAS, the city park and recreation commission recommends adoption of the attached City Plaza and Lot Usage Guidelines.

NOW, THEREFORE, BE IT RESOLVED, the Swartz Creek City Council hereby approves the City Plaza and Lot Usage Guidelines as attached.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 190909-8H RESOLUTION TO PURCHASE HOOD AND RELATED EQUIPMENT FOR THE WOOD CHIPPER 4X4 TRUCK

Motion by Councilmember: _____

WHEREAS, the city is replacing a 1999 Chevy 1 Ton Pickup Truck with a comparable piece of equipment, a 2019 Ford F350, which requires modifications to enable collection, storage, and dumping of wood chips; 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 dump box equipment package from the State of Michigan Vehicle Contract; and

WHEREAS, the Director of Public Services further sought three quotations for the installation of such equipment, with the lowest total equipment and installation bid being \$15,398 as submitted by Southern Truck Equipment, Inc. in Almont, Michigan; 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 wood chipping equipment assembly from Southern Truck Equipment, Inc. in the amount of \$15,398 plus associated fees and expenses, to be apportioned from the Motor Pool Fund (661).

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE REGULAR COUNCIL MEETING
DATE 08/26/2019**

The meeting was called to order at 7:01 p.m. by Mayor Krueger in the Swartz Creek City Council Chambers, 8083 Civic Drive.

Invocation and Pledge of Allegiance.

Councilmembers Present: Farmer, Gilbert, Hicks, Krueger, Pinkston, Root.

Councilmembers Absent: Cramer.

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

Others Present: Lania Rocha, Bob Plumb, Steve Shumaker, Andy Harris, Robert, Daavettilla, Nate Henry, Steve Long, John Wilson, Carrie Germain, Fire Chief Dave Plumb, Metro PD Chief Bade, Karan Pinkston, Ben Mainka, Cade Surface, Adam Jenks, Theresa Roach.

EXCUSE COUNCILMEMBER CRAMER

Resolution No. 190826-01

(Carried)

Motion by Councilmember Farmer
Second by Councilmember Root

I Move the Swartz Creek City Council excuse Councilmember Cramer.

YES: Unanimous Voice Vote.
NO: None. Motion declared carried.

APPROVAL OF MINUTES

Resolution No. 190826-02

(Carried)

Motion by Councilmember Root
Second by Councilmember Hicks

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.

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

NO: None. Motion Declared Carried.

APPROVAL OF AGENDA

Resolution No. 190826-03

(Carried)

Motion by Councilmember Farmer
Second by Councilmember Gilbert

I Move the Swartz Creek City Council approve the Agenda as, printed for the Regular Council Meeting of August 26, 2019, to be circulated and placed on file.

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

CITY MANAGER'S REPORT

Resolution No. 190826-04

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Gilbert

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.

Discussion Ensued.

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

MEETING OPENED TO THE PUBLIC:

Steve Shumaker, 7446 Country Meadow Drive, light post downtown is blocking visibility of pedestrian sign and MDOT contract needs title of Finance Director deleted and replaced with Treasurer. He inquired on the assessor contract with Legacy going up for bid.

COUNCIL BUSINESS:

SAFE ROUTES TO SCHOOL

PRESENTATION

Cade Surface, Crim Fitness Foundation, updated everyone on the work that's been done so far. A three step engagement and data collection process of, surveys, mapping and walking audits has taken place. This was done at 3 schools, Elms Elementary, Syring Elementary and the Middle School.

Goals are to encourage drivers to drive a safe speed and be extra aware of pedestrians along the streets and intersections. This can be done by changing the infrastructure on our streets and sidewalks so people will be more aware of the pedestrians. Engineer spaces to direct pedestrians to the spaces which are most visible and best supported sidewalks and crosswalks to keep them safe from vehicles. This can be done by changing how our crosswalks work, shortening the length of crosswalks and directing sidewalks in certain ways. Educate students and parents on the safest routes and safe walking and driving practices.

Suggestions for Middle School are: at the north entrance repair sections of sidewalk, crosswalk signage and discouraging usage of the sidewalk on the east side by removing sidewalk entirely, add bump outs on the corner, adding sidewalk on north side of Cappy. South entrance suggestions are bridging over the creek with on campus pathing.

Suggestions for Syring are: adding sidewalk on Winshall at Abrams Park and addition of sidewalks on Seymour Road.

Suggestions for Elms are: crosswalk and sidewalk at driveway, curb and sidewalk from staff parking lot to main parking lot and extension of planned trail to rear of school.

Next step will be to pass off to engineering to go through another series of meetings for suggestions for the application. Then the application will be submitted for potential funding in 2020.

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

Resolution No. 190826-05

(Carried)

Motion by Councilmember Gilbert
Second by Mayor Pro Tem Pinkston

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.

Discussion Ensued.

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

NO: Gilbert. Motion Declared Carried.

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

Resolution No. 190826-06

(Carried)

Motion by Mayor Pro Tem Pinkston
Second by Councilmember Gilbert

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 commensurate 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.

Discussion Ensued.

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

RESOLUTION TO APPROVE MDOT PARK & RIDE CONTRACT – MILLER ROAD

Resolution No. 190826-07

(Carried)

Motion by Councilmember Root
Second by Councilmember Hicks

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 have 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 Treasurer as the contract supervisor, and further directs the City Manager to execute the agreement on behalf of the City.

Discussion Ensued.

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

NOISE ORDINANCE

DISCUSSION

Adam Zettel, City Manager, the current noise ordinance is too vague and doesn't have enough predictability to it to enforce it consistently. Chief Bade has done a lot of homework and we believe we have a pretty good model as a draft ordinance. The new ordinance would define standards and guidelines. He would like council to discuss tonight.

Council requested Mr. Zettel submit a more refined draft.

MEETING OPENED TO THE PUBLIC:

Fire Chief Plumb thanked the council for approving the budget. He invited everyone to Genesee County Fire Chief Association Memorial Ceremony September 7th at 10:00 a.m.at Memorial Park in Clio.

REMARKS BY COUNCILMEMBERS:

Councilmember Root commented on the ice cream truck driving through Winchester Village and permits required.

Councilmember Hicks complimented Chief Plumb on his organization and keeping the board updated.

Councilmember Gilbert also complimented Chief Plumb.

Mayor Pro Tem Pinkston all 82 vendor spots at Art in the Park were filled.

Mayor Krueger school starts this week. Everyone has been invited to the Historical Society meeting on September 11th 7:00 p.m.at city hall in the council chambers to celebrate the 60th anniversary of the city.

ADJOURNMENT

Resolution No. 190826-08

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Farmer

I Move the Swartz Creek City Council adjourn the regular meeting at 8:36 p.m.

Unanimous Voice Vote.

David A. Krueger, Mayor

Connie Olger, City Clerk

Public Works
Monthly Work Orders

09/03/19

Work Order # Work Order Status	Location ID	Customer Name Service Address	Date Recd Date Comp	Type
19-000000 COMPLETED	AU10-006365-0000-01	WEDEL, RALPH & WALTER 6365 AUGUSTA ST	08/01/19 08/01/19	SET DUMMY METER
19-000018	WO10-005184-0000-01	DENNIS, DIANE 5184 WORCHESTER DR	08/29/19	WATER LEAK
BXRP19-0166 COMPLETED	HT10-003264-0000-02	ACKERMAN, SHERYL 3264 HERITAGE BLVD	08/15/19 08/15/19	CURB BOX REPAIR
BXRP19-0167 COMPLETED	HT10-003425-0000-01	NORRIS, GREGORY 3425 HERITAGE BLVD	08/15/19 08/15/19	CURB BOX REPAIR
BXRP19-0168 COMPLETED	AR10-006249-0000-01	LUMLEY, LINDA 6249 ARLINGTON DR	08/15/19 08/15/19	CURB BOX REPAIR
BXRP19-0169 COMPLETED	CO30-006280-0000-02	TILLEY, MICHAEL 6280 CONCORD DR	08/15/19 08/15/19	CURB BOX REPAIR
BXRP19-0170 COMPLETED	CO30-006292-0000-01	DANIELS, NANCY 6292 CONCORD DR	08/15/19 08/16/19	CURB BOX REPAIR
BXRP19-0171 COMPLETED	ST10-006287-0000-01	SKINNER, STEPHANIE 6287 ST CHARLES PASS	08/15/19 08/15/19	CURB BOX REPAIR
BXRP19-0172 COMPLETED	ST10-006227-0000-02	CLASPELL JR, SHANDON R 6227 ST CHARLES PASS	08/15/19 08/15/19	CURB BOX REPAIR
FLAG19-0206 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	08/05/19 08/09/19	LOWER/RAISE FLAG
FLAG19-0208 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	08/16/19 08/16/19	LOWER/RAISE FLAG
FNRD19-1594 COMPLETED	MI10-006103-0000-04	EICKHOLT, COLLEEN & DANIEL 6103 MILLER RD	08/15/19 08/15/19	FINAL READ
FNRD19-1602 COMPLETED	SE20-005300-0000-02	RODDY, AMY J 5300 SEYMOUR RD	08/02/19 08/02/19	FINAL READ
FNRD19-1604 COMPLETED	HI20-004202-0000-02	ELLITHORPE, DIANE 4202 HICKORY LN	08/08/19 08/08/19	FINAL READ
FNRD19-1605 COMPLETED	MI10-005428-0000-11	WARDEN, RACHEL 5428 MILLER RD	08/01/19 08/02/19	FINAL READ
FNRD19-1606 COMPLETED	MA20-008046-0000-02	WESTHAUS, ANDREW 8046 MAPLE ST	08/05/19 08/05/19	FINAL READ
FNRD19-1607 COMPLETED	DO10-005163-0000-04	BALLARD, JOHN 5163 DON SHENK DR	08/05/19 08/05/19	FINAL READ
FNRD19-1608 COMPLETED	MC10-005125-0000-01	JORY, THERON 5125 MC LAIN ST	08/07/19 08/09/19	FINAL READ
FNRD19-1610	SC20-005021-0000-13	BILLINGTON, JOSEPH 5021 SCHOOL ST	08/30/19	FINAL READ
FNRD19-1611 COMPLETED	MI10-007566-0000-08	ALAWNEH, WENDY 7566 MILLER RD	08/12/19 08/13/19	FINAL READ

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
FNRD19-1612 COMPLETED	MI10-006156-0000-01	ELASIVICH, TIMOTHY. 6156 MILLER RD	08/16/19 08/16/19	FINAL READ
FNRD19-1613 COMPLETED	GR10-005331-0000-06	TREMBLAY, MARTHA 5331 GREENLEAF DR	08/13/19 08/14/19	FINAL READ
FNRD19-1614 COMPLETED	MI10-008014-0000-03	SPENCE TAX 8014 MILLER RD	08/13/19 08/14/19	FINAL READ
FNRD19-1615 COMPLETED	LI10-007163-0000-00	BRISCOE, RAYMOND 7163 LINDSEY DR	08/14/19 08/14/19	FINAL READ
FNRD19-1616 COMPLETED	MO10-004432-0000-05	SWITZER, JOSH 4432 MORRISH RD	08/14/19 08/13/19	FINAL READ
FNRD19-1617 COMPLETED	GR20-007442-0000-06	ROBERTSON, BARBARA 7442 GROVE ST	08/19/19 08/19/19	FINAL READ
FNRD19-1618 COMPLETED	MI10-007550-0000-06	NEMER, DIANNE K TRUST 7550 MILLER RD	08/19/19 08/20/19	FINAL READ
FNRD19-1619 COMPLETED	MI10-008014-0000-04	ERWIN, TONYA 8014 MILLER RD	08/19/19 08/20/19	FINAL READ
FNRD19-1620 COMPLETED	SE20-005297-0000-03	FUWELL, MICHAEL 5297 SEYMOUR RD	08/20/19 08/20/19	FINAL READ
FNRD19-1623 COMPLETED	BI10-005238-0000-01	HOPE, WAYNE 5238 BIRCHCREST DR	08/23/19 08/26/19	FINAL READ
FNRD19-1624 COMPLETED	DU10-005304-0000-03	STEELE, KRYSTAL 5304 DURWOOD DR	08/26/19 08/26/19	FINAL READ
GWO19-0533 COMPLETED	OA10-005300-0000-01	SYRING-SWARTZ CREEK SCHOOLS 5300 OAKVIEW DR	08/01/19 08/01/19	GENERIC WORK ORDE
GWO19-0534 CANCELLED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	08/01/19 08/06/19	GENERIC WORK ORDE
GWO19-0535	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	08/21/19	GENERIC WORK ORDE
INSP19-000029 CANCELLED	FR10-004491-0000-02	FONTANA, FRANK 4491 FREDRICK ST	08/08/19 08/09/19	TREE INSPECTION
INSP19-000030	DU10-005165-0000-01	WOOD, ROSS 5165 DURWOOD DR	08/12/19	TREE INSPECTION
INSP19-000031 COMPLETED	WO10-005128-0000-01	HOPPER, RAYMOND 5128 WORCHESTER DR	08/20/19 08/21/19	TREE INSPECTION
INSP19-000032 COMPLETED	OA10-009155-0000-01	KAUL, MARTIN 9155 OAKVIEW DR	08/22/19 08/26/19	TREE INSPECTION
INSP19-000033	NO10-009159-0000-01	WILLIAMS, PATRICIA 9159 NORBURY DR	08/28/19	TREE INSPECTION
INSP19-000034	GR10-005305-0000-01	MCLAUGHLIN, BRENDA 5305 GREENLEAF DR	08/28/19	TREE INSPECTION
LNDS19-0154 COMPLETED	SE20-005183-0000-01	NOWAK, JOAN M 5183 SEYMOUR RD	08/14/19 08/15/19	LANDSCAPING
MNT19-0301	MI10-005363-0000-01	ABRAMS PARK	08/21/19	BUILDING MAINTENA

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
COMPLETED		5363 WINSHALL DR	08/22/19	
MNT19-0302	CI10-008095-0000-01	PERKINS LIBRARY	08/28/19	BUILDING MAINTENA
COMPLETED		8095 CIVIC DR	08/28/19	
READ19-0701	KR20-004276-0000-01	SPRINGVALE ASSISTED LIVING	08/02/19	READ METER
COMPLETED		4276 KROGER DR	08/02/19	
READ19-0702	WA10-007468-0000-03	SMYTH, ANDREW	08/07/19	READ METER
COMPLETED		7468 WADE ST	08/07/19	
READ19-0703	MI10-008603-0000-04	SWAR LLC	08/28/19	READ METER
COMPLETED		8603 MILLER RD	08/29/19	
RPLR19-0037	CH20-008523-0000-02	KRATZ, SHERYL	08/13/19	REPLACE READER
COMPLETED		8523 CHESTERFIELD DR	08/14/19	
SI-000036	MI10-007589-0000-01	MCKEE, CHARLES L	08/08/19	SIGNS
COMPLETED		7589 MILLER RD	08/08/19	
SI-000037	CI10-008083-0000-01	CITY OF SWARTZ CREEK	08/15/19	SIGNS
COMPLETED		8083 CIVIC DR	08/16/19	
STRT19-0101	YO10-009246-0000-01	SNEAR, JAMES H	08/05/19	STREET REPAIR
COMPLETED		9246 YOUNG DR	08/08/19	
STRT19-0102	MO10-004366-0000-01	PARENTEAU, MARK	08/26/19	STREET REPAIR
COMPLETED		4366 MORRISH RD	08/26/19	
SWLK19-0015	LI10-004278-0000-02	PARCHER, YVONNE	08/14/19	SIDEWALK REPAIR
		4278 LINDSEY DR		
SWR19-0080	DA10-005204-0000-01	CZERNIAK, THOMAS	08/06/19	SEWER DRAIN PROBL
COMPLETED		5204 DAVAL DR	08/06/19	
SWR19-0081	CO20-007465-0000-01	SZEDLAK, MICHAEL	08/15/19	SEWER DRAIN PROBL
COMPLETED		7465 COUNTRY MEADOW DR	08/15/19	
SWR19-0082	GR10-005238-0000-01	HUNT, KELLY	08/26/19	SEWER DRAIN PROBL
COMPLETED		5238 GREENLEAF DR	08/27/19	
TRDN19-0090	CI10-008083-0000-01	CITY OF SWARTZ CREEK	08/13/19	TREE-TAKE DOWN
COMPLETED		8083 CIVIC DR	08/19/19	
TRDN19-0091	DU10-005135-0000-02	WOOD, HEATHER	08/09/19	TREE-TAKE DOWN
CANCELLED		5135 DURWOOD DR	08/09/19	
TRIM19-0041	CA10-008460-0000-01	STEWART, DAVID	08/12/19	TREE-TRIM
		8460 CAPPY LN		
TRIM19-0042	WI10-005342-0000-01	CAMPBELL, CHARLES	08/20/19	TREE-TRIM
		5342 WINSHALL DR		
TRIM19-0043	DU10-005153-0000-05	STURGESS, VICKIE	08/23/19	TREE-TRIM
		5153 DURWOOD DR		
TRIM19-0044	OX10-005156-0000-07	ADAMS, NICHOLE L.	08/26/19	TREE-TRIM
		5156 OXFORD CT		
VA-000006	HT10-003358-0000-02	D'ANGELO, ROBIN	08/20/19	VALVE
COMPLETED		3358 HERITAGE BLVD	08/20/19	
WOFF19-2225	DA10-005141-0000-02	METCALFE, WILLIAM	08/19/19	WATER TURN OFF
CANCELLED		5141 DAVAL DR	08/20/19	

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
WOFF19-2226 CANCELLED	FR10-004485-0000-02	FORTIER, RICHARD 4485 FREDRICK ST	08/19/19 08/20/19	WATER TURN OFF
WOFF19-2227 CANCELLED	HI20-004173-0000-03	NATCHEZ, TONI 4173 HICKORY LN	08/19/19 08/21/19	WATER TURN OFF
WOFF19-2228 CANCELLED	LO10-004186-0000-02	HECT-KELLY, JENNIFER 4186 LOCUST LN	08/19/19 08/20/19	WATER TURN OFF
WOFF19-2229 COMPLETED	FA10-005090-0000-01	WEBB, JOHN 5090 FAIRCHILD ST	08/19/19 08/20/19	WATER TURN OFF
WOFF19-2230 CANCELLED	BI10-005241-0000-02	ROBERTSON, KEVIN 5241 BIRCHCREST DR	08/19/19 08/20/19	WATER TURN OFF
WOFF19-2231 CANCELLED	BR20-006427-0000-03	GONZALES, PAUL 6427 BRISTOL RD	08/19/19 08/20/19	WATER TURN OFF
WOFF19-2232 CANCELLED	BR20-007365-0000-02	KUJALA, TROY 7365 BRISTOL RD	08/19/19 08/20/19	WATER TURN OFF
WOFF19-2233 CANCELLED	CA10-008421-0000-04	SPOONER, RYAN 8421 CAPPY LN	08/19/19 08/20/19	WATER TURN OFF
WOFF19-2234 CANCELLED	DU10-005396-0000-01	MOLZER, LISA 5396 DURWOOD DR	08/19/19 08/21/19	WATER TURN OFF
WOFF19-2235 CANCELLED	EL10-003500-0000-04	DURSO, RYAN 3500 ELMS RD	08/19/19 08/20/19	WATER TURN OFF
WOFF19-2236 CANCELLED	HA10-005019-0000-03	COY, TERRY 5019 HAYES ST	08/19/19 08/20/19	WATER TURN OFF
WOFF19-2237 CANCELLED	HI20-004172-0000-02	SHIN, YOUNG R 4172 HICKORY LN	08/19/19 08/20/19	WATER TURN OFF
WOFF19-2238 COMPLETED	MI10-008169-0000-03	JAGGER, MICHAEL 8169 MILLER RD	08/19/19 08/20/19	WATER TURN OFF
WOFF19-2239 COMPLETED	SC20-005068-0000-02	CARR, JASON 5068 SCHOOL ST	08/19/19 08/20/19	WATER TURN OFF
WOFF19-2240 CANCELLED	SE20-005351-0000-02	HUNT, LISA & WARREN 5351 SEYMOUR RD	08/19/19 08/20/19	WATER TURN OFF
WOFF19-2241 COMPLETED	WO10-005128-0000-01	HOPPER, RAYMOND 5128 WORCHESTER DR	08/19/19 08/20/19	WATER TURN OFF
WOFF19-2242 COMPLETED	YA10-007115-0000-12	ORR, STEPHEN 7115 YARMY DR	08/19/19 08/20/19	WATER TURN OFF
WOFF19-2243 CANCELLED	BI10-005176-0000-02	KERR, ANDREA 5176 BIRCHCREST DR	08/19/19 08/20/19	WATER TURN OFF
WOFF19-2244 CANCELLED	OX10-005149-0000-03	FOX, FAITH 5149 OXFORD CT	08/19/19 08/19/19	WATER TURN OFF
WOFF19-2245 COMPLETED	SE20-005292-0000-02	GERMAIN, TRISHA 5292 SEYMOUR RD	08/19/19 08/20/19	WATER TURN OFF
WOFF19-2246 CANCELLED	BR20-006247-0000-01	OBRIEN, MARK 6247 BRISTOL RD	08/22/19 08/22/19	WATER TURN OFF
WOFF19-2247	CR10-008093-0000-04	BROWN, JACQUELINE A	08/22/19	WATER TURN OFF

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
COMPLETED		8093 CRAPO ST	08/22/19	
WOFF19-2248	CR10-008109-0000-01	HARRISON, ROBERT	08/22/19	WATER TURN OFF
COMPLETED		8109 CRAPO ST	08/22/19	
WOFF19-2249	GR10-005296-0000-06	ANDERSON, JOSEPH	08/22/19	WATER TURN OFF
CANCELLED		5296 GREENLEAF DR	08/22/19	
WOFF19-2250	LU10-009128-0000-03	MC CROON, ERIC	08/22/19	WATER TURN OFF
CANCELLED		9128 LUEA LN	08/22/19	
WOFF19-2251	MI10-007417-0000-01	ARVOY, WALTER	08/22/19	WATER TURN OFF
CANCELLED		7417 MILLER RD	08/22/19	
WOFF19-2252	MO10-005144-0000-02	SHUMAKER, ROGER JR	08/22/19	WATER TURN OFF
COMPLETED		5144 MORRISH RD	08/22/19	
WOFF19-2253	OX10-005155-0000-07	WEST, CHRISTINE K	08/22/19	WATER TURN OFF
CANCELLED		5155 OXFORD CT	08/23/19	
WOFF19-2254	LU10-009052-0000-07	HATFIELD, TRACIE	08/22/19	WATER TURN OFF
CANCELLED		9052 LUEA LN	08/23/19	
WOFF19-2255	YA10-007036-0000-03	ROBISON, JACK	08/27/19	WATER TURN OFF
CANCELLED		7036 YARMY DR	08/27/19	
WOFF19-2256	WO10-005184-0000-01	DENNIS, DIANE	08/27/19	WATER TURN OFF
COMPLETED		5184 WORCHESTER DR	08/27/19	
WOFF19-2257	CH10-009033-0000-01	SPOHN, RAE	08/27/19	WATER TURN OFF
CANCELLED		9033 CHELMSFORD DR	08/27/19	
WTON19-1318	IN10-008096-0000-03	ENGEL, RUSSELL	08/05/19	WATER TURN ON
COMPLETED		8096 INGALLS ST	08/05/19	
WTON19-1320	MI10-008169-0000-03	JAGGER, MICHAEL	08/20/19	WATER TURN ON
COMPLETED		8169 MILLER RD	08/20/19	
WTON19-1321	SE20-005292-0000-02	GERMAIN, TRISHA	08/20/19	WATER TURN ON
COMPLETED		5292 SEYMOUR RD	08/20/19	
WTON19-1322	WO10-005128-0000-01	HOPPER, RAYMOND	08/20/19	WATER TURN ON
COMPLETED		5128 WORCHESTER DR	08/20/19	
WTON19-1323	YA10-007115-0000-12	ORR, STEPHEN	08/21/19	WATER TURN ON
COMPLETED		7115 YARMY DR	08/21/19	
WTON19-1324	CR10-008093-0000-04	BROWN, JACQUELINE A	08/23/19	WATER TURN ON
COMPLETED		8093 CRAPO ST	08/23/19	
WTON19-1325	MO10-005144-0000-02	SHUMAKER, ROGER JR	08/23/19	WATER TURN ON
COMPLETED		5144 MORRISH RD	08/23/19	
WTON19-1326	CR10-008109-0000-01	HARRISON, ROBERT	08/26/19	WATER TURN ON
COMPLETED		8109 CRAPO ST	08/26/19	
WTON19-1327	WO10-005184-0000-01	DENNIS, DIANE	08/27/19	WATER TURN ON
COMPLETED		5184 WORCHESTER DR	08/27/19	

Total Records: 104

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	

Report Generated: 9/3/2019 3:20 PM

Report Options: Scheduled From: 8/1/2019 To: 8/31/2019

DPS ACTIVITY AUGUST 2019

	<u>REGULAR</u>	<u>HOLIDAY</u>	<u>VACATION</u>	<u>ABSENT</u>	<u>OT</u>	<u>DT</u>
101 GENERAL FUND						
262.0 ELECTIONS						
345.0 P S BLDG	26.22		0.44	0.66		
781.0 AMPHI-PARK	8.00		0.22	0.50		
782.0 ABRAMS PARK	19.50		1.67	0.25		
783.0 ELMS PARK	54.90	0.72	2.66	1.73		
784.0 BICENT. PARK	22.00		0.11	1.15		
790.0 SENIOR CENTER/LIBRARY	34.86		0.40	1.10		
793.0 CITY HALL	16.35		0.30	0.90		
794.0 COMM PROMO	55.82		0.38	2.22	3.00	
796.0 CEMETERY	0.07		0.01			
202 MAJOR STREET FUND						
429.0 SAFETY						
441.0 PARK & RIDE	13.08		3.50	0.16		
463.0 STREET MAIN	85.67		5.41	2.34		
474.0 TRAFFIC	6.32		0.04	0.05		
478.0 SNOW & ICE						
482.0 ADMIN	15.16		1.78	0.89		
203 LOCAL STREET FUND						
429.0 SAFETY						
463.0 STREET MAIN	105.68	3.70	5.67	3.07		
474.0 TRAFFIC	13.39		0.27	0.23		
478.0 SNOW & ICE						
482.0 ADMIN	21.54		2.53	1.27		
226 GARBAGE FUND						
528.0 COLLECT	3.24		0.26	0.18		
530.0 WOODCHIPPING	191.24	1.90	10.30	7.07		
782.0 ABRAMS PARK GARBAGE	20.14		3.62	0.31	4.00	4.00
783.0 ELMS PARK GARBAGE	19.10		3.50	0.32	4.00	4.00
793.0 CITY HALL	3.57		0.01	0.20		
590 WATER						
540.0 WATER SYSTEM	79.98	0.48	16.82	3.37		
540.0 WATER-ON CALL						
542.0 READ & BILL	15.62	0.24	0.36	0.17		
793.0 CITY HALL	8.92		0.04	0.51		
591 SEWER						
536.0 SEWER SYSTEM	47.12	0.48	5.70	2.57		
536.0 SEWER-ON CALL						
537.0 LIFT STATION	3.14		0.37	0.18		
542.0 READ & BILL	15.62	0.24	0.36	0.17		
793.0 CITY HALL	8.93		0.04	0.50		
661 MOTOR POOL FUND						
795.0 CITY GARAGE	21.82	0.24	1.23	1.43		
DAILY HOURS TOTAL	937.00	8.00	68.00	33.50	11.00	8.00

DPS Equipment Rental
August 2019
Page 1

Nature Of Work	4WD 7-15,3-08 2-08, 09-03	4WD 7-15,3-08 2-08, 09-03a	2WD 5-16	JCB Backhoe 06'00	Backhoe w/breaker 06'00a	Bucket Truck 6-99	Brush Hog 09'02	Dump 11	Dump w/plow 11a	Dump 12'02	Dump w/plow 12'02a	Dump 12-04	Dump w/plow 12-04a
101.262 Elections													
101.450 Forestry													
101.781 Pajtas Amphi	1							2					
101.782 Winshall Pk	15		2.72					2					
101.783 Elms Pk	39.5		6.27					2					
101.784 Bicentennial Pk	4			4									
101.790 Sen.Ctr./Lib	35.5		3.53										
101.345 PS Bldg	25.5		3.92										
101.793 City Hall	41		3.44										
101.794 Comm Promo	14		1.39										
661.795 City Garage	3		2.97										
101.796 City Cem			0.08										
202.463 Maint. Major	48		2.88	2				8				1	
202.474 Traffic-Major	24		0.34			2							
202.478 Snow/Ice-Maj													
202.482 Major-Admin			15.94										
203.463 Maint-Local	25		3.34									2	
203.474 Traffic-Local	26		0.42										
203.478 Snow/Ice-Local													
203.482 Local-Admin			22.69										
226.528 Waste Collect	8		2.35										
226.530 Woodchipping	25		2.35					41					
590.540 Water System	47		34.61										
590.542 Water-Read/Bill	21		1.18										
591.536 Sewer System	10		28										
591.537 Sewer Lift Stat	2		3.3										
226.782 Winshall Pk Gbg	22		0.06										
226.783 Elms Pk Gbg	21		0.04										
591.542 Sewer Read/Bill	21		1.18										
Total	478.5	0	143	6	0	2	0	55	0	0	0	3	0

DPS Equipment Rental
 August 2019
 Page 2

Nature Of Work	Portable Generator	Case Backhoe 17	Sweeper	JD Tractor 19	Chipper	#42 Arrow	Arrow Board	Trailer	Roller	Pressure Washer	Post Hole Digger	01'98	Kubota 5-18
101.262 Elections													
101.450 Forestry													
101.781 Pajtas Amphi		2			2								
101.782 Winshall Pk		1			2								
101.783 Elms Pk		6		1	2								2
101.784 Bicentennial Pk		1											
101.790 Sen Ctr./Lib													
101.345 PS Bldg													
101.793 City Hall													
101.794 Comm Promo													41
661.795 City Garage													
101.796 City Cem													
202.463 Maint. Major		1	36	7	8								2
202.474 Traffic-Major													
202.478 Snow/Ice-Maj													
202.482 Major-Admin													
203.463 Maint-Local		4	24	1		4							3.5
203.474 Traffic-Local													
203.478 Snow/Ice-Local													
203.482 Local-Admin													
226.528 Wast Collect													
226.530 Woodchipping					41								
590.540 Water System													
590.542 Water-Read/Bill													
591.536 Sewer System													0.5
591.537 Sewer Lift Stat													
Total	0	15	60	9	55	4	0	0	0	0	0	0	49

August 2019	MILES DRIVEN		GALLONS GAS PURCHASED		GALLONS DIESEL PURCHASED
#5-16 2WD gas	1006.0		68.0		
#7-15 4WD gas	621.0		46.0		
#3-08 P/U 4WD gas	651.0		62.8		
#10-18 P/U diesel	429.0				41.0
#2-08 P/U 4WD gas	342.0		52.9		
#6-00 BACKHOE diesel					
#11 DUMP gas	255.0		45.6		
#12-02 DUMP diesel					
#12-04 DUMP diesel					
#12-99 GENERATOR gas					
#17 CASE BACKHOE diesel					
#19 JD TRACTOR diesel					9.0
#06-99 BUCKET TRUCK gas					
#21 WOOD CHIPPER diesel					41.0
#807 STREET SWEEPER diesel	210.0				140.5
#42 ASPHALT HEATER diesel					
#37 TRAIL ARROW					
#10-15 GEN gas					
#5-18 KUBOTA (Hours)	39 hr		8.1		
gas can					
TOTAL	3514.0		283.4		231.5

08/29/2019

CHECK REGISTER FOR CITY OF SWARTZ CREEK
CHECK DATE FROM 08/01/2019 - 08/31/2019

Highlighted amount is total for that vendor

Check Date	Check	Vendor Name	Description	Amount
Bank GEN CONSOLIDATED ACCOUNT				
08/08/2019	46862	CHARTER TOWNSHIP OF MUNDY	APRIL 2019 JOINT INSP & PERMIT FEES	7,735.51
08/08/2019	46863	CHARTER TOWNSHIP OF MUNDY	MAY 2019 JOINT INSP & PERMIT FEES	3,949.09
08/08/2019	46864	CHARTER TOWNSHIP OF MUNDY	JUNE 2019 JOINT INSP & PERMIT FEES	3,820.85
08/08/2019	46865	CONNIE ESKEW	FEES TO RECORD EASEMENTS/MILAGE TO COUNTY	105.19
			BANK MILEAGE CONNIE JULY 2019	4.52
				<u>109.71</u>
08/08/2019	46866	CONSUMERS ENERGY	7/1-7/31/19 TRAFFIC LIGHTS 1781	422.50
08/08/2019	46867	CONSUMERS ENERGY	7/1-7/31/19 48473 LED LIGHT RD WORCHESTER	309.06
08/08/2019	46868	CONSUMERS ENERGY	7/1-7/31/19 STREET LIGHTS 1294	5,698.09
08/08/2019	46869	CONSUMERS ENERGY	7/1-7/31/19 4524 MORRISH RD	54.01
08/08/2019	46870	CONSUMERS ENERGY	7/1-7/31/19 SIRENS TRAFFIC LIGHTS 1997	27.92
08/08/2019	46871	CONSUMERS ENERGY	7/1-7/31/19 ELMS PARKING LOT AREA LIGHTS	34.08
08/08/2019	46872	DEANNA KORTH	BANK MILEAGE DEANNA JULY 2019	140.40
08/08/2019	46873	FIDELITY SECURITY LIFE INSUR/EYEMED	AUGUST 2019 RETIREE VISION (6)	43.44
08/08/2019	46874	GREEN TECH SYSTEMS LLC	MILLER RD STREETSCAPE 6/21-6/30/19	39,248.01
			MILLER RD STREETSCAPE 7/1-7/26/19	102,044.82
				<u>141,292.83</u>
08/08/2019	46875	JOSE A MIRELES	MOW & TRIM CITY PROPERTIES/OTHER (1)	1,185.00
08/08/2019	46876	PITNEY BOWES INC.	5/30-6/30/19 LEASING CHARGES	48.04
			LEASING CHARGES 7/1-8/29/19	96.08
				<u>144.12</u>
08/08/2019	46877	SUSAN ARVOY	BANK MILEAGE SUE JULY 2019	4.52
08/08/2019	46878	THOMAS SVRCEK	REIMB HAND DRYER/FUEL LINE FOR BACKHOE	546.80
08/08/2019	46879	VERIZON WIRELESS	6/24-6/30/19 INVOICE	70.78
			7/1-7/23 MONTHLY INVOICE	232.58
				<u>303.36</u>
08/15/2019	46880	ACE-SAGINAW PAVING COMPANY	COLD PATCH	679.20
08/15/2019	46881	ANDREW J WILLIAMS	ELMS PARK DEPOSIT REFUND 7/27/19 #2	100.00
08/15/2019	46882	ANGELA HAIRSTON	ELMS PARK DEPOSIT REFUND 8/10/19 #1	100.00
08/15/2019	46883	APRIL L TURNER	ELMS PARK DEPOSIT REFUND 7/27/19 #3	100.00
08/15/2019	46884	BARBARA A LAMBERT	ELMS PARK DEPOSIT REFUND 8/10/19 #2	100.00
08/15/2019	46885	BIO-SERV CORPORATION	PEST CONTROL/CITY HALL-LIBRARY SR CTR	110.00
08/15/2019	46886	BS & A SOFTWARE	ASSESS ANNUAL SUPPORT 8/1/19-8/1/20	1,223.00
08/15/2019	46887	CAHTERINE SHERMAN	ELMS PARK DEPOSIT REFUND 8/11/19 #1	100.00
08/15/2019	46888	CALVARY CHRISTION CHURCH	ELMS PARK DEPOSIT REFUND 8/10/19 #3	100.00
08/15/2019	46889	CHARTER TOWNSHIP OF CLAYTON	SC PORTION PAVING/CHIP SEAL/BRISTOL RD	5,000.00
08/15/2019	46890	CHRISTINE KRANZ	ELMS PARK DEPOSIT REFUND 8/4/19 #1	100.00
08/15/2019	46891	CONSUMERS ENERGY	ANNUAL PROP RENTAL FLINT TWP	25.00
08/15/2019	46892	CONSUMERS ENERGY	7/5-8/4/19 A 5121 MORRISH RD	331.31
08/15/2019	46893	CONSUMERS ENERGY	7/5-8/4/19 A 4510 MORRISH RD	34.11
08/15/2019	46894	CONSUMERS ENERGY	7/5-8/4/19 A 8059 FORTINO DR	51.47
08/15/2019	46895	CONSUMERS ENERGY	7/5-8/4/19 A 8499 MILLER RD	27.17
08/15/2019	46896	CONSUMERS ENERGY	7/5-8/4/19 A 5257 WINSHALL DR	25.40
08/15/2019	46897	CONSUMERS ENERGY	7/5-8/4/19 A 5361 WINSHALL DR 8369	26.76
08/15/2019	46898	CONSUMERS ENERGY	7/4-8/4/19 A 9099 MILLER RD	30.04
08/15/2019	46899	CONSUMERS ENERGY	7/5-8/4/19 A 5361 WINSHALL DR #2 RESTRMS	40.42
08/15/2019	46900	CONSUMERS ENERGY	7/5-8/4/19 A 8095 CIVIC DR	770.08
08/15/2019	46901	CONSUMERS ENERGY	7/5-8/4/19 A 8011 MILLER RD	25.40
08/15/2019	46902	CONSUMERS ENERGY	7/4-8/4/19 A 8083 CIVIC DR	503.83
08/15/2019	46903	CONSUMERS ENERGY	7/8-8/5/19 A 8301 CAPPY LN	245.24

08/15/2019	46904	CONSUMERS ENERGY	7/8-8/5/19 A 8100 CIVIC DR	1,162.54
08/15/2019	46905	CONSUMERS ENERGY	7/9-8/6/19 A 4125 ELMS RD 4353	44.37
08/15/2019	46906	CONSUMERS ENERGY	7/9-8/6/19 A 4125 ELMS RD PAVILION 4437	32.77
08/15/2019	46907	CONSUMERS ENERGY	7/9-8/6/19 A 6425 MILLER PARK & RIDE	61.04
08/15/2019	46908	CONSUMERS ENERGY	7/29-8/4/19 A 5015 HOLLAND	7.44
08/15/2019	46909	CRIM FITNESS FOUNDATION INC	SAFE ROUTES TO SCHOOL/ACTIVE COMM PLANNI	15,000.00
08/15/2019	46910	CYNTHIA LYNN MARTIN	ELMS PARK DEPOSIT REFUND 7/28/19 #2	100.00
08/15/2019	46911	DONNA SRDA	ELMS PARK DEPOSIT REFUND 7/28/19 #1	100.00
08/15/2019	46912	ENERGY REDUCTION COALITION	EXCESS BENEFIT PAYMENT	1,136.79
08/15/2019	46913	FAMILY FARM AND HOME INC	JULY 2019 INVOICES	397.32
08/15/2019	46914	FERGUSON WATERWORKS #3386	LID ONLY - WTR (6)	33.17
			CTS PJ COUP (2)/FRZLES YD HYD	168.06
			1060H 1-1/2 DJ RG	135.05
				336.28
08/15/2019	46915	FIRST ADVANTAGE OCCUP HEALTH SER CO	CLINIC COLLECTION/MILEAGE	160.90
08/15/2019	46916	FIRST TITLE & ESCROW INC	UB REFUND FOR 5359 WORCHESTER	2.25
08/15/2019	46917	FLINT WELDING SUPPLY	FAX/CYLINDER COMPRESSED OXYGEN	5.00
08/15/2019	46918	GEN CTY ROAD COMMISSION	SIGNAL MILLER @ FAIRCHILD	204.87
			JULY 2019 S-MTCE & OPERTIONS	118.70
				323.57
08/15/2019	46919	GENESEE CTY DRAIN COMMISSIONER	MISTEGUAY CREEK DRAIN	7,265.77
08/15/2019	46920	GILL ROYS HARDWARE	JULY 2019 INVOICES LESS DISCOUNT	337.13
08/15/2019	46921	GLAESER DAWES	LOCATE ITEMS OAKVIEW & CHELMSFORD	700.00
08/15/2019	46922	GOV'T FINANCE OFFICERS ASSOC.	MEMB DUES KORTH 10/1/19-9/30/20	170.00
08/15/2019	46923	GREEN TECH SYSTEMS LLC	REMOVE/REPLACE WTR SERV BOX MILLER RD	600.00
08/15/2019	46924	HAZEL MOBLEY	ELMS PARK DEPOSIT REFUND 8/4/19 #4	100.00
08/15/2019	46925	INTEGRITY BUSINESS SOLUTIONS	GARBAGE BAGS (3)	184.20
			GARBAGE BAGS (2)/ROLL TOWELS (2)	196.78
				380.98
08/15/2019	46926	JACQUALINE GIBSON	ELMS PARK DEPOSIT REFUND 7/28/19 #3	100.00
08/15/2019	46927	JAMS MEDIA LLC	SWC CHAMBER DIR 7/11/19/PLAN COMM PBL 7/	225.20
08/15/2019	46928	JAMS MEDIA LLC	SWC CHAMBER DIR 7/11/19	166.00
08/15/2019	46929	JOBO LLC	MORRISH AARDVARK MINI STORAGE ESCROW REF	425.00
08/15/2019	46930	JOHNS TRUCK SERVICE	RADIATOR/T STAT/ANTIFREEZE (3)/TEMP SEND	1,076.58
			REPAIR EXHAUST	769.57
				1,846.15
08/15/2019	46931	JOSE A MIRELES	MOW & TRIM CITY PROPERTIES/OTHER (1)	1,195.00
08/15/2019	46932	LAURIE PINCOMB	ELMS PARK DEPOSIT REFUND 7/20/19 #1	100.00
08/15/2019	46933	LEGACY ASSESSING SERVICES INC	AUG 2019 ASSESSING SERVICES OCTOBER 2018	2,566.00
08/15/2019	46934	LENORA REYES	ELMS PARK DEPOSIT REFUND 6/14/19 #4	100.00
08/15/2019	46935	LINDA LOGAN	ELMS PARK DEPOSIT REFUND 7/27/19 #4	100.00
08/15/2019	46936	MICHIGAN PIPE AND VALVE	HYD FLG GSKT BR 19	60.00
08/15/2019	46937	MIKE & BARB BISHOP	ELMS PARK DEPOSIT REFUND 2/13/19 #1	100.00
08/15/2019	46938	OHM ADVISORS	STREETScape/PARKING LOT DESIGN AND BIDDI	6,750.25
			DESIGN ENG. OAKVIEW/CHELMSFORD/OXFORD/WI	2,701.00
				9,451.25
08/15/2019	46939	OHM ADVISORS	KFC CONST SERVICES	527.50
08/15/2019	46940	OHM ADVISORS	ENGINEERING SERVICES HELMSLEY DRIVE	22,785.00
08/15/2019	46941	OHM ADVISORS	USDA MATER MAIN IMPROVEMENT PROGRAM	16,520.75
08/15/2019	46942	OHM ADVISORS	SPRINGBROOK EAST PHASE II CONST SERV	5,211.00
08/15/2019	46943	OHM ADVISORS	APPLE CREEK STATION ENG RVW 2	1,799.50
08/15/2019	46944	OHM ADVISORS	FAIRCHILD - CE	6,721.12
08/15/2019	46945	OHM ADVISORS	WINCHESTER WOODS DRAINAGE PRELIM INV	235.25
08/15/2019	46946	PLANTE & MORAN PLLC	PROFESSIONAL SERVICES	825.00

08/15/2019	46947	RACHEL MATHEWS	ELMS PARK DEPOSIT REFUND 6/17/19 #4	100.00
08/15/2019	46948	RACHEL WARDEN	UB REFUND FOR 5428 MILLER	272.70
08/15/2019	46949	SAM & NICHOLE ADAMS	ELMS PARK DEPOSIT REFUND 7/21/19 #1	100.00
08/15/2019	46950	SANDRA HOLCOMB	ELMS PARK DEPOSIT REFUND 7/27/19 #1	100.00
08/15/2019	46951	SHANNON SWARTWOOD	ELMS PARK DEPOSIT REFUND 8/3/19 #3	170.00
08/15/2019	46952	SHIRLEY HENDERSON	ELMS PARK DEPOSIT REFUND 8/11/19 #4	100.00
08/15/2019	46953	SPARTAN BARRICADING & TRAFFIC CONTR	UNFILLED SAND BAGS (40)	20.00
08/15/2019	46954	SUE WERNETTE	ELMS PARK DEPOSIT REFUND 8/10/19 #4	100.00
08/15/2019	46955	SUPER FLITE OIL CO INC	JULY 2019 FUEL - DPW	1,242.40
08/15/2019	46956	SUSAN DRUMMOND	ELMS PARK DEPOSIT REFUND 8/3/19 #2	100.00
08/15/2019	46957	SW CREEK AREA CHAMBER OF COMMERCE	DONATION FOR JEEPERS CREEKERS/FROM PARK	807.50
08/15/2019	46958	SWARTZ CREEK AREA FIRE DEPT.	FY20 FIRE BUDGET JULY - DEC 2019	40,936.57
08/15/2019	46959	SWARTZ CREEK AREA FIRE DEPT.	DONATION FROM PARK BOARD SLIP & SLIDE PR	104.62
08/15/2019	46960	SWARTZ CREEK AREA FIRE DEPT.	JULY 2019 MONTHLY RUNS	6,024.53
08/15/2019	46961	TASINDA RIDSDALE	ELMS PARK DEPOSIT REFUND 8/11/19 #2	100.00
08/15/2019	46962	TERRY L DUNGEY	ELMS PARK DEPOSIT REFUND 7/20/19 #2	100.00
08/15/2019	46963	TRANSACTION TITLE AGENCY	UB REFUND FOR 8096 INGALLS	35.67
08/15/2019	46964	TRINITY UNITED PRESBYTERIAN CHURCH	ELMS PARK DEPOSIT REFUND 8/4/19 #2	100.00
08/15/2019	46965	TRISTA STEPHENS	UB REFUND FOR 9287 CEDAR CREEK	330.11
08/15/2019	46966	TROY JAMISON	ELMS PARK DEPOSIT RENTAL 7/21/19 #2	100.00
08/15/2019	46967	WEST SHORE SERVICES INC	2019 ANNUAL INSP & MAINT	1,800.00
08/15/2019	46968	XAK ZDUNIC	ELMS PARK CHLORIDE APPLICATION	853.30
08/19/2019	46969	BLUE CARE NETWORK-EAST MI	SEPT 2019 RETIREE HEALTH TYLER	645.00
			SEPT 2019 RETIREE HEALTH CLOLINGER	1,243.63
			SEPT 2019 COBRA O'BRIEN	614.00
				2,502.63
08/19/2019	46970	CITY OF SWARTZ CREEK	REIMB PETTY CASH THRU 8/16/19	167.65
08/19/2019	46971	DELTA DENTAL PLAN	SEPT 2019 RETIREE DENTAL (6)	424.98
08/19/2019	46972	DORT FEDERAL CU	SUMMER TAX OVRPMT 58-36-676-026	2,440.64
08/19/2019	46973	GENESEE CTY DRAIN COMMISSIONER	WATER 6/26-6/30/19 FY19	22,469.49
			WATER 7/1-7/31/19 FY20	139,310.84
				161,780.33
08/19/2019	46974	JODY KEY	MILEAGE TO BS&A TRAINING	45.58
08/19/2019	46975	MY-CAN LLC	PORT-A-JON RENTAL CORR. 4/2-6/30/19	403.45
			PORT-A-JON RENTAL 7/1-8/24/19	476.55
				880.00
08/19/2019	46976	RWS OF MID MICHIGAN	JULY 2019 FY20 GARBAGE/RECYCLING/YARD WA	23,739.27
08/19/2019	46977	STATE OF MICHIGAN DEPT TRANS	ROAD RESTORATION REHAB CAPPY LN TO MILLE	55,626.09
08/19/2019	46978	UNUM LIFE INSURANCE	SEPT 2019 RETIREE LIFE (3)	35.10
08/21/2019	46979	CONSUMERS ENERGY	MILLER RD STREETScape/ELEC RELOCATION	2,654.00
08/29/2019	46980	ALLIED HAND DRYER LLC	KOALA BABY CHANGING STATION	211.67
			LINERS FOR BABY CHANGING STATION	38.00
				249.67
08/29/2019	46981	BARAKAS RUSHING	ELMS PARK DEPOSIT REFUND 8/17/19 #1	100.00
08/29/2019	46982	BELL EQUIPMENT CO	SB SEGMENT SET (4 PC)	220.00
08/29/2019	46983	CARL & TASHANDA ARTHUR	ELMS PARK DEPOSIT REFUND 8/17/19 #4	100.00
08/29/2019	46984	CATHEDRAL OF FAITH MINISTRIES	ELMS PARK DEPOSIT REFUND 8/25/19 #4	100.00
08/29/2019	46985	CHASE CARD SERVICES	MONTHLY CREDIT CARD INVOICE	492.62
08/29/2019	46986	COMCAST BUSINESS	CITY HALL MONTHLY INVOICE 8/25-9/25/19	261.60
08/29/2019	46987	COOKS DIESEL RV & TRUCK REPAIR	REPLACE TIRE	71.25
08/29/2019	46988	D & D TRUCK & TRAILER PARTS	AIR ELEMENT	87.90
08/29/2019	46989	DEBBIE BRANNON	ELMS PARK DEPOSIT REFUND 8/25/19 #2	100.00
08/29/2019	46990	DOROTHY SOMERS	ELMS PARK DEPOSIT REFUND 8/18/19 #2	100.00
08/29/2019	46991	FORD'S PARTY RENTAL INC	INFLATABLE/STAFF 7/26/19	185.00
08/29/2019	46992	FRANCES WELCH	ELMS PARK DEPOSIT REFUND 8/18/19 #1	100.00
08/29/2019	46993	GINA WALKER	ABRAMS PARK DEPOSIT REFUND 8/18/19 #1	100.00

08/29/2019	46994	GLAESER DAWES	REPLACE CURB BASIN/SEYMOUR RD	4,900.00
08/29/2019	46995	GOV'T FINANCE OFFICERS ASSOC.	GAAP UPDATE 11/7/19	135.00
08/29/2019	46996	HAZEL YOUNG & KAREN GORDAN	ELMS PARK DEPOSIT REFUND 8/18/19 #4	100.00
08/29/2019	46997	ITU ABSORBTECH INC	REPLENISH FIRST AID/CITY HALL	50.80
			REPLENISH FIRST AID/DPW	108.35
				<u>159.15</u>
08/29/2019	46998	JOSE A MIRELES	MOW & TRIM CITY PROPERTIES	1,145.00
			MOW & TRIM CITY PROPERTIES	1,145.00
				<u>2,290.00</u>
08/29/2019	46999	LEWIS SMITH	ELMS PARK DEPOSIT REFUND 8/25/19 #1	100.00
08/29/2019	47000	MARQUITA COLLINS	ELMS PARK DEPOSIT REFUND 8/17/19 #2	100.00
08/29/2019	47001	METRO POLICE AUTH OF GENESEE COUNTY	JULY 2019 ORD FEE 67TH DC	1,262.10
08/29/2019	47002	MICHIGAN ELECTRIC SUPPLY COMPANY	BACK SUPPORT (3)	63.00
08/29/2019	47003	MICHIGAN PIPE AND VALVE	HYDRANT REPLACEMENT	2,012.27
			MARKING FLAG BLUE OR GREEN (2)	32.00
				<u>2,044.27</u>
08/29/2019	47004	RWS OF MID MICHIGAN	WASTE CONTAINER 6 CU YD	33.00
08/29/2019	47005	RWS OF MID MICHIGAN	AUG 2019 FY20 GARBAGE/RECYCLING/YARD WAS	23,739.27
08/29/2019	47006	SEASONAL WOOD PRODUCTS LLC	STORM DAMAGE	20,392.50
			TREE TRIMMING AND REMOVAL	3,150.00
				<u>23,542.50</u>
08/29/2019	47007	SHERWIN WILLIAMS	WHITE PAINT (36)	396.72
08/29/2019	47008	SIMEN FIGURA & PARKER PLC	JULY 2019 MONTHLY INVOICE	1,904.00
08/29/2019	47009	STANDARD ELECTRIC COMPANY	VOLTAGE TESTER	15.53
08/29/2019	47010	STATE OF MICHIGAN	STATE DIST 5-50 LAND BANK PMT	554.24
08/29/2019	47011	STATE OF MICHIGAN-DEQ WTR	DRINKING WATER LAB TESTING	128.00
08/29/2019	47012	SUBURBAN AUTO SUPPLY	FITTINGS (2)/HOSE	40.97
			MINI LAMP	2.99
				<u>43.96</u>
08/29/2019	47013	TERRY LOCKHART	58-01-100-019 7512 GROVE ROOF REPLACEMEN	6,127.50
08/29/2019	47014	TUCKER PLUMBING	REPLACE SINK, BARS/REPAIR DRAIN PIPE	430.00
08/29/2019	47015	VERNON OUTDOOR EQUIP SMALL ENGINE	TRIMMER HEAD COVER (4)	44.00
08/29/2019	47016	ZACHARY MATTHEW COE	ABRAMS PARK DEPOSIT REFUND 8/17/19 #2	100.00
			ABRAMS PARK DEPOSIT REFUND 8/17/19 #3	100.00
				<u>200.00</u>
GEN TOTALS:				
Total of 155 Checks:				649,627.54
Less 0 Void Checks:				0.00
Total of 155 Disbursements:				<u>649,627.54</u>

FANG ACTIVITY REPORT

August 2019

08/01 – FANG detectives conducted 2 separate search warrants. As a result FANG seized 90 grams of heroin/fentanyl, 1 drug press and approximately \$15,500 in cash.

08/06 – FANG detectives utilized a confidential informant to conduct a controlled purchase of crack cocaine from a known dealer. The investigation is ongoing.

08/07 – FANG detectives utilized an undercover officer to purchase heroin from a know dealer. The investigation is ongoing.

08/08 – FANG detectives assisted the ATF with surveillance on a known drug dealer in the Genesee County area. The detail concluded with the ATF conducting a search warrant at the suspect's house.

08/13 - FANG detectives with the help of HSI and US Postal intercepted five packages that were addressed to 3 different addresses in Genesee County. The packages, which were from Germany, contained over 7 kilos of ecstasy. Controlled deliveries were conducted and search warrants executed at the 3 locations, Fenton, Grand Blanc and Linden. Several arrests were made and the investigation is ongoing.

08/16 – As a result of further investigation into the case referenced on 08/13. FANG detectives were able to intercept another package from Germany headed to Fenton. This package contained 3 kilos of MDMA and 1 kilo of Ketamine.

08/19 – FANG detectives were contacted by Linden PD and informed that a package was sitting at the doorstep of the address that was raided on 08/13. Detectives arrived at the scene and discovered that the package looked identical to the ones that had been intercepted on 08/13. A search warrant was obtained to seize and open the package. Inside FANG detectives found 1 kilo of Ketamine.

08/21 – FANG detectives executed 2 search warrants at the addresses of known drug dealers. As a result, FANG detectives seized approximately 1 ounce of crack and heroin, 1 assault rifle, one pistol and approximately \$3,200 in cash. Three arrests were made.

08/26 – After conducting surveillance on a suspected drug house in Mt. Morris, FANG detectives were able to obtain a search warrant for the residence. The house which had been raided by FANG earlier in the summer was back up and selling crack cocaine.

08/27 – FANG detectives conducted 2 separate undercover buys. The first buy was of crack cocaine. The dealer was identified and the investigation is ongoing. The second buy was of heroin. That dealer was also identified and the case pends further investigation.

08/28 – FANG detectives assisted MAGNET with several marijuana grows in Shiawassee County. In all over 300 marijuana plants were found in several corn fields. The plants were eradicated and destroyed.

08/29 – FANG detectives conducted an undercover buy of heroin from a high-level dealer in Flint Twp. The investigation is ongoing.

Metro Police Authority Offense Summary

For Swartz Creek

Occurred 8/1/2019 - 8/31/2019

Offense	Total Offenses
1306 - 13002 - Aggravated/Felonious Assault - Non-Family - Strong Arm	1
1313 - 13001 - Assault and Battery/Simple Assault	3
1381 - 13003 - Aggravated Stalking (Felony)	1
1382 - 13003 - Stalking (Misdemeanor)	1
2202 - 22001 - Burglary - Forced Entry - Residence (Including Home Invasion)	2
2308 - 23003 - Larceny - From Building (Includes library, office used by public, etc)	2
2309 - 23007 - Larceny - From Yards (Grounds surrounding a building)	2
2607 - 26001 - Fraud - False Statements	1
2676 - 26006 - No-Account Check	1
2699 - 26001 - Fraud (Other)	1
2804 - 28000 - Stolen Property - Possessing	1
2902 - 29000 - Damage to Property - Private Property	2
2903 - 29000 - Damage to Property - Public Property	2
2999 - 29000 - Damage to Property (other)	1
3074 - 30002 - Retail Fraud Theft 2nd Degree	1
3075 - 30003 - Retail Fraud Refund/Exchange 1st Degree	1
3546 - 35001 - Methamphetamine - Deliver	1
3699 - 36004 - Sex Offense (Other)	1
4801 - 48000 - Resisting Officer	1
5006 - 50000 - Obstructing Justice	1
5007 - 50000 - Obstructing Court Order	1
5015 - 50000 - Failure to Appear	4
5275 - 52001 - Possession of Firearm in Commission of Crime	1
8011 - 54001 - Motor Vehicle Accident - Failed to Stop and Identify	1
8273 - 54003 - Traffic - Driving on Susp/Revoked/Refused License	5
8277 - 54003 - Traffic - Registration Law Violations	1
8280 - 54003 - Traffic - No Proof of Insurance	1
8920 - 89003 - Violation - Insurance - Fail to File PLPD Insurance	1
9910 - 93001 - Traffic, Non-Criminal - Accident	3
9911 - 93002 - Traffic, Non-Criminal - Non-Traffic Accident	3
9943 - 98007 - Inspections/Investigations - Suspicious Situations	4

Metro Police Authority Offense Summary

For Swartz Creek

Occurred 8/1/2019 - 8/31/2019

Offense	Total Offenses
9944 - 98008 - Inspections/Investigations - Lost and Found Prop	1
9945 - 98009 - Inspections/Investigations - Drug Overdose	1
9947 - 99002 - Miscellaneous - Natural Death	2
9953 - 99008 - Miscellaneous - General Assistance	1
Total	57

City of Swartz Creek

Building Permit List

2019

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
Building							
PB1900054	08/06/19	Lockhart Roofing Co.	(810) 235 9866	58-03-579-006	\$6,102	\$100.00	5386 DON SHENK DR 48473-Roofing
PB1900055	08/06/19	Lockhart Roofing Co.	(810) 235 9866	58-01-100-019	\$5,745	\$100.00	7512 GROVE ST 48473-Roofing
PB1900056	08/07/19	White & Sons Roofing LLC	(810) 691 9266	58-02-526-062	\$0	\$100.00	8253 MILLER RD 48473-Roofing
PB1900057	08/12/19	Goods Roofing, Inc	(810) 653 7663	58-35-776-040	\$0	\$100.00	40 SOMERSET ST 48473-Roofing
PB1900059	08/14/19	TAMARA TAYLOR		58-35-776-164	\$2,016	\$145.00	164 BROOKFIELD 48473-Res Deck
PB1900060	08/28/19	J.W. Morgan Construction	(810) 635 9228	58-03-533-066	\$15,000	\$352.00	5212 GREENLEAF DR 48473-Res Garage detached
PB1900061	08/20/19	William Harris	(401) 641 1113	58-35-400-018	\$8,000	\$195.00	8250 MILLER RD 48473 Com Add/Alter/Repair
PB1900062	08/21/19	KERR, PAUL		58-03-531-108	\$0	\$100.00	9209 OAKVIEW DR 48473-Roofing
Total:		8 Permits	Value: \$36,863		Fee Total: \$1,192.00		Total Number of Dwelling Units 0

Electrical							
PE1900038	08/01/19	Conti Corporation	(586) 274 4800	58-35-576-031	\$0	\$140.00	4459 FORTINO DR 48473-Electrical
PE1900039	08/13/19	Martin Electric Co	(810) 720 1911	58-02-200-023	\$0	\$140.00	5152 MORRISH RD 48473-Electrical
PE1900040	08/13/19	Martin Electric Co	(810) 720 1911	58-02-200-023	\$0	\$140.00	5152 MORRISH RD 48473-Electrical
PE1900041	08/14/19	Steele's Electric Inc	(989) 529 4671	58-35-776-129	\$0	\$145.00	129 ASHLEY CIR 48473-Electrical
PE1900042	08/15/19	LJ Electric LLC	(810) 644 7769	58-36-676-067	\$0	\$134.00	4282 LINDSEY DR 48473 Electrical
PE1900043	08/20/19	Breakers Electric	(248) 587 7715	58-36-300-033	\$0	\$205.00	7335 MILLER RD 48473-Electrical
Total:		6 Permits	Value: \$0		Fee Total: \$904.00		Total Number of Dwelling Units 0

Mechanical							
PM1900063	08/01/19	Goyette Mechanical	(810) 742 8530	58-02-552-004	\$0	\$160.00	5342 DON SHENK DR 48473-Mechanical

City of Swartz Creek

Building Permit List

2019

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
PM190064	08/01/19	Adkisson & Sons Htg & Clg Inc	(810) 695 9300	58-02-502-003	\$0	\$160.00	5228 WORCHESTER DR 48473-Mechanical
PM190065	08/05/19	Goyette Mechanical	(810) 742 8530	58-36-528-002	\$0	\$135.00	7104 PARK RIDGE PKWY 48473-Mechanical
PM190066	08/12/19	Goyette Mechanical	(810) 742 8530	58-36-676-028	\$0	\$135.00	7252 MAPLECREST CIR 48473-Mechanical
PM190067	08/14/19	Adkisson & Sons Htg & Clg Inc	(810) 695 9300	58-36-651-222	\$0	\$160.00	7358 CROSSCREEK DR 48473-Mechanical
PM190068	08/15/19	LJ Electric LLC	(810) 644 7769	58-36-676-067	\$0	\$165.00	4282 LINDSEY DR 48473 Mechanical
PM190069	08/29/19	Capitol Supply & Service	(810) 785 4785	58-35-776-032	\$0	\$160.00	32 BROOKFIELD 48473-Mechanical
PM190070	08/29/19	Capitol Supply & Service	(810) 785 4785	58-35-776-018	\$0	\$160.00	18 BROOKFIELD 48473-Mechanical
PM190071	08/29/19	Capitol Supply & Service	(810) 785 4785	58-35-776-045	\$0	\$160.00	45 KINGSLEY 48473-Mechanical

Total: 9 Permits Value: \$0 Fee Total: \$1,395.00 Total Number of Dwelling Units 0

Plumbing

PP190018	08/05/19	Blessing Co.	(810) 694 4861	58-30-651-031	\$0	\$134.00	3460 HERITAGE BLVD 48473-Plumbing
PP190019	08/08/19	Woodhouse Plumbing & Heatin	(269) 207 1540	58-35-576-057	\$0	\$135.00	8138 MILLER RD 48473-Plumbing

Total: 2 Permits Value: \$0 Fee Total: \$269.00 Total Number of Dwelling Units 0

Right of Way

PROW-0148	08/12/19	CONSUMERS ENERGY COR		58-31-200-017	\$0	\$100.00	6273 MILLER RD 48473-Right of way
PROW-0149	08/28/19	JW MORGAN CONSTRUCTIO		58-03-533-066	\$0	\$100.00	5212 GREENLEAF DR 48473-Right of way
PROW-0150	08/26/19	KAUL, MARTIN J & ROBERT		58-03-533-016	\$0	\$0.00	9155 OAKVIEW DR 48473-Right of way

Total: 3 Permits Value: \$0 Fee Total: \$200.00 Total Number of Dwelling Units 0

City of Swartz Creek Building Permit List 2019

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
Zoning							
PZ19-0018	08/19/19	PORN, PATRICK		58-03-534-042	\$2,500	\$25.00 9292 JILL MARIE LN	48473-Fence
PZ19-0019	08/28/19	ROWLEY, JACQUELINE & C		58-03-531-094	\$500	\$25.00 9210 OAKVIEW DR	48473-Shed
PZ19-0020	08/30/19	TWA Construction	(989) 288 0821	58-03-531-068	\$1,680	\$25.00 5234 SEYMOUR RD	48473-Fence
Total:		3 Permits		Value: \$4,680		Fee Total: \$75.00	Total Number of Dwelling Units 0

Permit Total: 31 Value: \$41,543 Fee Total: \$4,035.00

Permit.DateIssued Between 8/1/2019 12:00:00 AM AND 8/31/2019 11:59:59 PM

Certificates With Inspections

09/04/2019

Certificate Number	Address	Date Applied	Since	Issued	Last Inspection	Expires	Status
CR160028	5438 MILLER RD	02/08/2016	02/08/2016	08/21/2019	08/21/2019	08/21/2021	Certified
Reinspection	MATT	Matt Hart	Completed	Complied			
Initial	Jkey	Matt Hart	Completed	Violation(s)			
CR160123	5124 WINSHALL DR	07/20/2018	07/20/2018	08/13/2019	08/13/2019	08/13/2021	Certified
Follow Up	JKEY	Matt Hart	Completed	Complied			
Initial	JKEY	Matt Hart	Completed	Violation(s)			
CR180003	5141 DAVAL DR	01/17/2018	01/17/2018	08/27/2019	08/13/2019	08/27/2021	Certified
Reinspection	MATT	Matt Hart	Completed	Complied			
Initial	JKEY	Matt Hart	Completed	Violation(s)			
Initial	JKEY	Matt Hart	Completed	Locked Out			
CR180004	5288 GREENLEAF DR	01/17/2018	01/17/2018	08/13/2019	08/13/2019	08/13/2021	Certified
Reinspection	MATT	Matt Hart	Completed	Complied			
Initial	JKEY	Matt Hart	Completed	Violation(s)			
CR190044	5212 WINSHALL DR	03/08/2019	03/08/2019	08/12/2019	08/12/2019	08/12/2021	Certified
Reinspection	MATT	Matt Hart	Completed	Complied			
Initial	JKEY	Matt Hart	Completed	Violation(s)			
CR190056	6230 BAINBRIDGE DR	08/05/2019	08/05/2019	08/05/2019	08/20/2019	08/20/2021	Certified
Initial	JKEY	Matt Hart	Completed	Complied			
Initial	KBROWN	Matt Hart	Completed	Locked Out			
CR190057	5274 WINSHALL DR	08/08/2019	08/08/2019	08/08/2019		08/08/2021	Suspended
Initial	JKEY	Matt Hart	Scheduled				
CR190058	5398 DON SHENK DR	08/08/2019	08/08/2019	08/08/2019		08/08/2021	Suspended
Initial	KBROWN	Matt Hart	Scheduled				
CR190075	8403 CAPPY LN	08/29/2019	08/29/2019	08/29/2019		08/29/2021	Suspended
Initial	JKEY	Matt Hart	Scheduled				

Certificates With Inspections

09/04/2019

Certificate Number	Address	Date Applied	Since	Issued	Last Inspection	Expires	Status
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Certificate.DateIssued Between 8/1/2019 12:00:00 AM
AND 8/31/2019 11:59:59 PM

Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
8138 MILLER RD	58-35-576-057	Final Zoning	08/01/2019	08/01/2019	Approved
7223 LINDSEY DR	58-36-676-043	Final	08/01/2019	08/01/2019	Approved
7237 LINDSEY DR	58-36-676-041	Final	08/01/2019	08/01/2019	Approved
4288 LINDSEY DR	58-36-676-066	Final	08/01/2019	08/01/2019	Approved
7181 LINDSEY DR	58-36-676-049	Final	08/01/2019	08/01/2019	Approved
7209 LINDSEY DR	58-36-676-045	Final	08/01/2019	08/01/2019	Approved
4282 LINDSEY DR	58-36-676-067	Final	08/01/2019	08/01/2019	Approved
7205 LINDSEY DR	58-36-676-046	Final	08/01/2019	08/01/2019	Approved
4292 LINDSEY DR	58-36-676-065	Final	08/01/2019	08/01/2019	Approved
4278 LINDSEY DR	58-36-676-068	Final	08/01/2019	08/01/2019	Approved
7219 LINDSEY DR	58-36-676-044	Final	08/01/2019	08/01/2019	Approved
7247 LINDSEY DR	58-36-676-040	Final	08/01/2019	08/01/2019	Approved
5152 MORRISH RD	58-02-200-023	Status	08/01/2019	08/01/2019	Partially Compliant
4062 MORRISH RD	58-35-200-005	Status	08/01/2019	08/01/2019	No Violation
4268 SPRINGBROOK DR	58-36-651-181	Final	08/01/2019	08/01/2019	Approved
8138 MILLER RD	58-35-576-057	Final	08/01/2019	08/01/2019	Disapproved
5032 BRADY ST	58-02-527-007	Status	08/05/2019	08/05/2019	No Change
7317 BRISTOL RD	58-36-100-006	Status	08/05/2019	08/06/2019	Partially Compliant
5331 GREENLEAF DR	58-03-533-099	Status	08/05/2019	08/06/2019	Complied
7084 MILLER RD	58-36-576-012	Final Zoning	08/05/2019	08/05/2019	Approved
5120 WINSTON DR	58-02-501-047	Final-Admin	08/05/2019	08/05/2019	Approved
144 KINGSLEY	58-35-776-144	Final-Admin	08/05/2019	08/05/2019	Approved
7070 MILLER RD A	58-36-576-012	Final-Admin	08/05/2019	08/05/2019	Approved
31 BROOKFIELD	58-35-776-031	Final-Admin	08/05/2019	08/05/2019	Approved
6365 AUGUSTA ST	58-30-651-005	Final	08/05/2019	08/05/2019	Approved
5482 MILLER RD	58-29-551-003	Right of Way	08/05/2019	08/05/2019	Approved
5142 HELMSLEY DR	58-03-532-010	Right of Way	08/05/2019	08/05/2019	Approved
5360 GREENLEAF DR	58-03-533-046	Right of Way	08/05/2019	08/05/2019	Approved
5025 FAIRCHILD ST	58-02-526-064	Right of Way	08/05/2019	08/05/2019	Approved
5243 DURWOOD DR	58-03-533-168	Right of Way	08/05/2019	08/05/2019	Approved
5342 DON SHENK DR	58-02-552-004	Right of Way	08/05/2019	08/05/2019	Approved
5403 WINSHALL DR	58-03-580-010	Right of Way	08/05/2019	08/05/2019	Approved
7105 YARMY DR	58-36-526-031	Right of Way	08/05/2019	08/05/2019	Approved
9200 YOUNG DR	58-03-531-151	Right of Way	08/05/2019	08/05/2019	Approved
9200 YOUNG DR	58-03-531-151	Final	08/06/2019	08/06/2019	Approved
9200 YOUNG DR	58-03-531-151	Final	08/06/2019	08/06/2019	Approved

Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
8138 MILLER RD	58-35-576-057	Final	08/06/2019	08/06/2019	Approved
8138 MILLER RD	58-35-576-057	Final	08/06/2019	08/06/2019	Approved
4177 MOUNTAIN ASH LN	58-36-529-020	Final	08/06/2019	08/06/2019	Approved
8138 MILLER RD	58-35-576-057	Rough & Final	08/06/2019	08/06/2019	Approved
8138 MILLER RD	58-35-576-057	Final	08/06/2019	08/06/2019	Partially Approv
8138 MILLER RD	58-35-576-057	Fire Alarm System	08/06/2019	08/06/2019	Disapproved
8138 MILLER RD	58-35-576-057	Final	08/06/2019	08/06/2019	Partially Approv
3336 HERITAGE BLVD	58-30-651-083	Final Zoning	08/07/2019	08/07/2019	Approved
7056 PARK RIDGE PKWY	58-36-527-013	Final Zoning	08/07/2019	08/07/2019	Approved
7030 MILLER RD	58-36-576-015	Site Inspection	08/07/2019	08/07/2019	No Violation
4237 ELMS RD	58-31-100-025	Final	08/07/2019	08/07/2019	Approved
4459 FORTINO DR	58-35-576-031	Final	08/08/2019	08/08/2019	Approved
8138 MILLER RD	58-35-576-057	Final	08/08/2019	08/08/2019	Approved
8138 MILLER RD	58-35-576-057	Final	08/08/2019	08/12/2019	Approved
8138 MILLER RD	58-35-576-057	Final	08/08/2019	08/12/2019	Approved
8138 MILLER RD	58-35-576-057	Fire Alarm System	08/08/2019	08/08/2019	Approved
5285 WORCHESTER DR	58-02-551-013	Status	08/12/2019	08/12/2019	Complied
5366 WINSHALL DR	58-02-553-001	Status	08/12/2019	08/12/2019	No Change
5387 MILLER RD	58-32-100-006	Status	08/12/2019	08/12/2019	Complied
3317 ELMS RD	58-30-551-013	Status	08/12/2019	08/12/2019	Complied
5472 MILLER RD	58-29-551-002	Status	08/12/2019	08/12/2019	Partially Complie
5019 HAYES ST	58-02-529-006	Status	08/12/2019	08/12/2019	Partially Complie
5192 WORCHESTER DR	58-02-502-009	Status	08/12/2019	08/12/2019	Partially Complie
5079 SCHOOL ST	58-02-526-012	Status	08/12/2019	08/12/2019	No Change
7041 MILLER RD	58-36-577-010	Status	08/12/2019	08/12/2019	No Change
7029 MILLER RD	58-36-577-008	Status	08/12/2019	08/12/2019	No Change
5212 WINSHALL DR	58-02-553-023	Reinspection	08/12/2019	08/12/2019	Complied
9214 JILL MARIE LN	58-03-534-047	Site Inspection	08/12/2019	08/12/2019	Complied
8138 MILLER RD	58-35-576-057	Final	08/12/2019	08/12/2019	Approved
8253 MILLER RD	58-02-526-062	Final	08/12/2019	08/12/2019	Approved
7221 BRISTOL RD	58-36-200-020	Backfill	08/12/2019	08/12/2019	Approved
7489 GROVE ST	58-01-100-010	Status	08/13/2019	08/13/2019	Partially Complie
5192 WORCHESTER DR	58-02-502-009	Status	08/13/2019	08/13/2019	Partially Complie
5288 GREENLEAF DR	58-03-533-057	Reinspection	08/13/2019	08/13/2019	Complied
5141 DAVAL DR	58-02-501-007	Reinspection	08/13/2019	08/13/2019	Complied
5363 DON SHENK DR	58-02-552-021	Reinspection	08/13/2019	08/13/2019	Complied

Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
5377 DURWOOD DR	58-03-533-182	Final	08/13/2019	08/13/2019	Approved
8138 MILLER RD	58-35-576-057	Right of Way	08/13/2019	08/13/2019	Approved
8138 MILLER RD	58-35-576-057	Right of Way	08/13/2019	08/13/2019	Approved
8138 MILLER RD	58-35-576-057	Right of Way	08/13/2019	08/13/2019	Approved
5124 WINSHALL DR	58-02-503-083	Follow Up	08/13/2019	08/13/2019	Complied
5354 MILLER RD	58-29-551-014	Initial	08/14/2019	08/14/2019	Violation(s)
6280 CONCORD DR	58-30-651-078	Initial	08/14/2019	08/14/2019	Complied
5131 HELMSLEY DR	58-03-528-011	Rough	08/14/2019	08/14/2019	Approved
4131 MORRISH RD	58-36-100-015	Right of Way	08/14/2019	08/14/2019	Approved
5152 MORRISH RD	58-02-200-023	Status	08/15/2019	08/15/2019	No Change
5148 DON SHENK DR	58-02-503-019	Final Zoning	08/15/2019	08/15/2019	Approved
3460 HERITAGE BLVD	58-30-651-031	Final	08/15/2019	08/15/2019	Approved
129 ASHLEY CIR	58-35-776-129	Final	08/15/2019	08/15/2019	Approved
8002 MILLER RD	58-35-576-049	Partial Final-Upstairs	08/15/2019	08/15/2019	Approved
8051 MAPLE ST	58-02-530-013	Final	08/15/2019	08/15/2019	Approved
7512 GROVE ST	58-01-100-019	Final	08/15/2019	08/15/2019	Approved
5032 BRADY ST	58-02-527-007	Status	08/19/2019	08/20/2019	Partially Complied
5192 WORCHESTER DR	58-02-502-009	Status	08/19/2019	08/20/2019	Partially Complied
129 ASHLEY CIR	58-35-776-129	Final	08/19/2019	08/19/2019	Approved
7335 MILLER RD	58-36-300-033	Service	08/20/2019	08/20/2019	Approved
8103 CRAPO ST	58-02-530-042	Status	08/20/2019	08/20/2019	Partially Complied
6230 BAINBRIDGE DR	58-30-651-097	Initial	08/20/2019	08/20/2019	Complied
5438 MILLER RD	58-29-551-006	Reinspection	08/21/2019	08/21/2019	Complied
8250 MILLER RD	58-35-400-018	Post Hole	08/21/2019	08/21/2019	Approved
5131 HELMSLEY DR	58-03-528-011	Rough	08/21/2019	08/21/2019	Approved
MILLER RD	58-36-400-011	Meeting	08/22/2019	08/22/2019	Partially Approved
164 BROOKFIELD	58-35-776-164	Post Hole	08/26/2019	08/26/2019	Approved
5019 HAYES ST	58-02-529-006	Status	08/27/2019	08/27/2019	Partially Complied
5366 WINSHALL DR	58-02-553-001	Status	08/27/2019	08/27/2019	Complied
5079 SCHOOL ST	58-02-526-012	Status	08/27/2019	08/27/2019	Complied
5472 MILLER RD	58-29-551-002	Status	08/27/2019	08/27/2019	No Change
5192 WORCHESTER DR	58-02-502-009	Status	08/27/2019	08/27/2019	Partially Complied
8002 MILLER RD	58-35-576-049	Partial Final-Upstairs	08/27/2019	08/27/2019	Approved
8002 MILLER RD	58-35-576-049	Partial Final-Upstairs	08/27/2019	08/27/2019	Disapproved
9209 OAKVIEW DR	58-03-531-108	Open Roof	08/27/2019	08/27/2019	Disapproved
8103 CRAPO ST	58-02-530-042	Status	08/27/2019	08/27/2019	Partially Complied

Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
40 SOMERSET ST	58-35-776-040	Final	08/28/2019	08/28/2019	Approved
7358 CROSSCREEK DR	58-36-651-222	Final	08/29/2019		

Inspections: 110

Population: All Records

Inspection.DateTimeScheduled Between 8/1/2019 12:00:00 AM AND 8/31/2019 11:59:59 PM

Enforcements By Category

09/04/19

BLIGHT

Enforcement Number	Address	Status	Filed	Closed
E19-080	9214 JILL MARIE LN	Closed	08/12/19	08/12/19
			Total Entries: 1	

SIGNS

Enforcement Number	Address	Status	Filed	Closed
E19-079	7030 MILLER RD	No Violation	08/07/19	08/07/19
			Total Entries: 1	

Total Records: 2

Population: All Records
Enforcement.DateFiled Between 8/1/2019 12:00:00 AM AND 8/31/2019 11:59:00 PM

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
PARK AND RECREATION ADVISORY BOARD
MINUTES OF REGULAR MEETING
September 4, 2019

Meeting called to order at 5:34 p.m. by Chairperson Hicks at the Paul D. Bueche Municipal Building.

Members Present: Larry Cummings, Jentery Farmer, James Barclay, Rick Henry, Rae Lynn Hicks, Samantha Fountain, Connie Eskew, Joe Perrault, & Trudy Plumb.

Members Absent: None.

Staff Present: Adam Zettel & Adam Zettel

Others Present: Erik Jamison, Dawn Jamison, Lania Rocha, Walk Melen, & Bob Plumb.

APPROVAL OF AGENDA: Motion by Henry to approve agenda of September 4, 2019, support by Fountain. Motion carried by voice consent.

APPROVAL OF MINUTES: Motion by Henry to approve minutes of August 7, 2019, support by Cummings. Motion carried by voice consent.

MEETING OPEN TO THE PUBLIC: None. Mrs. Hicks read a thank you letter from the Chamber of Commerce. There is also a letter available from Mrs. Hicks to the Park Board that Adam was unable to locate during the meeting.

COMMUNICATIONS TO THE BOARD:

- A. August 7, 2019 Minutes
- B. Staff Letter
- C. Holland Square Usage Guidelines
- D. Disc Golf Packet (delivered at meeting)

REPORTS:

- A. DPW REPORT: The dog park fencing is up, with one section exception. Grass planting will be done by the city.

Motion by Henry to lock the dog park for a time period to enable the grass to grow, support by Barclay. Motion carried by voice vote.

Tom is considering soccer nets for Abrams Park based upon observations of users. The cost for standard goals (8x24) is \$3,186 for two. Smaller goals are available.

Elms Park tot lot benches are apparently missing.

BUSINESS:

- A. Dog Park: A dedication is planned for October 2nd at 5:30 pm (during the regular meeting). Scouts will send invites and thank you notes. The city will assist in promoting the event.
- B. Holland Square Guidelines: Changes were made to note the purpose for the early registration window; allow for all applicant types that meet the standards; to extend the guidelines to other lots.

Motion by Perrault to recommend approval of the draft lot use guidelines to the city council, as amended, support by Henry. Motion carried by voice vote.

- C. Jeepers Creekers: The park board will participate. Members are asked to bring candy to the October meeting. Volunteers are needed.
- D. Playscape Stain: There will be a stain date on Saturday, September 14th from 10am-2pm. Rae Lynn will get with Tom to plan the event. Volunteers are needed.
- E. Disc Golf: Local disc golf leaders attended the meeting and performed a disc golf demonstration. The spoke of the local and national disc golf scene. They also indicated how they could help plan, fundraise, and potentially operate a disc golf course on the Bristol Road property.

Motion by Henry to recommend the city council enable a steering committee to be formed by the park board to propose a plan for disc golf on the Bristol Road property, support by Plumb. Motion carried by voice consent.

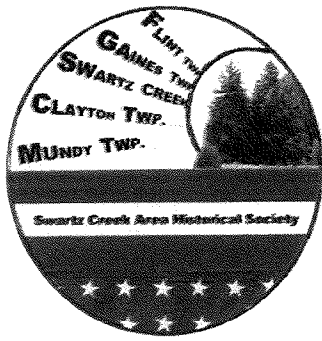
MEETING OPEN TO THE PUBLIC: Mr. Jamison supported the disc golf concept and the Holland Square use guidelines. He hopes that free vending without council approval does not become the norm.

BOARD MEMBER COMMENTS: Plumb was impressed by disc golf. Cummings like the disc golf idea. Fountain supported disc golf as well.

ADJOURNMENT: Meeting adjourned at 7:04 p.m.

NEXT MEETING: October 2, 2019, 5:30 p.m. at the dog park in Elms Park.

Connie Olger, Secretary



swartzcreekhistory.com

SWARTZ CREEK AREA HISTORICAL SOCIETY

11353 COOK ROAD, GAINES, MI 48436

August 22, 2019

City Council
City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473

Dear Councilmembers,

The Swartz Creek Area Historical Society will be celebrating the 60th Anniversary of Swartz Creek becoming a City, at our meeting Wednesday, September 11, 2019, at 7 pm, in Council Chambers at City Hall. There will be a slide presentation of the City's history and refreshments to follow. We would be honored to have you attend. Thank you.

Yours truly,

Susan Swan

"It is the mission of the Swartz Creek Area Historical Society to keep alive the chronicle of our community's yesterdays, todays and tomorrows in the hearts and minds of those around us".

**President-Susan Swan — Vice President-Christine Campbell—Secretary-Angie Buda—Treasurer-Tim Buda
Trustees-Jim Barclay—Bill Miller—Valerie Sharp—David Spillane—Lisa Spillane—Paul Williams**

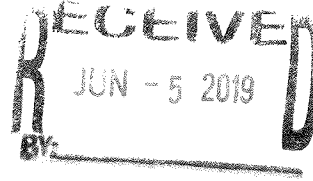


STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

GRETCHEN WHITMER
GOVERNOR

RACHAEL EUBANKS
STATE TREASURER

May 29, 2019



Adam Zettel, City Manager
City of Swartz Creek, Genesee County
8083 Civic Drive
Swartz Creek, MI 48473

Dear Adam Zettel:

The State Tax Commission at their May 28, 2019 meeting approved the enclosed Certificate of Achievement. This certificate acknowledges the City of Swartz Creek, Genesee County for receiving a perfect score on their 2019 AMAR Review. The Commission wishes to congratulate the City and thank you for your continued efforts to provide fair and equitable assessing in the State of Michigan.

Sincerely,

David A. Buick, Acting Executive Director
State Tax Commission

Enc: Certificate of Achievement

Cc: Local Unit Clerk
Local Unit Assessor
Equalization Director

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

Authority: 1937 PA 306 Penalty: Failure to provide information may result in the denial of your request.	LARA is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.
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SCHOOL DISTRICT				
NAME OF SCHOOL DISTRICT Swartz Creek Community Schools				COUNTY Genesee
ADDRESS 8354 Cappy Lane				
CITY Swartz Creek	STATE MI	ZIP CODE 48473	TELEPHONE NUMBER (Include Area Code) 810.591.2300	FAX NUMBER (Include Area Code) 810.591.2784
PRIMARY CONTACT PERSON Ben Mainka		TITLE Superintendent	E-MAIL ADDRESS bmainka@swcrk.org	

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

LOCAL UNIT OF GOVERNMENT / CODE ENFORCING AGENCY				
NAME OF LOCAL UNIT OF GOVERNMENT City of Swartz Creek				COUNTY Genesee
ADDRESS 8083 Civic Drive				
CITY Swartz Creek	STATE MI	ZIP CODE 48473	TELEPHONE NUMBER (Include Area Code) 810.635.4464	FAX NUMBER (Include Area Code) 810.635.2887
PRIMARY CONTACT PERSON Adam Zettel		TITLE City Manager	E-MAIL ADDRESS azettel@cityofswartzcreek.org	

By checking the boxes below you are certifying the following:

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

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

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

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

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
STREET CLOSURE/USE APPLICATION

DATE OF REQUEST: 9. 24-19

SPONSOR ORGANIZATION: Jeepers Creekers

AUTHORIZED REPRESENTATIVE: Robert Fitzpatrick

WORK ADDRESS: _____ HOME ADDRESS: 4976 Van Fleet Rd, Swartz Creek

PHONE NO: WORK (616) 635-2300 HOME: () _____ CELL: (616) 275-8621

TYPE OF EVENT: (check box)

PARADE ** (Draw Route on Attached Map)

CARNIVAL

FOOT/BIKE RACE

CRAFT SHOW

CONCERT

OTHER: Down Town Hoedown

DATE OF EVENT: 10/05/2019

TIME OF EVENT: FROM: 11am AM/ PM TO: 11 AM/ PM

ESTIMATED NUMBER OF PARTICIPANTS: 300

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

Bicentennial park for Farmers market, Holland st, and Holland Square for kids games and Hoedown
crafts, kids games, Live Music, Dancing and BBQ

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

FOR: Jeepers Creekers
(Organization)

BY: Robert Fitzpatrick
(Authorized Representative)

APPROVED BY: [Signature]
(Chief of Police)

(Street Administrator)

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

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

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

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
STREET CLOSURE/USE APPLICATION

DATE OF REQUEST: 8-24-2019
SPONSOR ORGANIZATION: Jeepers Creekers / Swartz Creek area Chamber of Commerce
AUTHORIZED REPRESENTATIVE: Lania Rocha
WORK ADDRESS: 5023 Holland Dr Swartz Creek HOME ADDRESS: _____
PHONE NO: WORK (616) 733-8882 HOME: () _____ CELL: (734) 332-2055

TYPE OF EVENT: (check box)

PARADE ** (Draw Route on Attached Map) CARNIVAL
FOOT/BIKE RACE CRAFT SHOW
CONCERT OTHER: Festival

DATE OF EVENT: 10 / 26 / 19
TIME OF EVENT: FROM: 2:30 AM/PM PM TO: 9:30 AM/PM PM
ESTIMATED NUMBER OF PARTICIPANTS: 1200

DESCRIPTION OF EVENT; NOTE STREETS REQUESTED TO BE CLOSED/USED:
Fall Family Fun Night. Street closures request Miller Rd. between Holland Dr and Hayes St. Use of Holland Square. Use of Bicentennial Park.

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

FOR: Jeepers Creekers (Organization) BY: Lania Rocha (Authorized Representative)

APPROVED BY: [Signature] (Chief of Police) _____ (Street Administrator)

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

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

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

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
STREET CLOSURE/USE APPLICATION

DATE OF REQUEST: 8-24-2019
SPONSOR ORGANIZATION: Jeepers Creekers / Swartz Creek Area Chamber of Commerce
AUTHORIZED REPRESENTATIVE: Lania Rocha / Janell Jagger
WORK ADDRESS: _____ HOME ADDRESS: 8169 Miller Rd. Swartz Creek
PHONE NO: WORK () _____ HOME: () _____ CELL: (810) 893-3413

TYPE OF EVENT: (check box)

PARADE ** (Draw Route on Attached Map)

CARNIVAL

FOOTBIKE RACE

CRAFT SHOW

CONCERT

OTHER: _____

DATE OF EVENT: 10/12/19

TIME OF EVENT: FROM: 9 AM/PM TO: 12 AM/PM

ESTIMATED NUMBER OF PARTICIPANTS: 150

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

Costume 5k foot race. No street closures are requested. Race starts at High School, through the village and back to High School. (See attached map).

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

FOR: Jeepers Creekers
(Organization)

BY: Janell Jagger
(Authorized Representative)

APPROVED BY: [Signature]
(Chief of Police)

(Street Administrator)

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

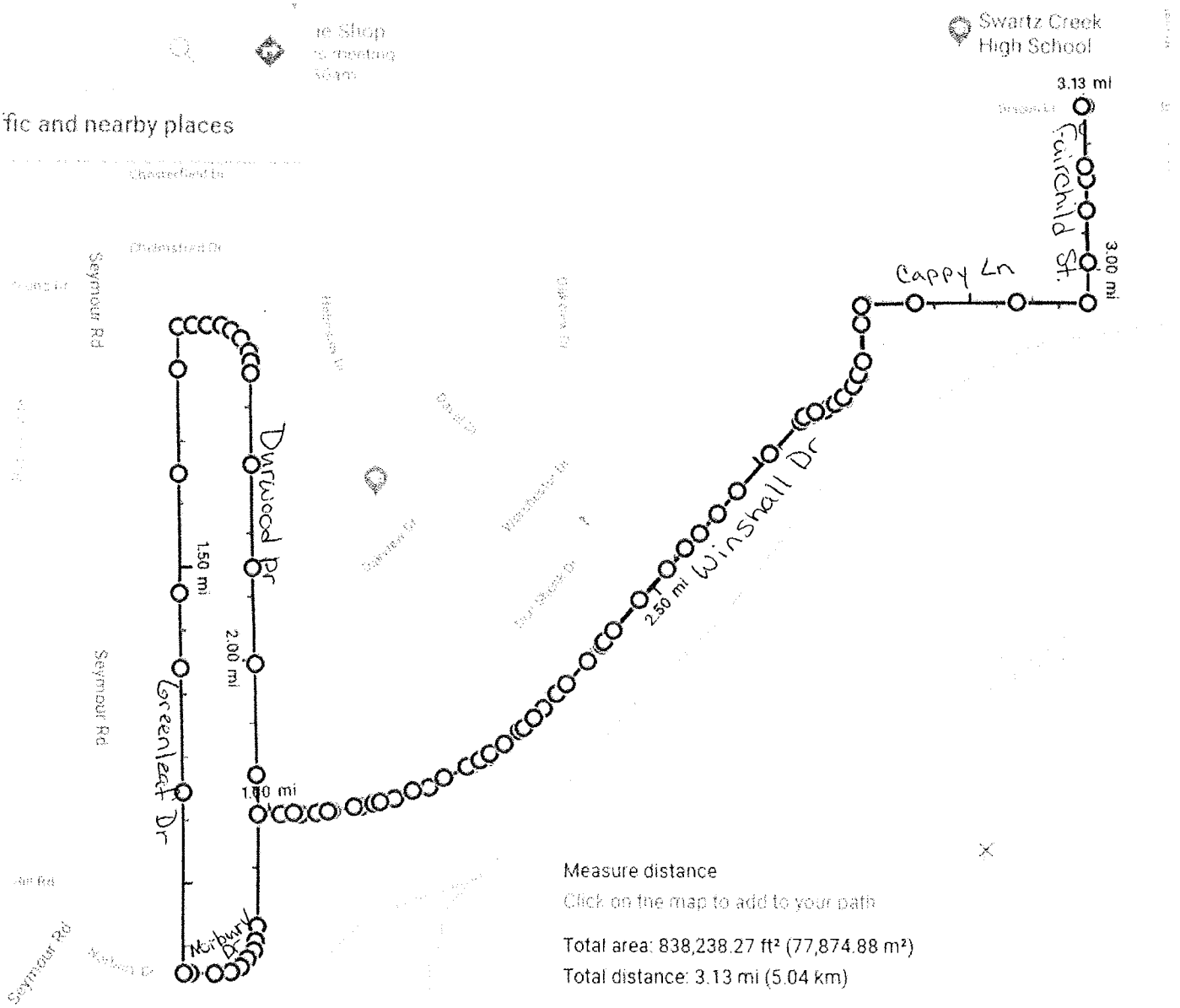
**The Chief of Police reserves the right to determine the length of time that any street(s) remain(s) closed to traffic.

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

Mike Jagger

5K Foot race map

From: Janell Jagger <jrjagger@comcast.net>
Sent: Monday, July 8, 2019 3:33 PM
To: Mike Jagger
Subject: Zombie 5K Run Jeepers Creekers



CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
STREET CLOSURE/USE APPLICATION

DATE OF REQUEST: 8-31-19
SPONSOR ORGANIZATION: Jeepers Creekers / Swartz Creek area chamber of Commerce
AUTHORIZED REPRESENTATIVE: Lania Rocha / Janell Jagger
WORK ADDRESS: _____ HOME ADDRESS: 8169 Miller Rd Swartz Creek
PHONE NO: WORK (810) 733-8882 HOME: () CELL: (810) 893-3413

TYPE OF EVENT: (check box)

PARADE ** (Draw Route on Attached Map) CARNIVAL
FOOT/BIKE RACE CRAFT SHOW
CONCERT OTHER: _____

DATE OF EVENT: 10/5/19
TIME OF EVENT: FROM: 1:45 AM/PM TO: 2:15 AM/PM

ESTIMATED NUMBER OF PARTICIPANTS: 20

DESCRIPTION OF EVENT; NOTE STREETS REQUESTED TO BE CLOSED/USED:
8 classic farm tractors ~~driving~~ ^{Driving} along side the large pumpkin to be brought from Kinkaid Field, North on Morrish Rd, West on Miller Rd. South on Holland Dr. for Jeepers Creekers Harvest Hoedown.

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

FOR: Jeepers Creekers (Organization) BY: Janell Jagger (Authorized Representative)

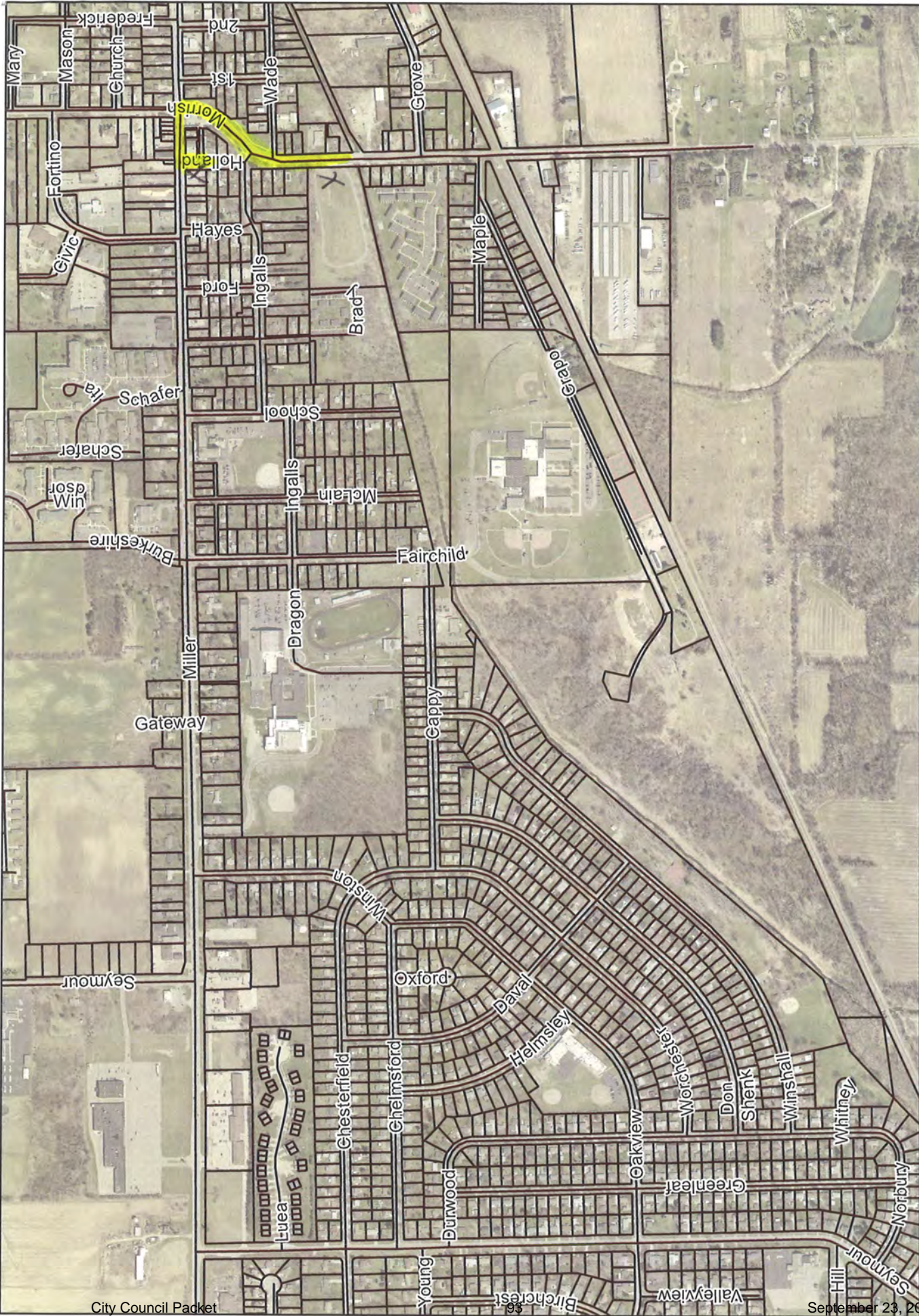
APPROVED BY: _____ (Chief of Police) _____ (Street Administrator)

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Pending

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

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



City of Swartz Creek



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/05/2019

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

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PRODUCER Blackmore-Rowe Insurance P. O. Box 320407 G-6235 Corunna Road, Suite H Flint, MI 48532 Jamie Youngston	810-720-8244	CONTACT NAME: Shelly Horkey PHONE (A/C, No, Ext): 810-720-8244 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Auto Owners Insurance INSURER B: USLI Company INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): 810-720-8238 NAIC # 18988
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COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		14495318	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
B	Directors &			NDO1064636K	01/03/2019	01/01/2020	D&O	1,000,000

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

CERTIFICATE HOLDER CANCELLATION

Swartz Creek Fine Art Association 8099 Civic Dr. Swartz Creek, MI 48473	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <hr/> AUTHORIZED REPRESENTATIVE Jamie Youngston <i>James N. Youngston</i>
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PRODUCER Blackmore-Rowe Insurance P. O. Box 320407 G-6235 Corunna Road, Suite H Flint, MI 48532 Jamie Youngston	810-720-8244	CONTACT NAME: Shelly Horkey PHONE (A/C, No, Ext): 810-720-8244 FAX (A/C, No): 810-720-8238 E-MAIL ADDRESS:
INSURED Swartz Creek Area Chamber of Commerce PO Box 130 Swartz Creek, MI 48473		INSURER(S) AFFORDING COVERAGE INSURER A: Auto Owners Insurance INSURER B: USLI Company INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 18988

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Directors &			NDO1064636K	01/03/2019	01/01/2020	D&O 1,000,000

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

CERTIFICATE HOLDER SWARTZC City of Swartz Creek 8083 Civic Dr Swartz Creek, MI 48473	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jamie Youngston <i>James N. Youngston</i>
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PRODUCER Blackmore-Rowe Insurance P. O. Box 320407 G-6235 Corunna Road, Suite H Flint, MI 48532 Jamie Youngston		810-720-8244		CONTACT NAME: Shelly Horkey PHONE (A/C, No, Ext): 810-720-8244 FAX (A/C, No): 810-720-8238 E-MAIL ADDRESS:	
INSURED Swartz Creek Area Chamber of Commerce PO Box 130 Swartz Creek, MI 48473				INSURER(S) AFFORDING COVERAGE INSURER A: Auto Owners Insurance INSURER B: USLI Company INSURER C: INSURER D: INSURER E: INSURER F:	
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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Directors &			NDO1064636K	01/03/2019	01/01/2020	D&O \$ 1,000,000

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

CERTIFICATE HOLDER CANCELLATION

SWARTZ1 Swartz Creek Community Schools 8354 Cappy Ln Swartz Creek, MI 48473	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jamie Youngston <i>James N. Youngston</i>
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9-5-19

To The City of Swartz Creek

This letter is to request permission from the City of Swartz Creek, to allow Jan's Bar and Grill, located at 7499 Miller Road, to serve Alcohol off premise at Holland Square October 5, 2019.

Jan's Bar and Grill will display and obtain all necessary licenses' not limited to, but including, current Beer, Wine and Liquor, Food Service and Catering, which legally allows off premise Alcohol sales. These licenses' allow transportation and distribution of Alcohol served by license holder in original packaging for off premise consumption.

Thank you
Connie King

Connie King

Troy Medore

Troy Medore

Jan's Bar and Grill
7499 Miller Road

Swartz Creek
810 635 8280

jansbarswartzcreek@gmail.com

**SWARTZ CREEK – CLAYTON TOWNSHIP
AMENDED AND RESTATED
2019 – 2022 FIRE DEPARTMENT AGREEMENT**

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THIS AGREEMENT is made this ___ day of _____, 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 the Charter Township of Clayton, a Michigan Public Body Corporate, with principal offices at 2011 South Morrish Road, Swartz Creek, Michigan 48473 (“Township”).

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WHEREAS, the City and the Township have, for many years, jointly provided fire protection services to their geographical areas; and

WHEREAS, the joint provision of such fire protection services was covered by a written Agreement; and

WHEREAS, the current Agreement between the City and the Township extends through November 1, 2019 but both the City and the Township desire to amend terms for the provision of fire protection services prior to the commencement of budgetary processes for fiscal year 2018; and

WHEREAS, the Michigan Urban Cooperation Act of 1967, 1967 PA 7 (Ex Sess) [MCL 124.501 et seq] (“UCA”) authorizes two (2) Municipalities to enter into an interlocal Agreement by which they agree to exercise jointly “any power, privilege, or authority that the agencies share in common and that each might exercise separately;” and

WHEREAS, Section 7 of the UCA [MCL 124.507] provides that such an interlocal Agreement “may provide for a separate legal or administrative entity to administer or execute the Agreement which may be a Commission, Board or Council constituted pursuant to the Agreement,” and that such administrative entity “shall be a Public Body, Corporate or Politic for the purposes of this act;” and

WHEREAS, the City and the Township share in common the power and authority to establish and maintain a Fire Department and provide fire protection services; and

WHEREAS, as empowered to do so by the UCA, the City and the Township wish to continue to jointly provide fire protection services and operate a Fire Department to serve the City and the Township and to do so under the terms and conditions of this Agreement;

NOW, THEREFORE, the parties hereto acting pursuant to the authority of resolutions duly adopted by their respective legislative bodies, **HEREBY AGREE AS FOLLOWS:**

1. POWERS AND DUTIES OF THE SCAFD BOARD

Pursuant to the authority of Section 7 of the UCA [MCL 124.507] there is hereby established an administrative entity to administer and execute this interlocal Agreement; such entity to be known as the "Swartz Creek Area Fire Board" ("Board").

2. NAME

The Board shall provide its fire protection services and shall conduct its business under the name, "Swartz Creek Area Fire Department," and shall file a "d/b/a" certificate to that effect with the Genesee County Clerk.

3. GOVERNANCE OF SCAFD

- A. The SCAFD shall be governed by a Board consisting of seven (7) members ("Board") who shall be appointed as follows:
- 1) Three (3) members shall be appointed by the City, one (1) of whom shall be a member of the City Council. The other City appointees shall be residents of the City and shall hold no other elective, employment, or appointed City Office.
 - 2) Three (3) members shall be appointed by the Township, one (1) of whom shall be a member of the Township Board. The other Township appointees shall be residents of the Township and shall hold no other elective, employment, or appointed Township Office.
 - 3) The seventh member shall be appointed by a majority vote of the six municipal appointees and shall serve for a term of one (1) year commencing on April 1 of each year. The term may be renewed an indefinite number of times by a majority vote of the six municipal appointees of the fire board. The seventh member shall possess a background in fire service and a knowledge of the geographic area where fire service is provided.
 - 4) Except as provided in Subparagraph (5) below, no active Swartz Creek Area Fire Department Firefighter, volunteer or otherwise, shall be eligible for appointment to the Board.
 - 5) The Fire Chief shall be an Ex-Officio Member of the Board, but shall have no right to vote on matters coming before the Board.
 - 6) Each of the appointees, including the "at-large" member, shall hold office until their replacement is appointed as provided herein.
 - 7) Vacancies shall be filled by the appropriate appointing authority consistent with the provisions contained herein related to appointees to the Board.

- B. The Board shall have the exclusive authority to manage and operate the provision of fire protection services to the City and Township and shall have, except as otherwise provided or limited by the terms of this Agreement, such power as may be required for the faithful performance of its duties.
- C. The Board shall develop and maintain a command structure for the Fire Department, which shall be headed by a Fire Chief who shall be appointed by a majority vote of both the Township Board and the City Council and who shall serve at the pleasure of the Board. The terms and conditions of the employment for the Fire Chief shall be set forth in a separate employment Agreement. The termination of the Fire Chief shall require a super majority vote of the Fire Board. Such termination may be overruled by a majority vote of both the Township Board and the City Council, but such votes must occur within sixty (60) days of the termination.

The SCAFD Chief shall seek and interview paid, on-call firefighters and shall recommend, in writing to the SCAFD Board, the hiring of all employees. All employees shall be hired by a majority vote of the SCAFD Board. The number of employees shall be limited by the budget allocated to the SCAFD by the Township Board and the City Council. Employees of the SCAFD may only be terminated following a written recommendation to the SCAFD Board by the SCAFD Chief. Employees of the SCAFD may only be terminated by a majority vote of the SCAFD Board.

No member of the Township Board or the City Council shall be eligible for the appointment to, or to serve as an employee of the SCAFD, including in the capacity as either a full or part time Firefighter, whether paid, on-call or volunteer.

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- D. The Board shall provide the fire protection services provided for, herein, through the use of paid, on-call Firefighters; provided, however, that the Board shall not have the authority to hire or otherwise retain full-time or part-time personnel without there being funds in the budget for such hiring or retention. Nothing contained herein shall prohibit the Board from contracting with a volunteer or on-call organization for services on an “as needed basis”.
- E. The SCAFD Board and its Members shall be responsible for reasonable reporting requirements and providing information to the Township or the City as requested.

4. BYLAWS

The SCAFD Board shall establish its own Officers and adopt bylaws to govern the conduct of its meetings. The SCAFD Board shall not adopt any rules or regulations that exceed the provisions of this Agreement or the provisions of [MCL 124.501 et al].

The SCAFD Board shall only operate and conduct business with a quorum of five (5) members present and by a majority vote of the entire board membership. (4 votes)

5. FIRE HALLS

- A. The Township hereby provides the fire hall located at 1494 Seymour Road in the Township at the disposal of the SCAFD Board for its use during the effective period of this Agreement.
- B. The City hereby provides the fire hall located at 8100-B Civic Drive in the City at the disposal of the SCAFD Board for its use during the effective period of this Agreement.
- C. Such use shall be subject to the following:
 - 1) The City and Township shall each retain ownership of, or lease rights to, the fire halls so designated and the Board shall have no power to use or authorize the use of the fire halls for any use other than the provision of fire protection services to the City and Township; unless authority for such other use or activity is obtained in writing, or by email with receipt confirmation, from the City (as to the City's fire hall) or the Township (as to the Township fire hall).
 - 2) The Board shall not engage in any activity or take any action which will result in a lien, mortgage, or other encumbrance on the title of the City or the Township to their respective fire halls or the land on which they are located.
 - 3) The Board shall be responsible for payment of all utilities for the designated fire halls during the effective period of this Agreement.
 - 4) No additions and/or alterations to said fire halls may be made by the Board without the express prior written approval of the governmental unit owning said structure; provided, however, that, upon termination of this Agreement, such additions and/or improvements shall become the property of the governmental unit owning the structure.

6. TOWNSHIP MINI PUMPER & TAHOE

The 1979 Mini Pumper, Serial No. W41CT9138438 and the 2006 Chevy Tahoe 1GNEK13Z96J119966, presently owned by the Township, shall be, and is hereby placed at the use of the Board for the provision of fire services as provided for in this Agreement, subject to the following conditions:

- A. The Board shall be responsible for, and maintain public liability and property damage insurance, upon said vehicle with the Township being named as a co-insured.
- B. Said vehicle shall remain titled in the name of the Township.

- C. Upon dissolution of the Board, said vehicle shall be returned to the Township and/or the Township shall have the right to summary repossession of said vehicle. The Board shall have no control whatsoever over said vehicle upon dissolution of the Board.

7. CITY MINI PUMPER

The 1979 Mini Pumper, Serial No. CKL339B160091, presently owned by the City, shall be, and is hereby placed, at the use of the Board for the provision of fire services as provided for in this Agreement, subject to the following conditions:

- A. The Board shall be responsible for, and maintain public liability and property damage insurance, upon said vehicle with the City being named as a co-insured.
- B. Said vehicle shall remain titled in the name of the City.
- C. Upon dissolution of the Board, said vehicle shall be returned to the City and/or the City shall have the right to summary repossession of said vehicle. The Board shall have no control whatsoever over said vehicle upon dissolution of the Board.

8. SCAFD ASSETS

- A. Except as may be provided above as to the fire halls and the mini pumpers, the City and Township shall each have an undivided one-half (1/2) interest in and to all assets of the SCAFD. An inventory of said assets shall be prepared annually by the Board and filed with the City Clerk and the Township Clerk as provided in Subparagraph (D), below.
- B. All of the assets of the SCAFD shall be housed at the fire halls designated within this Agreement in such quantities, as shall, within the discretion of the Board, provide maximum efficient fire protection services for the areas to be provided such service.
- C. Assets that are determined by the Board to have no value, due to age or damage, shall be destroyed. Assets that have value, but are no longer needed by the SCAFD, shall be sold by sealed bid, RFP, auction or online internet auction to the highest bidder. The Board shall create and implement a policy for disposal of such assets. Assets that have been sold shall be logged as such on the annual inventory for at least one (1) year.
- D. The Board shall file an annual inventory of such assets with the City and the Township no later than February 15th of each year. The inventory should include individual assets valued at \$500.00 or more at time of purchase or donation and like-kind assets that, in their aggregate, are valued at \$500.00 or more. The form of the inventory should contain the following, if possible:
 - 1. Description
 - 2. Cost per Item
 - 3. Quantity
 - 4. Purchase date

5. Life of asset
6. Serial Number
7. Model Number
8. Location
9. Asset Condition
10. Manufacturer if applicable
11. Disposal Information when asset no longer in service – date retired, proceeds from disposal
12. Insurance information if relevant – insurer, policy expiration, policy number, insured value

9. ADDITIONAL ASSETS

Nothing contained herein shall prohibit the City or the Township from acquiring such additional equipment and/or providing such additional services as it sees fit to be used within its boundaries. Such additional equipment and/or services provided shall not be subject to the terms of this Agreement and ownership of same shall not be shared.

10. INSURANCE

The Board shall secure, and keep in force and effect during the effective period of the Agreement, appropriate property damage and public liability insurance insuring its activities in such amounts as it sees fit. However, in no instance shall such limits of insurance be less than One Million Dollars (\$1,000,000.00) Single Limit Public Liability and Property Damage Policy, with a Three Million Dollar (\$3,000,000.00) Umbrella. In addition, thereto the Board shall secure and keep in force and effect during the effective period of the Agreement, appropriate Workman's Compensation Insurance coverage and any other insurance coverage required by law.

11. SERVICES TO OTHER GOVERNMENTAL UNITS

The SCAFD shall not provide fire protection services to other governmental units, by contract or otherwise, without first obtaining the approval of the City and the Township before such services are rendered; provided, however, that such prohibition shall not extend to the participation by the Board in a mutual aid pact with other units of government. Pursuant to the SCAFD Evaluation, all current mutual aid pacts should be reviewed by the SCAFD Board to redefine the terms under which automatic mutual aid is provided to obtain a more equitable balance of services. All aid agreements currently in place shall become attachments to this Agreement. Any future aid agreements shall be approved by the City and the Township.

12. BOOKS and RECORDS; ANNUAL AUDIT

- a. The Board shall provide for the keeping of books and records regarding its operation. The keeping of such books and records shall conform to generally accepted accounting principles.
- b. The Board shall provide for an annual audit of its revenue and expenditures. The auditing firm shall be selected through competitive bidding every three (3) years and the same firm shall not be selected for than two (2) consecutive terms.
- c. The audit shall be completed no later than ninety (90) days following the close of the SCAFD's fiscal year, and a copy of said audit shall be submitted to the City Clerk and the Township Clerk within seven (7) days after its completion.

13. FISCAL YEAR; BUDGET

- a. The fiscal year of the SCAFD shall be from January 1 through December 31.
- b. Beginning no later than August 1 of each year, the City Manager and the Township Supervisor shall meet with the Fire Chief and develop a draft budget. Such draft shall reasonably reflect the findings and recommendations set forth in the Swartz Creek Area Fire Department Evaluation adopted in January 2008 by the City and the Township. The draft budget shall be submitted to the SCAFD Board no later than October 1.
- c. The Board shall review the proposed budget of its anticipated expenses, including any suggested amendments, and shall, upon a super majority vote of the Board, forward same to the City Council and Township Board for approval no later than October 31 of each year. The City and the Township may approve the budget as presented or may approve it with amendments. The final budget shall be in such form as shall be approved by both the City and the Township.
- d. Upon approval of the final budget, the City and the Township shall each appropriate its share of the funding for said budget, and such funds shall be transmitted to the SCAFD Board for its use. Once the final budget is approved, such sums, as each party are required to contribute, shall be a debt of each notwithstanding any subsequent disagreement between the parties.
- e. The SCAFD shall expend funds pursuant to the adopted budget; provided, however, the Board shall have the authority within a single year, without the approval of the city and Township, to amend line item expenditures by an amount not to exceed ten percent (10%) of the amount provided for the subject line item in the final budget as approved by the City and the Township, so long as the total budget is not exceeded. Line item budget amendments exceeding ten percent (10%), singularly or cumulatively in a single fiscal year, shall require approval of both the City and the Township.
- f. The Board shall not exceed the budget as approved by the City and the Township without express prior approval by both the City and the Township who, concurrent with such approval, shall appropriate such sums as are necessary to finance such

increased expense. No additional budget line items shall be added or included in approved budgets without approval of the legislative bodies of both municipalities.

14. CAPITAL IMPROVEMENT FUND

Pursuant to the Swartz Creek Area Fire Department Evaluation, accepted in January 2008 by the City and the Township, a Capital Improvement Program Fund (CIPF) is hereby established. The budget for the CIPF shall be established annually in the same manner and, at the same time, as the annual operating budget. The City and the Township shall determine an amount to be contributed to the CIPF, said contribution to be appropriated each year at the same time as the annual appropriation for operation of the SCAFD is made at the beginning of each unit's fiscal year. CIPF funds contributed by the City and the Township shall be held, and independently accounted for, by the Board and shall be invested in an interest bearing account. The Board shall adopt an investment policy that conforms to the State of Michigan's authorized and suitable investments for local units of government (1988 Public Act 239, M.C.L. 129.91). The Board may not use or expend any funds in the CIPF without the prior approval by a majority vote of both the Township Board and the City Council. The City and the Township, by mutual agreement of the majority of each governing Boards, may elect to deposit any unspent operating funds left over from a previous year budget, into the CIPF.

The SCAFD Board shall exhaust all CIPF funds prior to seeking any financing for capital purchases from the Township or the City.

15. COSTS OF FIRE RUNS; LABOR COSTS

Except as to the labor costs attendant with each fire run, the entire cost of providing fire protection services as agreed to herein shall be borne by the City and the Township equally. As to labor costs attendant with each fire run, it is hereby agreed that such cost shall be borne solely by the party, City or Township, wherein the service is provided. Such costs shall be provided for in the budget required by Paragraph (13) hereof. The City and the Township, as suggested in the January 2008 Fire Department Evaluation, shall work to develop a cost recovery ordinance that both municipalities can adopt and implement.

16. EFFECTIVE DATE; TERM; EXPIRATION OF TERM

The effective date of this Agreement is November 1, 2019. The term of this Agreement shall be November 1, 2019 through October 31, 2022. The expiration of the Agreement shall not operate to relieve the City or the Township of their financial obligations hereunder. The financial obligations of each party shall continue until all termination activities set forth in Paragraph (17), below, are completed.

17. TERMINATION

Upon termination of this Agreement, the Board shall proceed as follows:

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- a. At least sixty (60) days prior to the termination date, the Board shall cause its last annual inventory to be made current.
- b. The Board shall cause an appraisal to be made of all of the jointly owned assets under its control other than the fire halls and the mini pumpers described in section 7 and 8. Said appraisal shall be made no later than thirty (30) days prior to the date of termination and shall be submitted to the City Clerk and the Township Clerk forthwith.
- c. The Board shall attempt to assign the assets to the parties consistent with the provisions and intent of this Agreement. Upon completion of such asset assignment, the Board shall recommend same to the City and the Township. Upon Agreement of the City and the Township, the Board shall assign the assets to the parties.
- d. Notwithstanding, the termination date and/or its attempts to assign the assets, the Board shall continue to perform its duties and obligations until the effective date of the termination of this Agreement.

18. NEGOTIATED ASSIGNMENT

The parties need not wait for the recommendation of the Board as to the division and assignment of assets, but may commence negotiations relative to such division and assignment at any time prior to the termination date; provided, however, that the parties by and through their respective governing bodies, shall meet no less than sixty (60) days prior to effective date of termination, if Agreement or assignment of assets has not otherwise occurred, to negotiate assignment of assets and/or the providing for an orderly transition and continuing of fire protection services beyond the termination date.

19. NOTICES

Any notice, demand, or communication required, permitted, or desired to be given under this Agreement shall be deemed effectively given when personally delivered or mailed by certified mail addressed as follows:

If to the City:

City of Swartz Creek
C/O City Manager
8083 Civic Drive
Swartz Creek, MI 48473
Attention: City Manager

If to the Township:

Charter Township of Clayton

C/O Township Supervisor
2011 South Morrish Road
Swartz Creek, MI 48473
Attention: Township Supervisor

The parties may, by notice given hereunder, designate any further or different address to which subsequent notices, demands, or communications may be given.

20. SEVERABILITY

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

21. ENTIRE AGREEMENT

This Agreement supersedes all previous or contemporaneous negotiations and/or Agreements and constitutes the entire Agreement between the parties with respect to the joint provision of fire protection services in the City and the Township. No verbal statements or prior written materials not specifically incorporated in the Agreement have been relied upon by the parties in entering into this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

(Signature Page Follows)

TOWNSHIP OF CLAYTON

Dated: _____

By: _____
Chris Gehringer, Supervisor
Charter Township of Clayton

Dated: _____

By: _____
Dennis Milem, Clerk
Charter Township of Clayton

CITY OF SWARTZ CREEK

Dated: _____

By: _____
David Kruger, Mayor
City of Swartz Creek

Dated: _____

By: _____
Connie Eskew, Clerk
City of Swartz Creek

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN

STREET CLOSURE APPLICATION

DATE OF REQUEST: August 20, 2019 _____ 200 _____
SPONSOR ORGANIZATION Swartz Creek Community Schools
AUTHORIZED REPRESENTATIVE: Shauntel Manning
WORK ADDRESS: One Dragon Drive HOME ADDRESS: _____
PHONE NO: WORK (810) 591-1802 HOME: () _____ CELL: () _____
TYPE OF EVENT: 4 PARADE* (DRAW ROUTE ON ATTACHED MAP)
_____ CARNIVAL _____ CRAFT SHOW
_____ STREET DANCE _____ CONCERT
_____ OTHER: _____

DATE OF EVENT: 09 / 20 / 19 TIME OF EVENT: FROM: 4:45 AM / PM
TO: 6:30 AM / PM

ESTIMATED NUMBER OF PARTICIPANTS: _____

ROADS REQUESTED TO BE CLOSED: ** Crapo → Maple → Morrish →
Miller → Fairchild

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

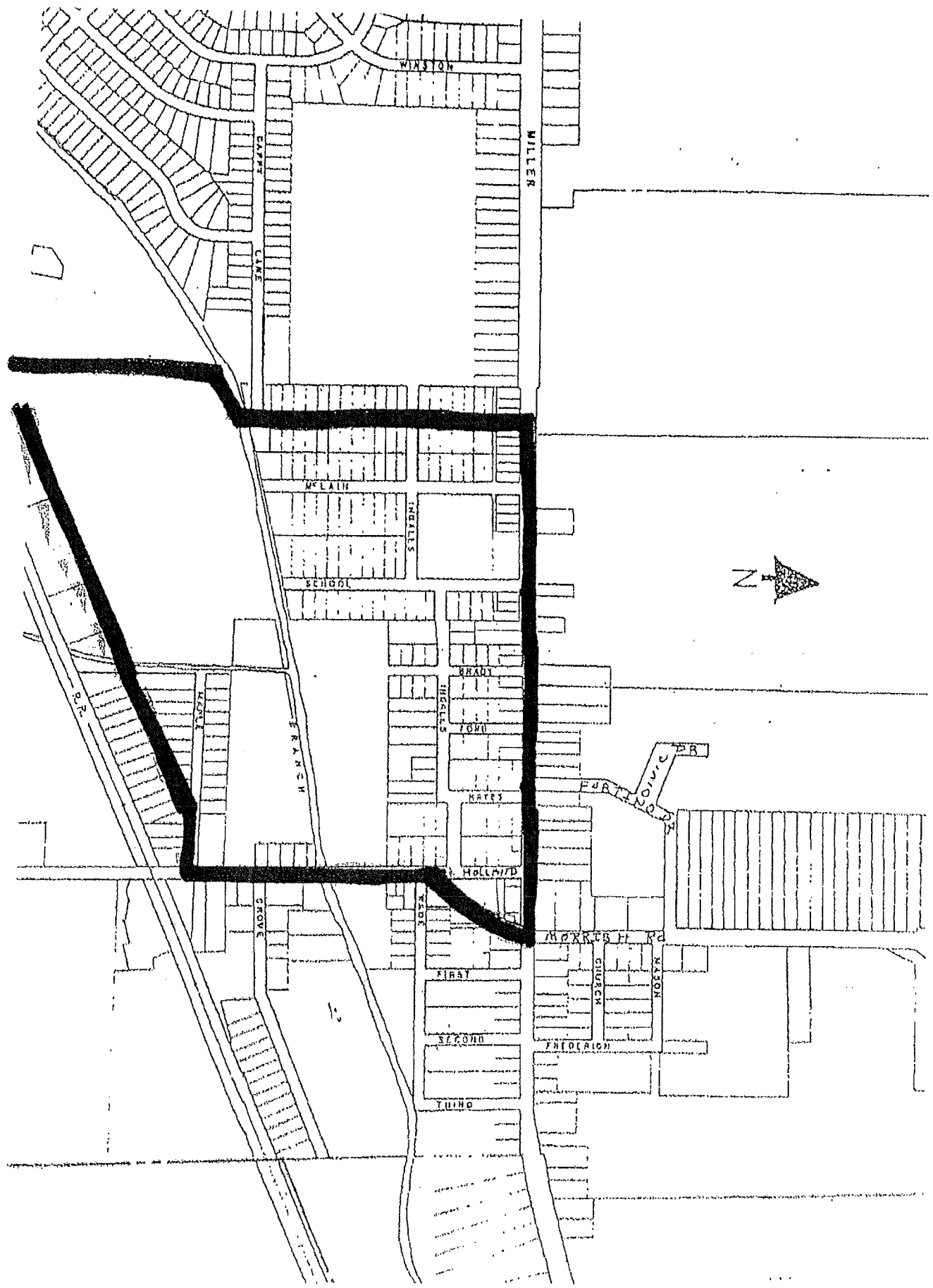
For: Swartz Creek Community Schools By: Shauntel Manning
(Organization) (Authorized Representative)

APPROVED BY: M. G. Bader 8/29/19
(Chief of Police)

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

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

THIS REQUEST AND ALL REQUIRED ASSOCIATED DOCUMENTS MUST BE SUBMITTED TO THE OFFICE OF THE CHIEF OF POLICE NO LATER THAN 30 DAYS PRIOR TO EVENT DATE



CERTIFICATE OF INSURANCE

Producer

SET SEG
415 W. Kalamazoo Street
Lansing, MI 48933

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

Insured

Swartz Creek Community Schools
8354 Cappy Lane
Swartz Creek, MI 48473-1299

A MASB-SEG Property/Casualty Pool, Inc.

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Premises/Operations <input checked="" type="checkbox"/> Incidental Medical Malpractice Coverage <input checked="" type="checkbox"/> Products/Completed Operations <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Personal Injury	PC-0000188	7/1/19	7/1/20	BI & PD COMBINED OCCURRENCE	\$1,000,000
					BI & PD COMBINED AGGREGATE	N/A
					PERSONAL INJURY OCCURRENCE	\$1,000,000
					PERSONAL INJURY AGGREGATE	N/A

CERTIFICATE HOLDER

City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



Tyler Tichvon
PROPERTY/CASUALTY DEPARTMENT

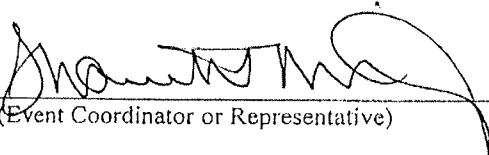
Date August 20, 2019

CITY OF SWARTZ CREEK PARADE REGULATIONS

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

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

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

By: 
(Event Coordinator or Representative)

For: Swartz Creek Community Schools
(Organization)

Chapter 12 - PEDDLERS AND SOLICITORS

Sec. 12-1. - Definitions.

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

Commercial solicitation. Direct and personal communication in the course of a trade or business reasonably intended to result in a sale.

Person. An individual, organization, group, association, partnership, corporation, trust, business entity or any combination of the above.

Sale. An activity creating an obligation to transfer property or services for a valuable consideration.

Solicitor.

- (1) A person who engages in commercial solicitation when traveling either by foot, automobile, motor truck, or other means of conveyance from place to place, from house to house or from street to street.
- (2) The word solicitor shall include but not be limited to the words canvassers, peddler, and hawker.

(Ord. No. 414, § 1, 4-28-14)

Sec. 12-2. - License required.

No person shall be a solicitor and/or solicit in the City of Swartz Creek without first obtaining a license therefor. An application for a license shall be made to the city clerk. In the event that the application is made by an organization, group, association, partnership, corporation, trust, business entity or any combination of the above, an application must be made for each agent or employee who will be engaging in the act of soliciting.

(Ord. No. 414, § 1, 4-28-14)

Sec. 12-3. - Exceptions to license.

The following activities are exempt from this chapter:

- (1) Solicitations made to a congregation or group in attendance at one location and made by the person or organization inviting the individuals composing the congregation or group;
- (2) Solicitations made over the radio, television or telephone;
- (3) Any communication by an organization soliciting contributions solely from persons who are members of the organization at the time of the solicitation;
- (4) Any solicitation pursuant to a political candidacy or ballot issue qualified pursuant to "The Michigan Election Law" or "The School Code of 1976" as they are amended from time to time;
- (5) Any peddler traveling on an established route at the request, express or implied, of their customers;
- (6) Salespersons calling on clients, customers or business establishments with whom they have established business relationships at the time of the solicitation;
- (7) The distribution of handbills or leaflets where the individual distributing them does not seek or accept payments, orders or contributions;
- (8) A person handling vegetables, fruits or perishable farm products at any established city farmers' market;
- (9) A person who is not a business or merchant, but who engages in a garage sale whereby they are selling their own items from their household.

(Ord. No. 414, § 1, 4-28-14)

Sec. 12-4. - License application.

A license application filed hereunder shall furnish the following information:

- (1) Name and description of the applicant;
- (2) Permanent home address and full local address of the applicant;
- (3) A brief description of the nature of the solicitation contemplated;
- (4) If the applicant is an employee, the name and address of the employer, together with the credentials establishing the exact employer/employee relationship;
- (5) The length of time the applicant intends to solicit;
- (6) The place where the wares, merchandise, services, items of personal property or real property are located, manufactured or produced and the proposed method of delivery;
- (7) One photograph of the applicant, it being from the applicant's driver's license or identification card;
- (8) The applicant's social security number;
- (9) A statement as to whether or not the applicant has been convicted of any felony, misdemeanor or violation of any municipal ordinance, the nature of the offense and the punishment or penalty assessed therefor. This statement shall be accompanied by a release allowing the city, including the city police department to conduct a criminal background check.

(Ord. No. 414, § 1, 4-28-14)

Sec. 12-5. - Administrative fee and/or license fee.

An applicant shall pay a reasonable administrative processing fee and/or license fee set by resolution of the city council when submitting his or her license application.

(Ord. No. 414, § 1, 4-28-14)

Sec. 12-6. - Issuance, possession, and presentation of license.

Upon approval of the license application, the city clerk shall issue a license and license identification card including the name, address, and photo of the licensed person. The licensed person shall visibly display on their person at all times the license identification card when conducting activities permitted by the license.

(Ord. No. 414, § 1, 4-28-14)

Sec. 12-7. - License revocation.

The city may suspend or revoke a license for violation of this article after reasonable notice and opportunity to be heard. The city may suspend on an emergency basis, without hearing, any license issued to the solicitor when it specifies in the notice of emergency suspension, the reasons and grounds indicating the violation of this article which constitutes the emergency. The notice shall set forth that within 48 hours, at a designated time and place, a hearing shall be held on whether the license shall be permanently suspended or revoked.

(Ord. No. 414, § 1, 4-28-14)

Sec. 12-8. - Prohibited activities.

The following acts or activities shall be prohibited:

- (1) *Prohibited areas.* No solicitor shall obstruct any street, alley, sidewalk or driveway.
- (2) *Litter.* No solicitor shall litter any street, alley, sidewalk, driveway, or private property in the city.
- (3) *Curb service prohibited.* No solicitor shall operate or maintain any stand, vehicle, store or place of solicitation on or near any highway. No solicitor shall be permitted to use the streets, alleys, lanes or public places of the city for soliciting or to

use any stands, stores or other places of transaction in any manner that requires the person wishing to participate in a transaction, when engaged in the transaction, to stand within the limits of the streets, highways, alleys or public places of the city.

- (4) *Prohibition of entry upon private property expressly requesting no solicitation.* No solicitor shall enter upon and/or call upon a place of residence or business within the City of Swartz Creek after having been expressly notified by the occupant of the place of residence or business that no solicitation is desired, or if the place of residence or business visibly displays on its property and/or premises a sign indicating "no soliciting," "no solicitation" and/or other language specifically conveying the message that no soliciting is desired.
- (5) *Prohibition of creation of nuisance.* No solicitor shall threaten or annoy any resident of the city in the course of their solicitation or in any way engage in any conduct which is or would tend to create a nuisance.

(Ord. No. 414, § 1, 4-28-14)

Sec. 12-9. - Hours of operation.

Soliciting may take place within the city between the hours of 9:00 a.m. and 8:00 p.m. or sunset, whichever occurs earlier.

(Ord. No. 414, § 1, 4-28-14)

Sec. 12-10. - Penalty.

Any person or persons violating any of the provisions of this article shall be guilty of a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than \$500.00 plus costs of prosecution or by imprisonment for not more than 90 days or by both fine and costs and imprisonment in the discretion of the court.

(Ord. No. 414, § 1, 4-28-14)



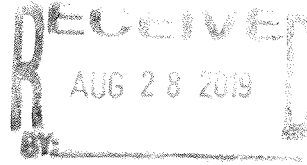
GENESEE COUNTY METROPOLITAN PLANNING COMMISSION

1101 Beach Street – Room 223, Flint, Michigan 48502-1470 • (810) 257-3010 • www.gcmpc.org



DEREK BRADSHAW
DIRECTOR-COORDINATOR

CHRISTINE A. DURGAN
ASSISTANT DIRECTOR



August 23, 2019

City of Swartz Creek
8083 Civic Drive
Swartz Creek MI 48473

Subject: Proposed Genesee County 2045 Long Range Transportation Plan (LRTP) Capacity Project List

Dear Consultation Agency:

The Genesee County Metropolitan Planning Commission (GCMPC) is developing the *Genesee: Our County, Our Future* planning document that encompasses both transportation and community development projects. In accordance with federal regulations, GCMPC is required to consult with agencies that are responsible for environmental protection, historical preservation, natural resource management, transportation services, economic development, community development, human services and land use planning. You have been identified as an agency of this type.

GCMPC is seeking input on its proposed list of 2045 Long Range Transportation Plan (LRTP) capacity projects. The projects were analyzed according to our Congestion Management Process (CMP) and reviewed for fiscal constraint. Projected funding was not available for all projects, so an Illustrative List of projects was created. Projects that are on the Illustrative List are considered for inclusion in the LRTP if additional funding becomes available. Enclosed you will find a spreadsheet detailing the proposed project list for the Flint/Genesee County Metropolitan Area. For a digital copy of the enclosed list of projects and access to project shapefiles; please visit the following address: <http://gcmpc.org/proposed-genesee-county-2045-long-range-transportation-plan-lrtp-capacity-project-list/>

Please review the list of proposed capacity projects and forward any comments and concerns you may have. A comment session with GCMPC staff has been scheduled for Friday, September 6, 2019 from 2:00 p.m. to 4:00 p.m. at the Genesee County Administration Building, 1101 Beach Street, Flint, MI 48502, in the second-floor Planning Commission conference room. You are welcome to attend a discussion session with any of your remarks. Please provide any written comments by Friday, September 6, 2019. Your comments are an integral part of the planning process. If you have any questions or comments, please contact me at (810) 766-6565, or email at jmaurer@co.genesee.mi.us.

Proposed Genesee County 2045 LRTP Capacity Project						
Agency	Project	Project Description	Limits	Estimated Cost	Fiscal Year	
GCRC	Grand Blanc Rd.	Widen to 5 Lanes	Fenton Rd. to Grand Blanc City Limits	\$32,281,875	2045	
Proposed Genesee County 2045 LRTP Illustrative Capacity Projects						
Agency	Project	Project Description	Limits	Estimated Cost	Fiscal Year	
Swartz Creek	Morrish Rd.	Congestion Relief	Apple Creek to north of I-69	\$ 6,350,000	Illustrative	
GCRC	Baldwin Rd.	Widen to 5 Lanes	Fenton Rd. to Dort Hwy.	\$12,000,000	Illustrative	
GCRC	Baldwin Rd.	Widen to 5 Lanes	Holly Rd. to Saginaw Rd.	\$11,000,000	Illustrative	
GCRC	Baldwin Rd.	Widen to 5 Lanes	Dort Hwy. to Holly Rd.	\$ 4,000,000	Illustrative	
GCRC	Holly Rd.	Widen to 5 Lanes	Ray Rd. to Baldwin Rd.	\$ 4,500,000	Illustrative	
GCRC	Grand Blanc Rd.	Widen to 5 Lanes	Torrey Rd. to Fenton Rd.	\$12,000,000	Illustrative	
GCRC	Owen Rd.	Widen to 5 Lanes	Linden Rd. to Jennings Rd.	\$ 8,000,000	Illustrative	
GCRC	Thompson Rd.	Widen to 5 Lanes	US-23 to Fenton Rd.	\$13,000,000	Illustrative	
GCRC	Fenton Rd.	Widen to 5 Lanes	Thompson Rd. to Baldwin Rd.	\$ 6,000,000	Illustrative	



Quote ITRQ14771

Prepared For:

Swartz Creek, City
 Connie Eskew
 Phone: (810) 635-4464
 CEskew@cityofswartzcreek.org

Prepared By:

Monique Allen
 Assistant to the Director
 Phone: 855-487-4448
 Fax:
 Email: mallen@itright.com



For the full presentation proposal, [click here](#) to view or download the PDF version of this quote. You can sign and fax this in, or you can save time by simply electronically accepting this quote below.

Line Item Detail

Qty	Description	Picture	Unit Price	Ext Price
1	Cisco ASA 5506-X Network Security Firewall Appliance - 8 Port - 10/100/1000Base-T Gigabit Ethernet - AES, 3DES - USB - 8 x RJ-45 - Manageable - Power Supply - Desktop, Rack-mountable		\$765.00.	\$765.00
1	Cisco SMARTnet Extended Service - Service - 8 x 5 Next Business Day - Exchange - Physical Service		\$130.64	\$130.64
			SubTotal:	\$895.64
			Shipping:	\$0.00
			Sales Tax:	\$0.00
			Total:	\$895.64

Ready to Accept?

Order Confirmation

We reserve the right to cancel orders arising from errors, inaccuracies, or omissions.

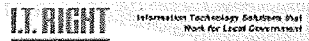
I agree to the terms and conditions of the above document and PDF attachment with an electronic signature below.

IP Address 173.167.6.193

PO Number

(Optional: Enter PO Number as your reference only.)

Comments



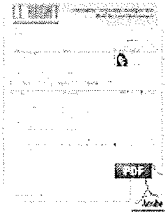
Quote ITRQ14770

Prepared For:

Swartz Creek, City
 Connie Eskew
 Phone: (810) 635-4464
 CEskew@cityofswartzcreek.org

Prepared By:

Monique Allen
 Assistant to the Director
 Phone: 855-487-4448
 Fax:
 Email: mallen@itright.com



For the full presentation proposal, [click here](#) to view or download the PDF version of this quote. You can sign and fax this in, or you can save time by simply electronically accepting this quote below.

Line Item Detail

Qty	Description	Picture	Unit Price	Ext Price
1	Server Basic: Quad-Core Intel® Xeon® Processor E3-1220 v6 3.00GHz 8MB Cache (72W) Supermicro SNK-P0046A4 Heatsink Supermicro X11SSL-CF - uATX - Intel® C232 Chipset - 6x SATA/SAS - LSI 3008 12Gb/s SAS3 - Dual Intel® 1-Gigabit Ethernet (RJ45) SAMSUNG 16GB PC4-19200 2400MH Supermicro SuperChassis 733TQ-665B - Mid-Tower - 4 x 3.5" SAS/SATA - 665W 2 x 256GB Micron M1100 2.5" SATA 6.0Gb/s Solid State Drive LG 24x Super Multi DVD+/-RW with M-DISC (SATA) Microsoft Windows Server 2019 Standard (16-core) System Assembly and Testing 3 Year Advanced Parts Replacement Warranty		\$2,600.00	\$2,600.00
2	4TB Sata		\$266.75	\$533.50
1	APC 1000VA Back-UPS Pro Sinewave UPS Battery Backup & Surge Protector		\$175.00	\$175.00
12	Labor		\$150.00	\$1,800.00
	20.0% Discounted Labor			-\$360.00

SubTotal: \$4,748.50
Shipping: \$0.00
Sales Tax: \$0.00
Total: \$4,748.50

Ready to Accept?

Order Confirmation

We reserve the right to cancel orders arising from errors, inaccuracies, or omissions.

I agree to the terms and conditions of the above document and PDF attachment with an electronic signature below.

From: [Randy Allen](#)
To: [Connie Eskew](#); [Tom Conway](#)
Cc: [Monique Allen](#)
Subject: RE: server quote
Date: Wednesday, August 28, 2019 8:57:35 AM

Hi Connie,

Your Server operating system will not longer be supported by Microsoft after this year. After January there will be not security updates for the server and we would no longer be able to confirm its security.

Here is an excerpt from the end of life statement from Microsoft...

January 14, 2020

All Microsoft support for Windows 7, Windows **Server**2008 R2, and **Small Business Server (SBS) 2011** will **end** on January 14, 2020. This means that security patches and updates will no longer be implemented, leaving Windows 7 workstations and these servers vulnerable to security breaches.Dec 21, 2018

Thx!

Randy

PS. If you have further questions or concerns, Tom Conway (our Accounts Manager) is here and can assist you. His ext is 245.

Thx again!

From: Monique Allen <mallen@itright.com>
Sent: Tuesday, August 27, 2019 12:06 PM
To: Randy Allen <rallen@itright.com>
Subject: FW: server quote

Re Server & firewall quotes

From: Connie Eskew <CEskew@cityofswartzcreek.org>
Sent: Tuesday, August 27, 2019 9:13 AM
To: Monique Allen <mallen@itright.com>
Subject: RE: server quote

Monique,

Can you verify that these updates are requested due to software updates, or just recommended? We need to get approval from council on this and I want to be sure to explain to them the reason for

the updates.

Connie Olger
City Clerk
City of Swartz Creek
8088 Civic Drive
Swartz Creek, MI 48473
810.635.4464 general office
810.635.2887 fax

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

From: Monique Allen [<mailto:mallen@itright.com>]
Sent: Tuesday, August 27, 2019 8:57 AM
To: Connie Eskew <CEskew@cityofswartzcreek.org>
Subject: RE: server quote

Hello Connie,

This quote is still valid and unchanged.

You can view it, accept it, or make changes to it through our website by clicking [here](#).

Best Regards,

Monique Allen
Assistant to Director
I.T. Right "When You Want IT Right"
5815 East Clark Road
Bath, MI 48808
517-318-0350 opt 5 (Local)
E-Mail mallen@itright.com

From: Connie Eskew <CEskew@cityofswartzcreek.org>
Sent: Monday, August 26, 2019 2:47 PM
To: Monique Allen <mallen@itright.com>
Subject: RE: server quote

Monique,
Can you please check on this quote and see if it has changed? It's been over 30 days. If needed please requote this and the firewall so I can get it approved.

Sorry for the late notice.

Connie Olger
City Clerk
City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473
810.635.4464 general office
810.635.2887 fax

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

From: Monique Allen [<mailto:mallen@itright.com>]
Sent: Wednesday, July 3, 2019 10:55 AM
To: Connie Eskew <CEskew@cityofswartzcreek.org>
Subject: server quote

Hello Connie,

I've prepared a quote for you.

You can view it, accept it, or make changes to it through our website by clicking [here](#).

Best Regards,

Monique Allen
Assistant to Director

I.T. Right “When You Want *IT* Right”

5815 East Clark Road

Bath, MI 48808

517-318-0350 opt 5 (Local)

E-Mail mallen@itright.com

CITY OF SWARTZ CREEK
PLAZA AND LOT USAGE GUIDELINES

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

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

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

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

City Council Approval: Draft



Adam,

Prices in dump body with chipper hood – three company bids:

STE Southern Truck	\$15,398.00
Monroe Truck	\$16,154.00
Knapheide Truck	\$17,963.63

This includes hoist and installation. All three are state of Michigan pricing for box and hood. Labor is based on company. Two of the three sell a different brand snow blades. I would recommend that we stick with the Western brand snow blade so they will interchange with the current city trucks. We would like to purchase the box and chipper hood from STE for \$15,398.00 and the Western blade from Knapheide Truck. Chipper hood and box are in stock at STE. Both of the company's orders are 12-16 weeks out.

STE Hood-Hoist-Box	\$15,398.00
Knapheide Truck Western plow	\$6584.00

Funds to come from current budget of motor vehicles.

Thomas Svrcek



4310 Van Dyke
 Almont, MI 48003
 Phone # 8107242357
 Fax # (810)798-0978

accounting@stetruck.com
 www.stetruck.com

Quote

Date	Quote #
7/15/2019	Q-11212

Bill To
SIGNATURE FORD BILL CAMPBELL 1960 E MAIN ST OWOSSO, MI 48867

Ship To
CITY OF SWARTZ CREEK

Vehicle Info	Terms	Expire Date	Rep	P.O. No.
2019 F350 60C/A	Net 15	7/30/2019	MV	

Item	Description	Qty	Cost	Total
	<p>FURNISH AND INSTALL</p> <p>VOTH DROP SIDES DUMP BODY SN# 9'9" LONG x 99" WIDE 14" TALL DROP SIDES 10GA. INNER AND 12GA. OUTER PANELS BOARD POCKETS INCORPORATED EACH SIDE HANDLE/LATCH AT EACH END, HEAVY-DUTY GREASEABLE HINGES TARP TIE RAIL ALONG EACH SIDE FOUR D-RINGS IN EACH INSIDE CORNER OF BODY 3/16" FLOOR WITH UNIBODY DESIGN 20" TALL TAILGATE WITH SINGLE LEVER QUICK RELEASE UPPER TAILGATE LATCH WITH FULLY SERVICEABLE REMOVABLE TAILGATE ACCESS PANEL 10GA. INNER AND 12GA. OUTER PANELS SINGLE LEVER TAILGATE RELEASE CNC CUT WINDOW IN FRONT BULKHEAD CHAMPION CS615 SCISSOR HOIST DOUBLE ACTING FULL LENGTH SUB-FRAME WITH HEAVY-DUTY GREASEABLE HINGE 12V POWER PACK MOUNTED IN SEALED STEEL PUMP BOX WITH ALUM. COVER MOUNTED OUT SIDE FRAME RAIL FOR EASY ACCESS AND SERVICEABILITY FEATHERED IN CAB PUSH BUTTON CONTROLS TWO RUBBER MOUNTED OVAL LED STOP/TURN/TAIL LIGHTS IN EACH</p>			

Subtotal
Sales Tax (0.0%)
Total

There will be a 3% charge on all credit card purchases \$500.00 or more. Invoices are due upon the terms stated above. A finance charge will be charged monthly at 1.5% if payment is not made on the specific due date.



4310 Van Dyke
 Almont, MI 48003
 Phone # 8107242357 accounting@stetruck.com
 Fax # (810)798-0978 www.stetruck.com

Quote

Date	Quote #
7/15/2019	Q-11212

Bill To
SIGNATURE FORD BILL CAMPBELL 1960 E MAIN ST OWOSSO, MI 48867

Ship To
CITY OF SWARTZ CREEK

Vehicle Info		Terms	Expire Date	Rep	P.O. No.
2019 F350 60°C/A		Net 15	7/30/2019	MV	
Item	Description	Qty	Cost	Total	
	REAR POST ONE RUBBER MOUNTED OVAL WHITE REVERSE LIGHTS IN EACH SIDE. REAR BOTTOM PANEL FMVSS 108 CLEARANCE LIGHTS FRONT AND REAR ALL BODY WIRING RAN TO SEALED JUNCTION BOX MOUNTED UNDER BODY DETAILED BODY WIRING DIAGRAM INCLUDED MONTHLY MAINTENANCE MANUAL INCLUDED TWO PART EPOXY PRIMER AND TWO-PART POLYURETHANE TOP COAT FACTORY PAINTED BLACK IN COLOR (OTHER COLORS AVAILABLE AT ADDITIONAL CHARGE) ALUMINUM CAB SHIELD WITH BUILT IN WIND DEFLECTOR FOLD AWAY LOCKABLE HAND CRANK TARP SYSTEM WITH GROUND CONTROLS HEAVY-DUTY SEALED BEARINGS ALL STAINLESS-STEEL HARDWARE HEAVY DUTY BLACK MESH TARP INSTALLED \$ 9,708.00 REAR HITCH PLATE 1/2" SOLID STEEL PLATE 5/8" SAFETY CHAIN D-RINGS				

Subtotal
Sales Tax (0.0%)
Total

There will be a 3% charge on all credit card purchases \$500.00 or more. Invoices are due upon the terms stated above. A finance charge will be charged monthly at 1.5% if payment is not made on the specific due date.



4310 Van Dyke
 Almont, MI 48003
 Phone # 8107242357 accounting@stetruck.com
 Fax # (810)798-0978 www.stetruck.com

Quote

Date	Quote #
7/15/2019	Q-11212

Bill To
SIGNATURE FORD BILL CAMPBELL 1960 E MAIN ST OWOSSO, MI 48867

Ship To
CITY OF SWARTZ CREEK

Vehicle Info		Terms	Expire Date	Rep	P.O. No.
2019 F350 60"C/A		Net 15	7/30/2019	MV	
Item	Description	Qty	Cost	Total	
Misc.	PH15 15 TON PINTLE 7 PIN RV STYLE TRAILER PLUG INSTALLED \$ 695.00 VOTH ALUMINUM CHIPPER HOOD FITS VOTH BODIES ONLY 99" LONG X BODY WIDTH 99" INSTALLED \$ 4,995.00 TOTAL INSTALLED		15,398.00	15,398.00T	

Subtotal	\$15,398.00
Sales Tax (0.0%)	\$0.00
Total	\$15,398.00

Goods are sold only with such warranties as may be extended by manufacturer of the product. We make no other warranty & there are no implied warranties of merchantability. A 30% deposit is required. Minimum 20% restocking fee on all returned items. All special orders are subject to a restocking charge. No return will be accepted without prior written approval. No refunds or exchanges will be made on electrical parts.

There will be a 3% charge on all credit card purchases \$500.00 or more. Invoices are due upon the terms stated above. A finance charge will be charged monthly at 1.5% if payment is not made on the specific due date.

Customer Signature _____ Page 3
 City Council Packet 130



Monroe Truck Equipment
 2400 Reo Drive
 Flint, MI 48507
 Ph./Fax: 810-853-6833/810-238-5009
 www.MonroeTruck.com



QUOTATION
7DB006230

Job Order #: _____
 Quote Date: 9/3/2019
 Quote valid until: 10/3/2019
 Terms: NET 30
 Salesperson: HAWKINS, JOSH (MUNI)
 Quoted by: Dave Beaudoin
 Email: dbeaudoin@monroetruck.com

Customer: SWARTZ CREEK, CITY OF Contact: _____ Dealer Code: _____
 8083 CIVIC DR Phone: 810-635-4464 Fax: 810-635-2887 Sourcewell Member #: _____
 SWARTZ CREEK, MI 48473 Email: _____ P.O. Number: _____

Re-Assign (Required for all pool units): Fleet Retail
 MSO/MCO (ONLY check if legally required): MSO MCO

Accepted by: _____ Date: _____
Customer must fill out all information above before the order can be processed.

Chassis Information

Year: 2019	Make: FORD	Model: F-350	Chassis Color:	Cab Type: REGULAR
Single/Dual: DRW	CA: 60.0	CT: -1.0	Wheelbase: 145.0	Engine: GAS
			F.O. Number #:	Vin:

Comments:

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

Description	Amount
MTE-ZEE 9', MILD STEEL, 3-4 YD CAPACITY, FOLDING SIDE, DUMP BODY - 3/16" FLOOR, 12 GA. SIDES & 10 GA. ENDS, 16" H SIDES, 22" H TAILGATE - 50,000 PSI YIELD STRENGTH STEEL CONSTRUCTION - HEAVY DUTY FRONT BULKHEAD WITH TAPERED LASER CUT WINDOW & INTEGRAL 12" TAPERED CAB SHIELD (GM MEDIUM-DUTY BODY TO HAVE FULL-WIDTH SQUARE CAB SHIELD IN LIEU OF TAPERED) - INTERNAL DIRT SHEDDING TOP RAILS & TAILGATE - WESTERN-STYLE UNDERSTRUCTURE WITH 10 GAUGE LONG-MEMBERS - SINGLE-LEVER RELEASE, QUICK DROP TAILGATE - (2) UNDERBODY TIE LOOPS - L.E.D. FMVSS108 LIGHTS & REFLECTORS - RUBBER REAR FLAPS - UNDERCOATED & 100% DURABLE POWDER COATED	
DOUBLE-ACTING ELECTRIC SUB-FRAME HOIST (CHAMPION)	
1/2" PLATE w/ ADJUSTABLE 10-HOLE PATTERN - W/ 15 TON PINTLE HOOK	
TRAILER RECEPTACLE	
US TARP: HAND-CRANK REWIND TARP W/ REAR PULL BAR	
CHIPPER CAP	

Quote Total: \$16,154.00

Additional Options:

Description	Amount	Add to quote? Yes / No

Notes:

- ◆ Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- ◆ Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- ◆ State and Federal taxes will be added where applicable. **Out-of-state municipal entities may be subject to Wisconsin sales tax.**
- ◆ Restocking fees may be applicable for cancelled orders.
- ◆ MTE is not responsible or liable for equipment that does not meet local/state regulations if those laws are not made known at time of order.



Knapheide Truck Equipment - Flint
 1200 S. Averill Ave.
 Flint MI 48503
 Phone: 810-744-0295
 Fax: 855-629-4643
 www.flint.knapheide.com

QUOTATION

Quote ID: KD00001450-2

Page 1 of 3

Customer: CITY OF SWARTZ CREEK
 8083 CIVIC DRIVE
 SWARTZ CREEK MI 48473

Quote Number: KD00001450-2
Quote Date: 9/4/2019
Quote valid until: 10/4/2019

Contact:
 Phone: 810-635-4464
 Fax: 1-810-635-2887

By: Prepared bsparks
Salesperson: DANNY NOWICKI
PO#:

Enduser:

<i>Make:</i> FORD	<i>Model:</i> F-350	<i>Year:</i> 2019	<i>Single/Dual:</i> DRW
<i>Cab Type:</i> SUPER CAB	<i>Wheelbase:</i>	<i>Cab-to-Axle:</i> 84.0	<i>VIN:</i>

QTY	PART NUMBER	DESCRIPTION	AMOUNT
1	MISC MIDEAL	STATE OF MICHIGAN MIDEAL ORDER MIDEAL CONTRACT #071B7700087	
1	HEND MK3 KIT	HENDERSON MARK-3 DUMP BODY & HOIST. QUOTE 127474-4 CONFIGURATION 1-1: Mark III utility sized single axle dump body DESCRIPTION: DB3 10' body length 18" side height / 24" tailgate height 3.9/5.3 yd Scissor hoist, NTEA class 50 Body Size / Style Body Length: 10' body length Side / Tailgate Height: 18" side height / 24" tailgate height 3.9/5.3 yd Hoist Type: Scissor hoist, NTEA class 50 Hydraulics Pump Pack: Double acting electric/hydraulic pump pack \$189.00 \$189.00 Sides / Ends / Floor Side Construction: Single Wall 10 ga Quick Release FOLD DOWN Sides Optional Sides/Ends Materials: Standard 12 ga Grade 50 Optional Floor Materials: 3/16" AR400 floor ILO std grade 50 Sloped Steel Side Boards: No Tailgate Options Tailgate Style: Quick Release handle offset toward curb side Coal Chute: No Light Options Front Amber Marker Lights: Shipped Loose(Includes one-piece wiring harness) LED Light Kit ILO Standard: Shipped Loose(Includes one-piece wiring harness) Cabshield Options Headsheet Type: Straight headsheet with integral 53" cabshield clearance Integral Cabshield Notice: !!!DEALER TO VERIFY CHASSIS CAB CLEARANCE PRIOR TO ORDER!!! PAINT BODY RED	
1	PULL 109-0215-96	ULTIMATE ALUMINUM PULLTARP	
1	PULL 401-1604-85	MESH TARP	
1	FRED TLC10	TITAN LEAF CAP 10FT STANDARD FEATURES PAINTED SINGLE STAGE SOLID COLOR RED	
2	SOUN ECV062STT-AFA	L.E.D. O6" OVAL S.T.T. LIGHT	
1	SOUN ECVRO3PGTL-BK	PIGTAIL FOR OVAL LED LIGHTS 3-WIRE	
1	SOUN EOVREBZA	L.E.D. OVAL AMBER STROBE SELF CONTAINED	



Knapheide Truck Equipment - Flint
 1200 S. Averill Ave.
 Flint MI 48503
 Phone: 810-744-0295
 Fax: 855-629-4643
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QUOTATION

Quote ID: KD00001450-2

Page 2 of 3

QTY	PART NUMBER	DESCRIPTION	AMOUNT
		INSTALLED IN REAR BOLSTER	
1	ECCO 5590A	MINI LIGHT BAR-AMBER INSTALLED ON CABSHIELD	
1	NAMR LB4	SELF LEVELING BRACKET FOR BAR LIGHTS	
1	BUYE 1809031A	1/2 HITCH PLATE W/DRINGS FORD F-250 - F650	
1	BUYE BH82516	COMBINATION PINTLE HITCH WITH 2-5/16" BALL	
2	TERM TG-6370-H	FORD TAIL LIGHT EXTENSION REQ W/HITCH OR ICC	
1	TRUC 26330	Model 26 License Lamp	
1	POLL 11-893P	OEM-STYLE 7-WAY "RV" TRAILER PLUG.	
1	TERM TG-6370-068	FORD ADAPTER 7 WAY	
1	POLL 41-820	12 VOLT ELECTRIC BACK-UP ALARM	
1	LAB 60I	LABOR TO MOUNT *OEM* BACKUP CAMERA	

Quote Total: \$24,547.63

Sales Tax not included

24,547.63
6,584.00

517,963.63 Box - Hood.

The following options may be added:

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1	WS WIDE OUT	Western Wide-Out 8' to 10' Steel Plow; 8' Blade Width Retracted, 10' Blade Width Expanded, 8'10" Blade Width Scoop, 29"H Blade Height, 12-Gauge Steel Blade, 4-Trip Springs, 0-Shock Absorbers, 6-Vertical Ribs, 1-1/2" x 10" Angling Rams, 7'2" Plowing Width (retracted), 9' Plowing Width (expanded), 7'11" Plowing Width (scoop), 940-lbs. Approximate Weight (less-mount), 0-Cast Iron Disc Shoes, 1/2" x 6" Cutting Edge (blade), 1/2" x 8" Cutting Edge (poly wing), Includes lights, blade guides and Cab Command hand-held control. Installed; F.O.B. Flint, MI.	\$6,584.00	\$6,584.00
1	ECCO EC5604-SK	5.6" LCD COLLOR SYSTEM W/TOUCHSCREEN CMOS 11 LED INFRARED CAMERA W/4 SENSORS	\$1,257.00	\$1,257.00

Notes:

Above quoted for ; 2019, FORD, F-350, DRW, CA 84"

This Quote is subject to the following terms and conditions:

Pricing Policy

- Price Quotation is good on orders received through the expiration date.
- Pricing quoted applies to chassis make/model originally provided and quantity quoted. Any change may result in price change.
- Orders are subject to all applicable state, local and federal excise taxes. Applicable taxes will be applied on final billing to customer upon completion of order.

Payment Policy

- Payment Terms are due upon receipt of signed quote unless prior credit agreement has been established at the time of order.
- Payment terms for customers with an established credit account will be Net 30 from date of invoice.
- Knapheide has right to assess late charges at 1.5% per month on all invoices that are 60 days or more past due.

Return Policy

- All sales are final. Purchased parts or products are non returnable.



Disc Golf Exploding in Popularity

There's no denying it, the growth of disc golf has made America take notice. More and more people pick up discs and head to a local course every year. And that means disc golf has become serious business for retailers and a must-have activity for public parks.

"Disc golf is not a fad. It has grown organically. But it's not a fad," says Russell Schwarz, of Innova Disc Golf, a leading manufacturer of disc golf equipment.

Played much like traditional golf in terms of rules, scoring, and etiquette; disc golf differs by throwing a specialized plastic disc off the tee and eventually putting out into a chain-catching metal basket. Disc golf also departs from traditional golf in its affordability to play and the relative low cost to install a course.

Manager of Tishomingo State Park in Mississippi, Bill Brekeen has seen the disc golf course growth first hand, installing three courses at his park since 1998.

"Whenever I do any promotion for disc golf, I say it's the fastest growing sport in America and I think it is," said Brekeen, who gets regular calls from out-of-state park officials looking to include disc golf in their park.



Strong disc golf sales have also made a believer in Play It Again Sports store owner Jay Douglass. After opening with a modest disc golf selection in 2007, he's grown his inventory dramatically to where disc golf equipment now takes up a large chunk of his Pineville, N.C. store.

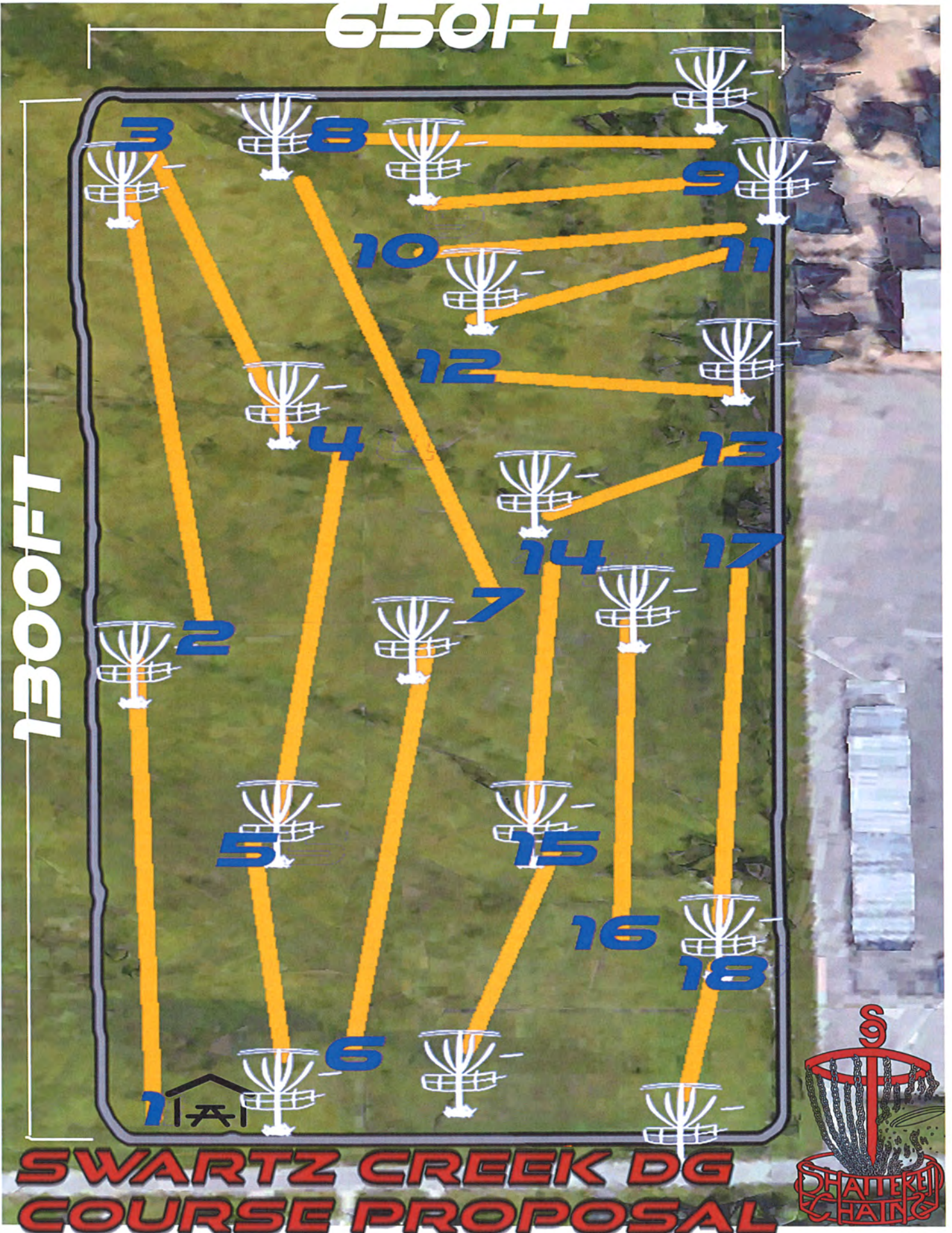
"It's a substantial portion of our business. It's definitely one of our top categories," said Douglass, who also supports the nearby

Charlotte Disc Golf Club.

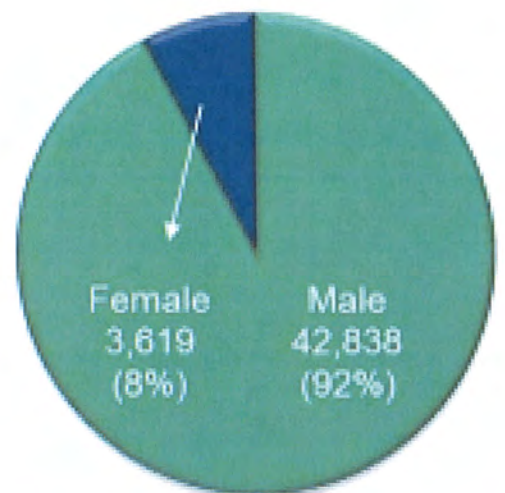
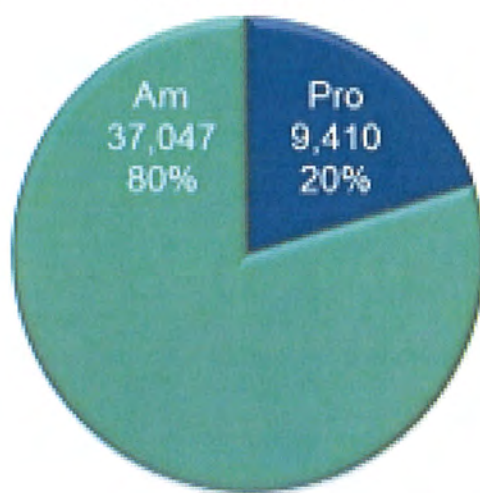
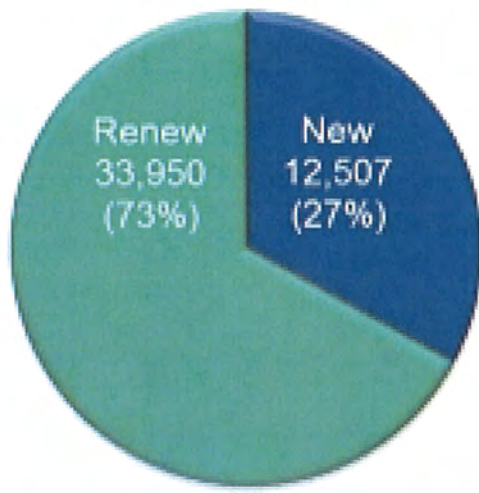
Coverage of some of the biggest disc golf events reached 82 million cable households last year in disc golf's first foray into regular cable access, according to Disc Golf Planet, who produced the shows and partnered with the Beach Sports Network to bring them to cable TV. This year that number increased to 95 million.

Known as the 'Super Bowl' of disc golf, The United States Disc Golf Championship (USDGC) is one of those events featured on cable. The event, with its beautiful course, high payout, and strong following is proof of how far the sport has come.

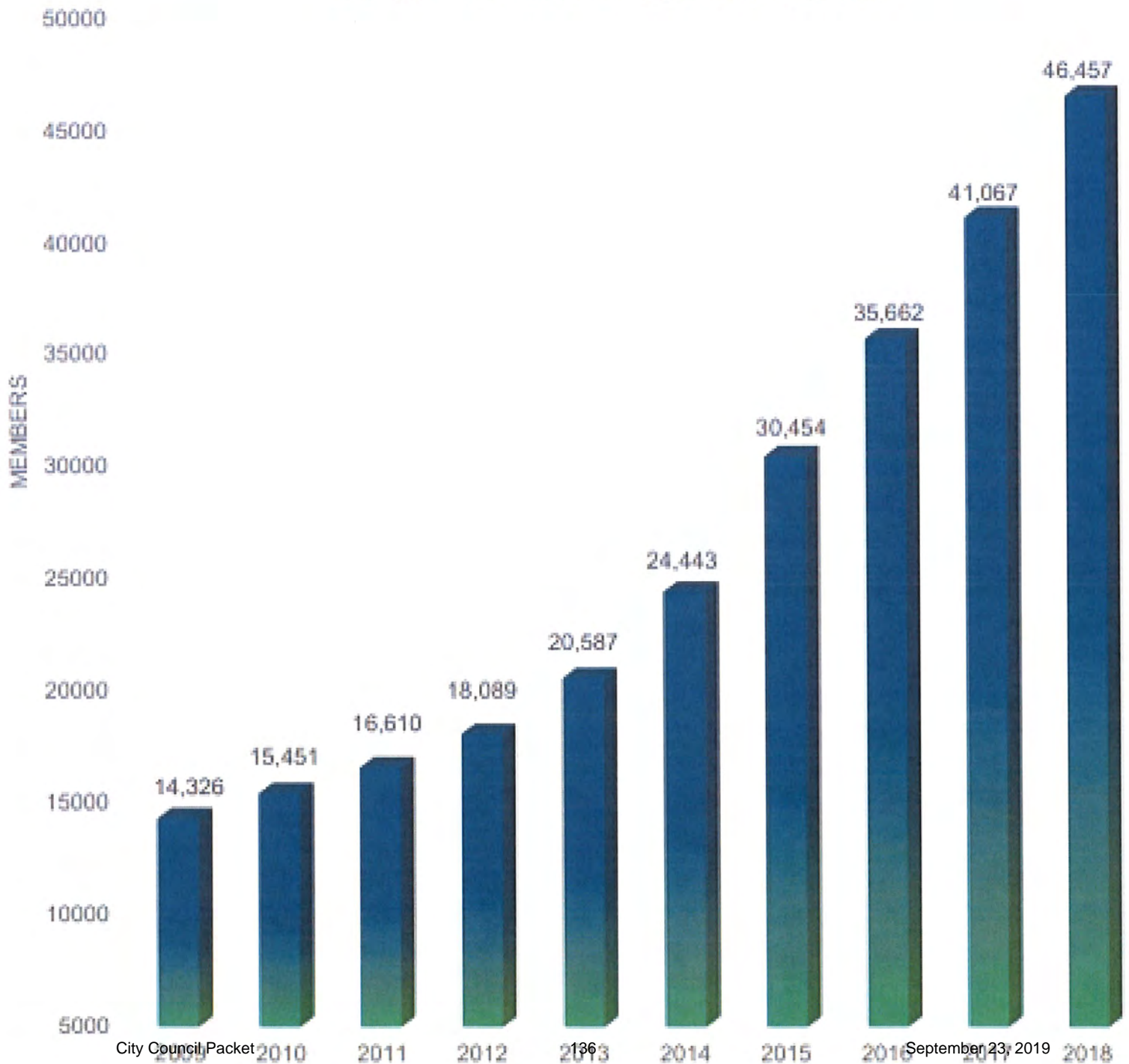
Traveling to places like Mississippi, it's easy to see how much disc golf has taken hold. Disc golf courses are in 16 (64%) of Mississippi's 25 state parks. After installing the first few courses and seeing the interest they created, courses in Mississippi state parks "spread like wild fire," according to Brekeen, a 30 year park employee.



SWARTZ CREEK DG COURSE PROPOSAL



2018 ACTIVE MEMBERS



GROWING THE SPORT

There are over 3 million players in North America.
There has been 10–15% annual growth for 40 years.

ACTIVE PDGA MEMBERS



COURSES in the UNITED STATES

