

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday, September 23, 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 September 9, 2019 MOTION Pg. 23
5. **APPROVE AGENDA:**
5A. Proposed / Amended Agenda MOTION Pg. 1
6. **REPORTS & COMMUNICATIONS:**
6A. City Manager's Report MOTION Pg. 3
6B. Staff Reports Pg. 40
6C. Kroger Appraisal Proposal Pg. 53
6D. Truck Plow Bid Pg. 55
6E. Disc Golf Information Pg. 57
6F. Single Audit Letter of Engagement Pg. 61
6G. Snow and Ice Removal Bids Pg. 70
6H. Shelter Ordinance Pg. 80
7. **MEETING OPENED TO THE PUBLIC:**
7A. General Public Comments
8. **COUNCIL BUSINESS:**
8A. Kroger Appraisal Proposal RESO Pg. 18
8B. Truck Plow Bid RESO Pg. 19
8C. Disc Golf Steering Committee RESO Pg. 20
8D. Single Audit Letter of Engagement RESO Pg. 20
8E. Snow and Ice Removal Bids RESO Pg. 21
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION

Next Month Calendar

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:	Tuesday, October 1, 2019, 7:00 p.m., PDBMB
Park Board:	Wednesday, October 2, 2019, 5:30 p.m., Dog Park
Downtown Development Authority:	Thursday, October 10, 2019, 6:00 p.m., PDBMB
City Council:	Monday, October 14, 2019, 7:00 p.m., PDBMB
Zoning Board of Appeals:	Wednesday, October 16, 2019, 6:00 p.m., PDBMB
Fire Board:	Monday, October 21, 2019, 6:00 p.m., Public Safety Bldg
City Council:	Monday, October 28, 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 23, 2019 - 7:00 P.M.

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

FROM: Adam Zettel, City Manager

DATE: September 18, 2019

ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

✓ **MICHIGAN TAX TRIBUNAL APPEALS** (*Business Item*)

Kroger has appealed again, and it is substantial. We have a professional service agreement for an appraisal from a company that we have used before. We suspected this would be around the \$4,000 mark, plus attorney and associated fees. A resolution is included to approve this for our defense.

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)** (*No Change in Status*)

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)**

We will publish our request for engineering services on September 27th. We will begin reviewing statements after October 25th, with the intention of having our selection this calendar year.

Again, this process is to ensure the city has a Michigan Department of Transportation pre-qualified engineer to work on projects with federal aid. It is obviously a good practice to apply for non-federal aid projects as well. The selection is valid for up to five years.

✓ **STREET PROJECT UPDATES (No Change in Status)**

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 - USDA** (*Business Item*)

Engineering continues. Bond counsel and other team members have been tentatively assembled and await progress. One of the items we must set in motion is the guarantee of auditing services for the federally mandated 'single audit' that is required for governments expending over \$750,000 in federal funds in a fiscal year. We have solicited an engagement letter from Plante Moran, PLLC, and included it for acceptance in this packet.

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 newsletter is going out soon. Let me know what you think.

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

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

1. The **streetscape project on Miller Road** is done except for lighting by CE and forestry!
2. **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. 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. Underground work is nearly complete.

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

We completed a walk through with Green Tech Systems, LLC on Wednesday to create the final punch list. 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.

Folks are already talking about future phases for Miller, east of Morrish and Morrish Road. The project appears to be popular and well done. We look forward to finalizing the work and reporting on the financial status.

✓ **TRAILS (Update)**

The second application to the DNR Trust Fund Grant has been submitted. We have gotten our preliminary score back, which isn't much better than last year. However, we have time to improve it by about 10%, which we plan to do. Since last year's score is often at a fundable level, I have confidence that (with improvements) we will be successful.

Engineering is being completed as we speak. 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)*

We hosted a couple members of the state RRC team onsite to assist in creating the property marketing packages. Once complete, we should be done with the RRC process!

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

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** *(No Change of Status)*

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. The expectation is that an application will be filed on or before October 16th. Prior to the application, we have a need to notify impacted owners and approve a resolution of support. The letters will be handled administratively. We expect to have a feedback session and resolution of support in the October 14, 2019 packet.

See the prior reports for more details. Detailed information on the research and recommendations by the Crim Fitness Foundation are available upon request.

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

We are live and have online applications coming in. The system seems to be working well. If there are not any issues, we will look to remove this from future reports.

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)*

We have approved this and will look to have the agreement executed. I expect no issues with the township. If that is the case, I shall remove this from future reports.

✓ **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** *(Update)*

The noise ordinance has been approved. This item will be removed from future reports.

✓ **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.

✓ **SHARED SERVICES AGREEMENT-MUNDY TOWNSHIP** *(No Change of Status)*

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 EVENT (Update)**

Jeepers Creekers has been conditionally approved by council. We anticipate a great event, with the disclaimer that this year will certainly be a learning experience for the committee, the Swartz Creek Chamber, the city, and the broader community. While we look forward to such a large event in downtown, it is the first such event conducted and may come with a degree of a learning curve.

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).

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! (Note: this event also has council and Michigan LCC approved alcohol sales at Holland Square from 3pm to 9pm).

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 (Update)**

We await installation, which should occur on September 24th-25th. Once up and running, I shall remove this section from future reports.

✓ **AUDIT SERVICES (No Change of Status)**

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.

✓ **DISC GOLF (*Business Item*)**

I am including a resolution to enable the planning of disc golf for property located on Bristol Road. This follows a recommendation to do so by the park board and an introduction of the concept to the city council at their meeting on September 9th. The previous report follows:

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.

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

✓ **MONTHLY REPORTS** *(Update)*

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

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

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

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** *(Update)*

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

✓ **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)*

Volunteers were scheduled to stain part of the playscape on 9/14 but there was not any participation.

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

✓ **TRUCK PLOW BID** (*Business Item*)

As promised, we have the plow bid for the new truck. This is the last notable piece of equipment needed to outfit the new wood chipper truck (which doubles as a snow plow in winter). The delay was in providing the state contract reference for this item to be purchased as a low bid from the state bidding list. A resolution is included to do so.

✓ **SNOW AND ICE REMOVAL BIDS** (*Business Item*)

The contract that was executed in the fall of in 2016 for snow removal services has expired. We bid the service, both for parking areas and sidewalks. The bids are attached.

Ace Outdoor is the current contractor and is the low bid for parking and the second lowest bid for sidewalks. They are proposing \$560 per 'push' for the parking areas. This is an increase from \$515 in 2016. We believe the Ace bid is reasonable. The other bid was from T's Lawncare and Snow Removal in the amount of \$665.

T's Lawncare and Snow Removal bid \$100 for a sidewalk clearing, compared to \$285 per clearing from Ace. However, we intend to perform most of the sidewalk maintenance ourselves, using the contract only as-needed. Under those circumstances, we recommend we go with the low parking lot bidder, Ace Outdoor. The company is insured and appropriately staffed. A resolution is attached to approve the contract.

✓ **SHELTER ORDINANCE** (*Update*)

I am including a copy of the Atlas Township shelter ordinance. We are looking at implementing this requirement, following the initiative of Atlas Township and Mundy Township. It appears and out-of-state homebuilding is buying up subdivisions in the area, and they see no problem with the construction of homes without a basement or other suitable shelter area.

I would not have believed that this would be an issue around here, but homes are being built without basements in Cole Creek (Bristol and Morrish), as well as Deer Run (Hill by Jennings). This is not desirable in my opinion. To prevent similar occurrences from happening in the city, I propose we move forward with a shelter ordinance. I have attached an example. Pending comment, I will look to have this included in the next packet.

Council Questions, Inquiries, Requests, Comments, and Notes

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 we have placed for the football season. Please let me know if there is an objection to this.

Bees: Bees invaded part of the city offices, and some of them set up shop in my office. Despite being yellow jackets, they stayed to themselves. We employed professional services to handle the infestation.

Hydrants: We are nearly done with annual hydrant flushing. There have been no reported issues or quality complaints.

**City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday, September 23, 2019, 7:00 P.M.**

Resolution No. 190923-4A MINUTES – September 9, 2019

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, September 9, 2019, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 190923-5A 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 23, 2019, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 190923-6A CITY MANAGER’S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council accept the City Manager’s Report of September 23, 2019, including reports and communications, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**Resolution No. 190923-8A RESOLUTION TO APPROVE APPRAISAL FOR
TOPVALCO INC (KROGER).**

Motion by Councilmember: _____

WHEREAS, the city assesses property and collects taxes per the Michigan General Property Tax Act; and

WHEREAS, the City Assessor is charged with determining values for property to be taxed under the same act and rules promulgated by the Michigan Department of Treasury, with the intent of valuing real and personal property in the city accurately, fairly, and consistently; and

WHEREAS, from time to time, the city finds it necessary to defend valuations that are appealed by owner interests in order to achieve those intentions.

NOW, THEREFORE, BE IT RESOLVED, the City of Swartz Creek City Council amend the budget to allocate \$8,000 of unencumbered, unreserved general fund monies to the assessing department for the purpose of contesting the tax appeals by parties commonly referred to as the Kroger (TOPVALCO, INC), PID 58-36-576-012, costs to include an appraisal, legal services, and other related expenses to be provided by the city's legal counsel and an appraisal firm, as selected by the city manager or assessor, with the authority of the city council under Section 2-402(a)(2) of the city ordinances.

BE IT FURTHER RESOLVED, the City of Swartz Creek City Council approve the proposal from Kevin Groves Appraisals, Inc., as included in the city council packet of September 23, 2019 and further direct the Mayor to execute said proposal on behalf of the city.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 190923-8B

RESOLUTION TO PURCHASE PLOW 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 plow equipment package from the State of Michigan Vehicle Contract; and

WHEREAS, Knapheide Truck Equipment in Flint, Michigan holds the MIDeal Contract for the desirable Western plow package; 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 plow equipment assembly from Knapheide

Truck Equipment in the amount of \$6,584.05 plus associated fees and expenses, to be apportioned from the Motor Pool Fund (661).
Second by Councilmember: _____

Voting For: _____
Voting Against: _____

Resolution No. 190923-8C **RESOLUTION TO APPROVE CONCEPTUAL PLANNING OF A DISC GOLF COURSE ON VACANT LAND LOCATED ON BRISTOL ROAD**

Motion by Councilmember: _____

WHEREAS, the City owns, operates and maintains parks and other facilities used for active and passive recreation; and

WHEREAS, the city owns approximately twenty acres of unimproved land that fronts Bristol Road between the General Motors facility and Heritage Village Condominiums; and

WHEREAS, said land has been noted as a potential recreational asset in the community plans; and

WHEREAS, improvements upon said land have been found to be unattainable due to grade, drainage, and financial restraints; and

WHEREAS, an extension of the Genesee Valley Trail is planned to be constructed on the frontage of this site in 2020; and

WHEREAS, the Parks and Recreation Advisory Board, after consultation with representatives of area disc golf groups, recommended the creation of a disc golf plan for said land at their regular meeting on September 4th; and

WHEREAS, the Park Board, staff, and local experts have the capacity to develop a use plan, with a timeline and financial impact assessment to the City Council.

NOW, THEREFORE, the City of Swartz Creek City Council hereby authorizes the Park Board to oversee the development of a disc golf plan for city-owned property on Bristol Road.

Second by Councilmember: _____

Voting For: _____
Voting Against: _____

Resolution No. 190923-8D **RESOLUTION TO APPROVE PROFESSIONAL AUDIT SERVICES AS REQUIRED TO RECEIVE FEDERAL FUNDS IN EXCESS OF \$750,000 FOR THE USDA**

**GRANT AND LOAN ASSISTANCE FUNDS RELATED TO
WATER MAIN REPLACEMENT**

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek owns, operates, and maintains a water distribution system, and

WHEREAS, the city is replacing streets, water main, and other public improvements as part of an ongoing investment strategy, and

WHEREAS, the city provides local and transmission water main that serves city residents and area residents alike, and

WHEREAS, the city has been provisionally awarded USDA grant and low interest loans that would defray some of the expense of providing for this local and regional water main infrastructure, and

WHEREAS, the expense of \$750,000 or greater of federal dollars requires a “Single Audit” to be performed by a qualified third party, and

WHEREAS, Plante Moran, PLLC, functioning as the city’s auditor, delivered a proposal, dated September 11, 2019 to provide such services.

NOW, THEREFORE BE IT RESOLVED that the City of Swartz Creek City Council accepts the proposal from Plante Moran, PLLC, in the amount of \$5,500 for the noted services.

BE IT FURTHER RESOLVED that the City of Swartz Creek directs the Treasurer to apportion expenses from the water fund.

BE IT FURTHER RESOLVED, that the City Council directs the City Manager to execute said proposal on behalf of the city.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 190923-8E

**A RESOLUTION TO APPROVE BIDS FOR SNOW AND
ICE REMOVAL FROM CITY PARKING AREAS AND
SIDEWALKS**

WHEREAS, the City of Swartz Creek sought sealed bids for the removal of snow and ice from city-owned properties, with an emphasis on parking areas, for services to be provided through April 2022; and

WHEREAS, Ace Outdoor Services was found to be the responsible low bidder out of two submitted bids.

NOW, THEREFORE, BE IT RESOLVED, the City of Swartz Creek accept the low bid of \$560.00 per “push”, for snow removal as per the specifications set forth in the bid package, and award the work to Ace Outdoor Services, LLC of Grand Blanc, Michigan, for a period ending April 30, 2022, with the stipulation that Ace Outdoor Services, LLC enter into a contractor’s agreement with the City.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Voting For: _____

Voting Against: _____

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE REGULAR COUNCIL MEETING
DATE 09/09/2019**

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

Invocation and Pledge of Allegiance.

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

Councilmembers Absent: Pinkston.

Staff Present: City Manager Adam Zettel, Clerk Connie Olger, City Attorney Chris Stritmatter.

Others Present: Lania Rocha, Bob Plumb, Steve Shumaker, Glenda Grable, Erik Jamison, Sean Kennedy, Jim Barclay, Metro PD Chief Bade, Nate Henry, Connie King.

EXCUSE MAYOR PRO TEM PINKSTON

Resolution No. 190909-01 (Carried)

Motion by Councilmember Gilbert
Second by Councilmember Hicks

I Move the Swartz Creek City Council excuse Mayor Pro Tem Pinkston.

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

APPROVAL OF MINUTES

Resolution No. 190909-02 (Carried)

Motion by Councilmember Root
Second by Councilmember Gilbert

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

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

APPROVAL OF AGENDA

Resolution No. 190909-03 (Carried)

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Motion by Councilmember Cramer
Second by Councilmember Farmer

I Move the Swartz Creek City Council approve the Agenda as, printed for the Regular Council Meeting of September 9, 2019, to be circulated and placed on file.

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

CITY MANAGER'S REPORT

Resolution No. 190909-04 (Carried)

Motion by Councilmember Farmer
Second by Councilmember Gilbert

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.

Discussion Ensued.

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

MEETING OPENED TO THE PUBLIC:

Glenda Grable, 4464 Colony Court, addressed a fire hydrant placed too close to her driveway and would like it moved.

Sean Kennedy, Cornerstone Baptist Church, passed out invitations to Public Servants Day, September 29, 2019 at 9:30 a.m. He is also against the city allowing alcohol and smoking/vaping at Holland Square Plaza events.

COUNCIL BUSINESS:

******MasterResolution******

RESOLUTION TO APPROVE A FESTIVAL PERMIT FOR THE SWARTZ CREEK CHAMBER OF COMMERCE, JEEPERS CREEKERS, EVENTS IN OCTOBER OF 2019

Resolution No. 190909-05 (Amended)

Motion by Councilmember Hicks
Second by Councilmember Gilbert

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

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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 190909-5A1 through 190909-5A6, 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.

JEEPERS CREEKERS, STREET FESTIVAL, GENERAL STREET & PROPERTY USE PERMITS

Resolution No. 190909-5A1

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.

JEEPERS CREEKERS, STREET USAGE PERMIT

Resolution No. 190909-5A2

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

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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.

JEEPERS CREEKERS, STREET USAGE PERMIT

Resolution No. 190909-5A3

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.

JEEPERS CREEKERS, STREET USAGE PERMIT TO APPROVE 5K FOOT RACE STREET PERMIT

Resolution No. 190909-5A4

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.

JEEPERS CREEKERS, STREET USAGE PERMIT, MOTOR AND PEDESTRIAN PARADE

Resolution No. 190909-5A5

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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.

JEEPERS CREEKERS ALCOHOL SALES PERMIT

Resolution No. 190909-5A6

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 serve 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 ~~3:00 PM through 9:00 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.

Discussion Ensued.

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

Resolution No. 190909-06

(Carried)

Motion by Councilmember Farmer
Second by Councilmember Hicks

I Move to amend the motion resolution 5A6 to change the time to 3:00 p.m. through 9:00 p.m.

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

**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**

Resolution No. 190909-07

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Cramer

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.

Discussion Ensued.

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

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

Resolution No. 190909-08

(Amended)

Motion by Councilmember Root
Second by Councilmember Cramer

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

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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, including trains;

(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;

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(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,

Deleted: 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

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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 9th day of September, 2019, Councilmember Root moved for adoption of the ordinance and Councilmember Cramer 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 9th day of September, 2019.

Connie Olger
City Clerk

Discussion Ensued.

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

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NO: None. Motion Declared Carried.

Resolution No. 190909-09

(Carried)

Motion by Councilmember Farmer
Second by Councilmember Root

I Move to amend the motion to remove from Exceptions #8 to persons more than 50 feet from the point of amplification.

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

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

Resolution No. 190909-10

(Carried)

Motion by Councilmember Cramer
Second by Councilmember Hicks

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;

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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.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

Deleted: ¶

Break 8:14 p.m. to 8:20 p.m.

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

Resolution No. 190909-11

(Carried)

Motion by Councilmember Farmer

Second by Councilmember Gilbert

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.

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

NO: None. Motion Declared Carried.

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

Resolution No. 190909-12

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Gilbert

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.

Discussion Ensued.

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

**RESOLUTION TO CREATE RULES FOR THE USE OF HOLLAND SQUARE AND CITY
PARKING AREAS**

Resolution No. 190909-13

(Amended)

Motion by Councilmember Hicks
Second by Councilmember Gilbert

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

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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.

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

Resolution No. 190909-14

(Carried)

I Move to amend the attached Plaza Guidelines #2 Smoking by adding unless part of a council approved event.

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

RESOLUTION TO PURCHASE HOOD AND RELATED EQUIPMENT FOR THE WOOD CHIPPER 4X4 TRUCK

Resolution No. 190909-15

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Cramer

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).

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

MEETING OPENED TO THE PUBLIC:

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None.

EMARKS BY COUNCILMEMBERS:

Councilmember Hicks commented on signs in Flint & Mundy Township (Maple & Dye) and the plaza guidelines.

Councilmember Farmer the pedestrian islands are fantastic. He is excited for the fall events coming.

Councilmember Cramer gave an update on the 2020 census committee. Late September will be the first committee meeting. He also is excited for the fall events.

Mayor Krueger commented on Sharp's open house how wonderful the event was and an overwhelming turnout. He reminded everyone about the Historical Society's meeting September 11th at 7 PM at city hall. They are having a special presentation and celebration on the 60th anniversary of the city.

ADJOURNMENT

Resolution No. 190909-16

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Farmer

I Move the Swartz Creek City Council adjourn the regular meeting at 8:50 p.m.

Unanimous Voice Vote.

David A. Krueger, Mayor

Connie Olger, City Clerk

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REVENUE AND EXPENDITURE REPORT FOR CITY OF SWARTZ CREEK
PERIOD ENDING 08/31/2019

GL NUMBER	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 08/31/2019	AVAILABLE BALANCE	% BDGT USED
Fund 101 - General Fund					
000.000 - General	2,280,530.00	2,280,530.00	351,056.76	1,929,473.24	15.39
215.000 - Administration and Clerk	42.00	42.00	18.80	23.20	44.76
301.000 - Police Dept	3,800.00	3,800.00	4,140.95	(340.95)	108.97
345.000 - PUBLIC SAFETY BUILDING	28,100.00	28,100.00	1,194.70	26,905.30	4.25
410.000 - Building & Zoning & Planning	65,830.00	65,830.00	20,222.50	45,607.50	30.72
448.000 - Lighting	9,870.00	9,870.00	1,286.92	8,583.08	13.04
448.001 - Decorative Street Lighting	8,165.39	8,165.39	0.00	8,165.39	0.00
782.000 - Facilities - Abrams Park	100.00	100.00	140.00	(40.00)	140.00
783.000 - Facilities - Elms Rd Park	6,700.00	6,700.00	1,490.00	5,210.00	22.24
790.000 - Facilities-Senior Center/Libr	7,980.00	7,980.00	561.86	7,418.14	7.04
790.012 - CDBG Senior Center Operations	0.00	1,440.95	0.00	1,440.95	0.00
931.000 - Transfers IN	38,000.00	38,000.00	0.00	38,000.00	0.00
TOTAL REVENUES	2,449,117.39	2,450,558.34	380,112.49	2,070,445.85	
000.000 - General	14,160.00	14,160.00	2,273.58	11,886.42	16.06
101.000 - Council	20,210.43	20,210.43	6,049.52	14,160.91	29.93
172.000 - Executive	109,561.45	132,061.45	34,416.28	97,645.17	26.06
201.000 - Finance,Budgeting,Accounting	47,008.38	47,008.38	4,544.97	42,463.41	9.67
215.000 - Administration and Clerk	28,138.95	28,138.95	7,929.03	20,209.92	28.18
228.000 - Information Technology	16,600.00	16,600.00	7,051.77	9,548.23	42.48
247.000 - Board of Review	2,450.65	2,450.65	322.96	2,127.69	13.18
253.000 - Treasurer	43,940.75	43,940.75	5,867.81	38,072.94	13.35

GL NUMBER	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 08/31/2019	AVAILABLE BALANCE	% BDGT USED
257.000 - Assessor	55,963.72	55,963.72	6,109.70	49,854.02	10.92
262.000 - Elections	58,867.77	58,867.77	2,095.35	56,772.42	3.56
266.000 - Legal Council	20,000.00	20,000.00	1,904.00	18,096.00	9.52
301.000 - Police Dept	7,855.00	7,855.00	4,050.30	3,804.70	51.56
301.266 - Legal Council PSFY	4,100.00	4,100.00	0.00	4,100.00	0.00
301.851 - Retiree Employer Health Care PSFY	21,133.00	21,133.00	2,988.54	18,144.46	14.14
334.000 - Metro Police Authority	990,000.00	990,000.00	242,731.75	747,268.25	24.52
336.000 - Fire Department	200,781.24	200,781.24	48,789.02	151,992.22	24.30
345.000 - PUBLIC SAFETY BUILDING	45,613.25	45,613.25	6,768.79	38,844.46	14.84
410.000 - Building & Zoning & Planning	117,084.00	117,084.00	10,872.80	106,211.20	9.29
410.025 - 2017 CDBG 5157 Morrish Demo	375.00	375.00	0.00	375.00	0.00
448.000 - Lighting	108,165.39	108,165.39	11,381.52	96,783.87	10.52
728.005 - Holland Square Streetscape	103,700.00	290,682.31	114,743.29	175,939.02	39.47
781.000 - Facilities - Pajtas Amphitheat	2,025.62	2,025.62	844.76	1,180.86	41.70
782.000 - Facilities - Abrams Park	43,259.60	43,259.60	7,231.13	36,028.47	16.72
783.000 - Facilities - Elms Rd Park	77,407.45	77,407.45	19,891.63	57,515.82	25.70
783.016 - Elms Park Brm-Trail Reno RP15-0003	2,710.50	0.00	0.00	0.00	0.00
784.000 - Facilities - Bicentennial Park	1,930.75	1,930.75	1,082.40	848.35	56.06
786.000 - Non-Motorized Trailway	150,000.00	150,000.00	0.00	150,000.00	0.00
787.000 - Veterans Memorial Park	3,173.58	3,173.58	587.41	2,586.17	18.51
790.000 - Facilities-Senior Center/Libr	36,376.28	36,376.28	5,748.80	30,627.48	15.80
790.012 - CDBG Senior Center Operations	0.00	1,440.95	0.00	1,440.95	0.00
793.000 - Facilities - City Hall	19,505.94	19,505.94	2,930.82	16,575.12	15.03

GL NUMBER	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 08/31/2019	AVAILABLE BALANCE	% BDGT USED
794.000 - Community Promotions Program	40,958.41	40,958.41	6,423.26	34,535.15	15.68
796.000 - Facilities - Cemetary	2,492.94	2,492.94	1,057.96	1,434.98	42.44
797.000 - Facilities - City Parking Lots	7,074.46	7,074.46	455.96	6,618.50	6.45
851.000 - Retired Employee Health Care	25,377.00	25,377.00	1,416.66	23,960.34	5.58
965.000 - Transfers Out	164,930.00	164,930.00	0.00	164,930.00	0.00
TOTAL EXPENDITURES	2,592,931.51	2,801,144.27	568,561.77	2,232,582.50	
Fund 101 - General Fund:					
TOTAL REVENUES	2,449,117.39	2,450,558.34	380,112.49	2,070,445.85	15.51
TOTAL EXPENDITURES	2,592,931.51	2,801,144.27	568,561.77	2,232,582.50	20.30
NET OF REVENUES & EXPENDITURES	(143,814.12)	(350,585.93)	(188,449.28)	(162,136.65)	
Fund 202 - Major Street Fund					
000.000 - General	430,121.00	430,121.00	(175.01)	430,296.01	(0.04)
441.000 - Miller Rd Park & Ride	5,200.00	5,200.00	(73.30)	5,273.30	(1.41)
449.500 - Right of Way - General	1,250.00	1,250.00	0.00	1,250.00	0.00
453.105 - Fairchild-Cappy to Miller TIP	201,600.00	253,585.91	24,018.49	229,567.42	9.47
463.000 - Routine Maint - Streets	288.00	288.00	0.00	288.00	0.00
478.000 - Snow & Ice Removal	500.00	500.00	0.00	500.00	0.00
TOTAL REVENUES	638,959.00	690,944.91	23,770.18	667,174.73	
228.000 - Information Technology	800.00	800.00	306.82	493.18	38.35
441.000 - Miller Rd Park & Ride	5,892.21	5,892.21	1,014.20	4,878.01	17.21
448.000 - Lighting	90,547.00	90,547.00	90,547.00	0.00	100.00
449.500 - Right of Way - General	9,500.00	9,500.00	13,484.00	(3,984.00)	141.94
453.105 - Fairchild-Cappy to Miller TIP	257,000.00	300,434.84	62,347.21	238,087.63	20.75
463.000 - Routine Maint - Streets	53,521.36	53,521.36	18,873.47	34,647.89	35.26
463.308 - Winston - Oakview to Chesterfield	0.00	0.00	1,312.00	(1,312.00)	100.00

GL NUMBER	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 08/31/2019	AVAILABLE BALANCE	% BDGT USED
474.000 - Traffic Services	31,334.12	31,334.12	4,494.46	26,839.66	14.34
478.000 - Snow & Ice Removal	39,449.85	39,449.85	111.86	39,337.99	0.28
482.000 - Administrative	11,292.50	11,292.50	1,618.32	9,674.18	14.33
538.500 - Intercommunity storm drains	3,700.00	3,700.00	4,132.89	(432.89)	111.70
965.000 - Transfers Out	100,000.00	100,000.00	0.00	100,000.00	0.00
TOTAL EXPENDITURES	603,037.04	646,471.88	198,242.23	448,229.65	
Fund 202 - Major Street Fund:					
TOTAL REVENUES	638,959.00	690,944.91	23,770.18	667,174.73	3.44
TOTAL EXPENDITURES	603,037.04	646,471.88	198,242.23	448,229.65	30.67
NET OF REVENUES & EXPENDITURES	35,921.96	44,473.03	(174,472.05)	218,945.08	
Fund 203 - Local Street Fund					
000.000 - General	150,691.00	150,691.00	31.69	150,659.31	0.02
449.000 - Right of Way Telecomm	15,000.00	15,000.00	0.00	15,000.00	0.00
449.500 - Right of Way - General	1,250.00	1,250.00	0.00	1,250.00	0.00
463.000 - Routine Maint - Streets	288.00	288.00	0.00	288.00	0.00
478.000 - Snow & Ice Removal	300.00	300.00	0.00	300.00	0.00
931.000 - Transfers IN	540,000.00	540,000.00	0.00	540,000.00	0.00
TOTAL REVENUES	707,529.00	707,529.00	31.69	707,497.31	
228.000 - Information Technology	800.00	800.00	306.82	493.18	38.35
448.000 - Lighting	9,021.00	9,021.00	9,021.00	0.00	100.00
449.000 - Right of Way Telecomm	15,000.00	15,000.00	0.00	15,000.00	0.00
449.500 - Right of Way - General	15,000.00	15,000.00	14,794.73	205.27	98.63
463.000 - Routine Maint - Streets	197,393.54	197,393.54	13,945.19	183,448.35	7.06
463.106 - Hemsley Reconstruction	85,792.42	126,545.67	22,785.00	103,760.67	18.01
463.108 - Oxford Court	0.00	0.00	1,389.00	(1,389.00)	100.00

GL NUMBER	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 08/31/2019	AVAILABLE BALANCE	% BDGT USED
474.000 - Traffic Services	19,955.58	19,955.58	1,208.17	18,747.41	6.05
478.000 - Snow & Ice Removal	47,564.75	47,564.75	172.48	47,392.27	0.36
482.000 - Administrative	16,231.44	16,231.44	2,438.82	13,792.62	15.03
538.500 - Intercommunity storm drains	4,825.00	4,825.00	4,132.88	692.12	85.66
TOTAL EXPENDITURES	411,583.73	452,336.98	70,194.09	382,142.89	
Fund 203 - Local Street Fund:					
TOTAL REVENUES	707,529.00	707,529.00	31.69	707,497.31	0.00
TOTAL EXPENDITURES	411,583.73	452,336.98	70,194.09	382,142.89	15.52
NET OF REVENUES & EXPENDITURES	295,945.27	255,192.02	(70,162.40)	325,354.42	
Fund 204 - MUNICIPAL STREET FUND					
000.000 - General	631,220.00	631,220.00	151,146.16	480,073.84	23.95
TOTAL REVENUES	631,220.00	631,220.00	151,146.16	480,073.84	
905.000 - Debt Service	165,475.28	165,475.28	320.83	165,154.45	0.19
965.000 - Transfers Out	440,000.00	440,000.00	0.00	440,000.00	0.00
TOTAL EXPENDITURES	605,475.28	605,475.28	320.83	605,154.45	
Fund 204 - MUNICIPAL STREET FUND:					
TOTAL REVENUES	631,220.00	631,220.00	151,146.16	480,073.84	23.95
TOTAL EXPENDITURES	605,475.28	605,475.28	320.83	605,154.45	0.05
NET OF REVENUES & EXPENDITURES	25,744.72	25,744.72	150,825.33	(125,080.61)	
Fund 226 - Garbage Fund					
000.000 - General	395,423.00	395,423.00	87,897.58	307,525.42	22.23
TOTAL REVENUES	395,423.00	395,423.00	87,897.58	307,525.42	
000.000 - General	8,873.00	8,873.00	0.00	8,873.00	0.00
101.000 - Council	4,390.35	4,390.35	1,285.24	3,105.11	29.27
172.000 - Executive	8,768.92	8,768.92	1,915.46	6,853.46	21.84
201.000 - Finance,Budgeting,Accounting	7,300.77	7,300.77	489.33	6,811.44	6.70
215.000 - Administration and Clerk	4,228.93	4,228.93	856.62	3,372.31	20.26

GL NUMBER	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 08/31/2019	AVAILABLE BALANCE	% BDGT USED
228.000 - Information Technology	2,150.00	2,150.00	767.23	1,382.77	35.69
253.000 - Treasurer	8,282.59	8,282.59	1,103.26	7,179.33	13.32
257.000 - Assessor	800.00	800.00	0.00	800.00	0.00
528.000 - Sanitation Collection	290,477.59	290,477.59	48,372.87	242,104.72	16.65
530.000 - Wood Chipping	42,355.00	42,355.00	19,474.99	22,880.01	45.98
782.000 - Facilities - Abrams Park	4,457.22	4,457.22	2,398.66	2,058.56	53.82
783.000 - Facilities - Elms Rd Park	5,203.95	5,203.95	2,492.66	2,711.29	47.90
793.000 - Facilities - City Hall	3,905.04	3,905.04	643.66	3,261.38	16.48
TOTAL EXPENDITURES	391,193.36	391,193.36	79,799.98	311,393.38	
Fund 226 - Garbage Fund:					
TOTAL REVENUES	395,423.00	395,423.00	87,897.58	307,525.42	22.23
TOTAL EXPENDITURES	391,193.36	391,193.36	79,799.98	311,393.38	20.40
NET OF REVENUES & EXPENDITURES	4,229.64	4,229.64	8,097.60	(3,867.96)	
Fund 248 - Downtown Development Fund					
000.000 - General	45,310.00	45,310.00	35,150.24	10,159.76	77.58
728.004 - Family Movie Night	2,500.00	2,500.00	0.00	2,500.00	0.00
TOTAL REVENUES	47,810.00	47,810.00	35,150.24	12,659.76	
173.000 - DDA Administration	2,510.00	2,510.00	2.50	2,507.50	0.10
728.002 - Streetscape	475.00	475.00	0.00	475.00	0.00
728.004 - Family Movie Night	3,950.00	3,950.00	2,673.66	1,276.34	67.69
TOTAL EXPENDITURES	6,935.00	6,935.00	2,676.16	4,258.84	
Fund 248 - Downtown Development Fund:					
TOTAL REVENUES	47,810.00	47,810.00	35,150.24	12,659.76	73.52
TOTAL EXPENDITURES	6,935.00	6,935.00	2,676.16	4,258.84	38.59
NET OF REVENUES & EXPENDITURES	40,875.00	40,875.00	32,474.08	8,400.92	
Fund 350 - City Hall Debt Fund					
000.000 - General	12.75	12.75	0.12	12.63	0.94

GL NUMBER	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 08/31/2019	AVAILABLE BALANCE	% BDGT USED
931.000 - Transfers IN	88,730.00	88,730.00	0.00	88,730.00	0.00
TOTAL REVENUES	88,742.75	88,742.75	0.12	88,742.63	
905.000 - Debt Service	89,480.00	89,480.00	0.00	89,480.00	0.00
TOTAL EXPENDITURES	89,480.00	89,480.00	0.00	89,480.00	
Fund 350 - City Hall Debt Fund:					
TOTAL REVENUES	88,742.75	88,742.75	0.12	88,742.63	0.00
TOTAL EXPENDITURES	89,480.00	89,480.00	0.00	89,480.00	0.00
NET OF REVENUES & EXPENDITURES	(737.25)	(737.25)	0.12	(737.37)	
Fund 402 - Fire Equip Replacement Fund					
000.000 - General	10.00	10.00	1.97	8.03	19.70
931.000 - Transfers IN	75,000.00	75,000.00	0.00	75,000.00	0.00
TOTAL REVENUES	75,010.00	75,010.00	1.97	75,008.03	
Fund 402 - Fire Equip Replacement Fund:					
TOTAL REVENUES	75,010.00	75,010.00	1.97	75,008.03	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES	75,010.00	75,010.00	1.97	75,008.03	
Fund 590 - Water Supply Fund					
000.000 - General	2,100.00	2,100.00	(3,985.36)	6,085.36	(189.78)
540.000 - Water System	2,225,695.00	2,225,695.00	(59,300.22)	2,284,995.22	(2.66)
TOTAL REVENUES	2,227,795.00	2,227,795.00	(63,285.58)	2,291,080.58	
000.000 - General	22,382.50	22,382.50	0.00	22,382.50	0.00
101.000 - Council	11,606.88	11,606.88	3,212.92	8,393.96	27.68
172.000 - Executive	30,681.16	30,681.16	6,061.22	24,619.94	19.76
201.000 - Finance,Budgeting,Accounting	22,649.21	22,649.21	1,897.46	20,751.75	8.38
215.000 - Administration and Clerk	15,872.96	15,872.96	3,183.61	12,689.35	20.06
228.000 - Information Technology	6,000.00	6,000.00	2,306.21	3,693.79	38.44
253.000 - Treasurer	31,271.84	31,271.84	4,213.22	27,058.62	13.47

GL NUMBER	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 08/31/2019	AVAILABLE BALANCE	% BDGT USED
540.000 - Water System	2,076,741.20	2,098,658.70	170,963.08	1,927,695.62	8.15
542.000 - Read and Bill	56,248.38	56,248.38	5,433.98	50,814.40	9.66
543.230 - Water Main Repair USDA Grant	149,195.00	149,195.00	16,520.75	132,674.25	11.07
793.000 - Facilities - City Hall	10,277.73	10,277.73	1,601.78	8,675.95	15.58
850.000 - Other Functions	12,000.00	12,000.00	0.00	12,000.00	0.00
905.000 - Debt Service	49,916.22	49,916.22	95.83	49,820.39	0.19
TOTAL EXPENDITURES	2,494,843.08	2,516,760.58	215,490.06	2,301,270.52	
Fund 590 - Water Supply Fund:					
TOTAL REVENUES	2,227,795.00	2,227,795.00	(63,285.58)	2,291,080.58	2.84
TOTAL EXPENDITURES	2,494,843.08	2,516,760.58	215,490.06	2,301,270.52	8.56
NET OF REVENUES & EXPENDITURES	(267,048.08)	(288,965.58)	(278,775.64)	(10,189.94)	
Fund 591 - Sanitary Sewer Fund					
000.000 - General	2,500.00	2,500.00	(2,070.79)	4,570.79	(82.83)
536.000 - Sewer System	1,289,965.00	1,289,965.00	(31,242.38)	1,321,207.38	(2.42)
TOTAL REVENUES	1,292,465.00	1,292,465.00	(33,313.17)	1,325,778.17	
000.000 - General	22,682.50	22,682.50	0.00	22,682.50	0.00
101.000 - Council	11,281.88	11,281.88	3,212.95	8,068.93	28.48
172.000 - Executive	30,593.04	30,593.04	6,061.16	24,531.88	19.81
201.000 - Finance,Budgeting,Accounting	22,554.21	22,554.21	1,897.31	20,656.90	8.41
215.000 - Administration and Clerk	16,422.96	16,422.96	3,183.60	13,239.36	19.39
228.000 - Information Technology	6,000.00	6,000.00	2,306.22	3,693.78	38.44
253.000 - Treasurer	31,211.70	31,211.70	4,213.21	26,998.49	13.50
536.000 - Sewer System	995,116.56	1,024,459.06	9,714.86	1,014,744.20	0.95
537.000 - Sewer Lift Stations	9,074.40	9,074.40	2,248.06	6,826.34	24.77
542.000 - Read and Bill	64,579.13	64,579.13	7,174.33	57,404.80	11.11

GL NUMBER	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 08/31/2019	AVAILABLE BALANCE	% BDGT USED
543.400 - Reline Existing Sewers	197,000.00	197,000.00	0.00	197,000.00	0.00
793.000 - Facilities - City Hall	10,069.04	10,069.04	1,594.60	8,474.44	15.84
850.000 - Other Functions	5,000.00	5,000.00	0.00	5,000.00	0.00
TOTAL EXPENDITURES	1,421,585.42	1,450,927.92	41,606.30	1,409,321.62	
Fund 591 - Sanitary Sewer Fund:					
TOTAL REVENUES	1,292,465.00	1,292,465.00	(33,313.17)	1,325,778.17	2.58
TOTAL EXPENDITURES	1,421,585.42	1,450,927.92	41,606.30	1,409,321.62	2.87
NET OF REVENUES & EXPENDITURES	(129,120.42)	(158,462.92)	(74,919.47)	(83,543.45)	
Fund 661 - Motor Pool Fund					
000.000 - General	154,115.26	154,115.26	38,559.17	115,556.09	25.02
TOTAL REVENUES	154,115.26	154,115.26	38,559.17	115,556.09	
172.000 - Executive	10,628.40	10,628.40	9,729.04	899.36	91.54
201.000 - Finance,Budgeting,Accounting	7,889.59	7,889.59	1,054.86	6,834.73	13.37
228.000 - Information Technology	1,150.00	1,150.00	296.09	853.91	25.75
795.000 - Facilities - City Garage	188,597.59	188,597.59	7,793.15	180,804.44	4.13
850.000 - Other Functions	9,850.00	9,850.00	0.00	9,850.00	0.00
TOTAL EXPENDITURES	218,115.58	218,115.58	18,873.14	199,242.44	
Fund 661 - Motor Pool Fund:					
TOTAL REVENUES	154,115.26	154,115.26	38,559.17	115,556.09	25.02
TOTAL EXPENDITURES	218,115.58	218,115.58	18,873.14	199,242.44	8.65
NET OF REVENUES & EXPENDITURES	(64,000.32)	(64,000.32)	19,686.03	(83,686.35)	
Fund 865 - Sidewalks					
478.000 - Snow & Ice Removal	1,000.00	1,000.00	0.00	1,000.00	0.00
931.000 - Transfers IN	1,200.00	1,200.00	0.00	1,200.00	0.00
TOTAL REVENUES	2,200.00	2,200.00	0.00	2,200.00	
478.000 - Snow & Ice Removal	2,200.00	2,200.00	0.00	2,200.00	0.00
TOTAL EXPENDITURES	2,200.00	2,200.00	0.00	2,200.00	

GL NUMBER	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 08/31/2019	AVAILABLE BALANCE	% BDGT USED
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Fund 865 - Sidewalks:					
TOTAL REVENUES	2,200.00	2,200.00	0.00	2,200.00	0.00
TOTAL EXPENDITURES	2,200.00	2,200.00	0.00	2,200.00	0.00
NET OF REVENUES & EXPENDITURES	0.00	0.00	0.00	0.00	
<hr/>					
Fund 866 - Weed Fund					
000.000 - General	6,800.00	6,800.00	1,950.00	4,850.00	28.68
TOTAL REVENUES	6,800.00	6,800.00	1,950.00	4,850.00	
000.000 - General	2,100.00	2,100.00	460.00	1,640.00	21.90
965.000 - Transfers Out	38,000.00	38,000.00	0.00	38,000.00	0.00
TOTAL EXPENDITURES	40,100.00	40,100.00	460.00	39,640.00	
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Fund 866 - Weed Fund:					
TOTAL REVENUES	6,800.00	6,800.00	1,950.00	4,850.00	28.68
TOTAL EXPENDITURES	40,100.00	40,100.00	460.00	39,640.00	1.15
NET OF REVENUES & EXPENDITURES	(33,300.00)	(33,300.00)	1,490.00	(34,790.00)	

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE DOWNTOWN DEVELOPMENT AUTHORITY
September 12, 2019**

The Regular Meeting was called to order at 6:00, by Board Member Krueger in the Swartz Creek City Council Chambers, 8083 Civic Drive.

Board Members Present: Eckerdt, King, LaBeau (arrived late). Krueger, Plumb, Raffaelli, Jamison, Whittey

Board Members Absent: Beedy.

Staff Present: Adam Zettel

Others Present: Rae Lynn Hicks, Dennis Cramer, Sandi Brill, Ken Brill, Sandra Dively.

APPROVAL OF AGENDA:

Resolution No. 190912-01 **(Carried)**

Motion by Board Member Jamison
Second by Board Member Eckerdt

I Move the Swartz Creek City Downtown Development Authority approves the agenda, for the September 12, 2019 Downtown Development Meeting.

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

APPROVAL OF MINUTES:

Resolution No. 190912-02 **(Carried)**

Motion by Board Member Plumb
Second by Board Member Raffaelli

I Move the Swartz Creek City Downtown Development Authority approves the minutes for the August 8, 2019 Downtown Development Authority meeting.

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

MEETING OPEN TO PUBLIC:

Dennis Cramer, 5299 Worchester Drive, commended the authority on all their hard work on the streetscape downtown.

MOVIE SCREEN

DISCUSSION

Board Member Erik Jamison presented his research, definite upgrade from what we currently have and it doesn't include any audio equipment. Mr. Jamison is willing to grant back their DDA façade grant back to the DDA to use for the purchase of this equipment.

Board Member Raffaelli commented that the Kiwanis may possibly donate towards this purchase.

Resolution No. 190912-03

(Carried)

Motion by Board Member Plumb
Second by Board Member Eckerdt

I Move the Swartz Creek City Downtown Development Authority approve to move forward with final pricing on the screen, projector and electronics package.

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

The consensus of the board is the 24" screen is desired.

MEETING OPEN TO PUBLIC:

Sandi Brill, Swartz Creek Women's Club thanked the authority for the contribution to purchase the flowers downtown. She introduced Sandra Dively as the new beautification chair. They put their flower order in this Fall for next year and just wanted to verify the amount of baskets/flowers needed.

REMARKS BY BOARD MEMBERS:

Board Member LaBeau today is 3 year anniversary of her business in Swartz Creek.

Board Member King the flowers were fantastic this year.

Board Member Whittey the flowers downtown are outstanding. Would like to see the DDA promote to shop local.

Board Member Jamison agrees with Board Member Whittey on promoting shopping downtown. The things that are going on now will help. Looking forward to all the things coming.

Board Member Eckerdt lots of great ideas tonight. It's great to be back.

Board Member Krueger the streetscape and parking lot downtown is great.

ADJOURNMENT:

Resolution No. 190912-04

Carried

Motion by Board Member Plumb
Second by Board Member Raffaelli

The Swartz Creek DDA adjourns the September 12, 2019 DDA meeting at 7:23 p.m.

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

Connie King



11817 S. Saginaw Street
Grand Blanc, MI 48439
Phone: (810) 694-2470

September 4, 2019

Mr. Adam Zettel, City Manager
City of Swartz Creek
8083 Civic Dr.
Swartz Creek, MI 48472

**RE: Engagement of Appraisal Services
Kroger Store and Gas Station**

Dear Mr. Zettel

Per your request, we are submitting this engagement letter for your review and signature.

1. Address:	7084 Miller Road, Swartz Creek, MI.
Property Type:	Retail Grocery and Gasoline Sales
Type of Valuation:	Retrospective value utilizing the Sales Comparison Approach and Cost Approach (1 year). There shall be an additional charge of \$500.00 for each year in addition to the original petition year.
Fee for Appraisal:	\$4,000.00

The appraisal fee of **\$4,000** for said services will include all costs associated with developing the appraisal. Any time required for post appraisal meetings, depositions or testimony will be charged at \$200.00 per hour. The appraisal will be delivered to the client within 60 days of our receipt of a signed engagement letter.

In accordance with the Uniform Standards of Professional Appraisal Practice the fee shall not be "...contingent upon the development or reporting of a predetermined value or direction of value that favors the cause of a client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of the appraisal".

All work will be completed in accordance with the Financial Institution Reform, Recovery and Enforcement Act (FIRREA), the Uniform Standards of Professional Appraisal Practice (USPAP), and with the laws of the State of Michigan.

If you have any questions or require additional information, please don't hesitate to contact us at (810) 694-2470. We look forward to working with you.

If you wish, you may sign, date, and fax (or email) these two pages back to us which will serve as the engagement letter for this appraisal.

Thank you for your time and consideration.



Kevin G. Groves, ASA
Certified General Real Estate Appraiser
Permanent I.D. No. 1201002718

This appraisal engagement is hereby accepted under the above terms and conditions.

Acknowledged by:

Date



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: BS00003204

Page 1 of 2

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

Quote Number: BS00003204
Quote Date: 9/5/2019
Quote valid until: 10/5/2019

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

By: Prepared bsparks
Salesperson: DANNY NOWICKI
PO#:

Enduser:

Make:	Model:	Year:	Single/Dual:
Cab Type:	Wheelbase:	Cab-to-Axle:	VIN:

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.		
1	MISC MIDEAL	STATE OF MICHIGAN MIDEAL ORDER MIDEAL CONTRACT #071B7700087		

Quote Total: \$6,584.05
Discount: \$0.00

Total Due(Sales tax not included): \$6,584.05

The following options may be added:

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT	ADD TO QUOTE
				Yes / No

Notes:

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



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: BS00003204

Page 2 of 2

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

Cancellation Policy

- Payment is due in full upon cancellation of any orders for non-stocked parts or products (provided part/product has been ordered by Knapheide) and upon cancellation of installation orders, once product installation has begun.

Customer agrees and understands this Quote is an offer to sell subject to the terms and conditions above and any additional terms or modifications are hereby objected to, unless mutually agreed upon in writing by Customer and Knapheide. The undersigned represents and warrants that he/she is duly authorized to sign below on behalf of Customer and thereby accepts offer and Knapheide will begin processing the order.

Customer must fill out the information below before the order can be processed...

<i>Signature & Print Accepted by:</i>	
<i>Date:</i>	
<i>P.O. number:</i>	



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.

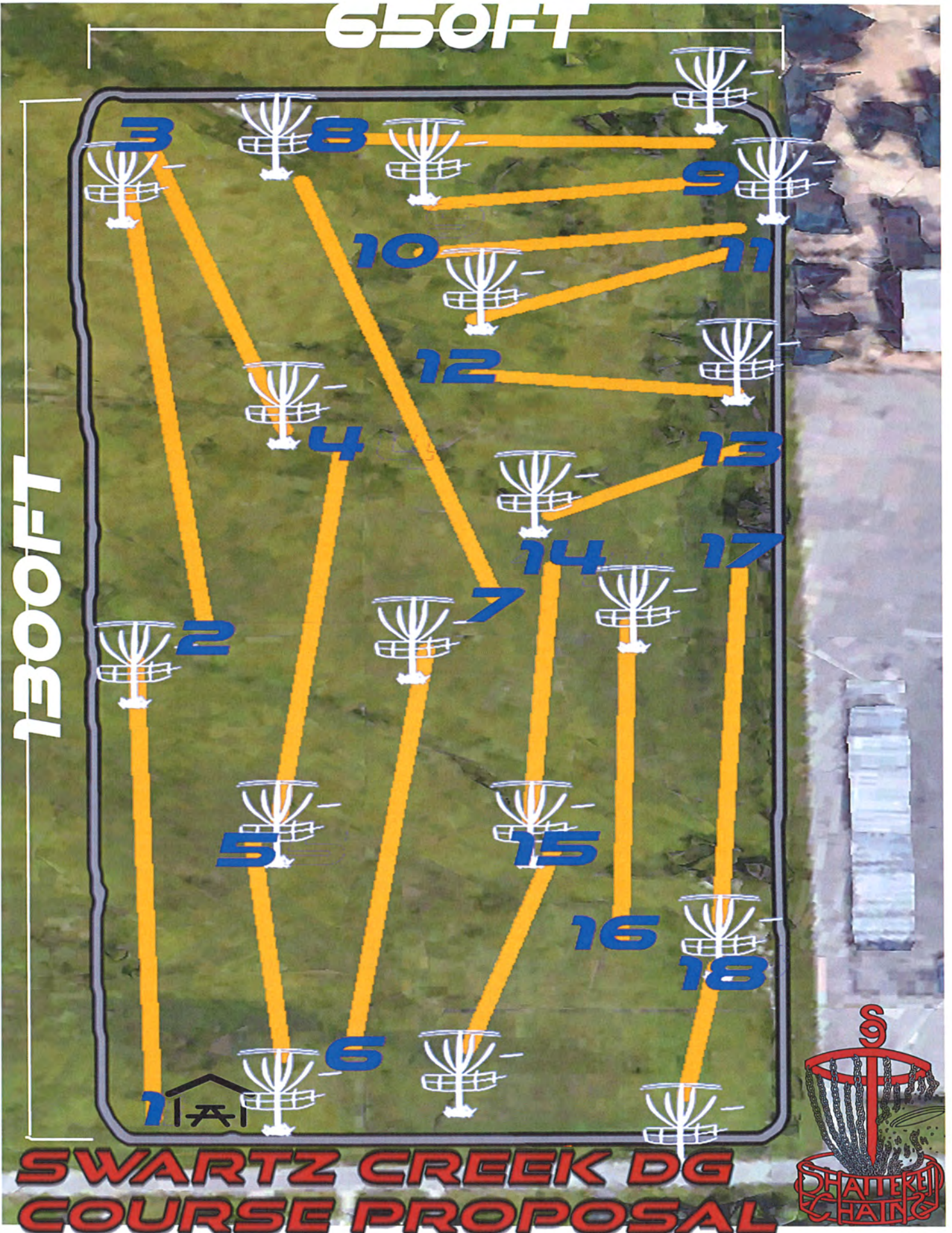
"It's a substantial portion of our business. It's definitely one of our top categories," said Douglass, who also supports the nearby

Charlotte Disc Golf Club.

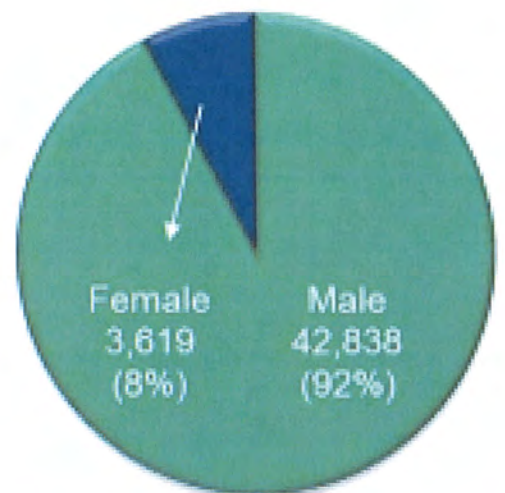
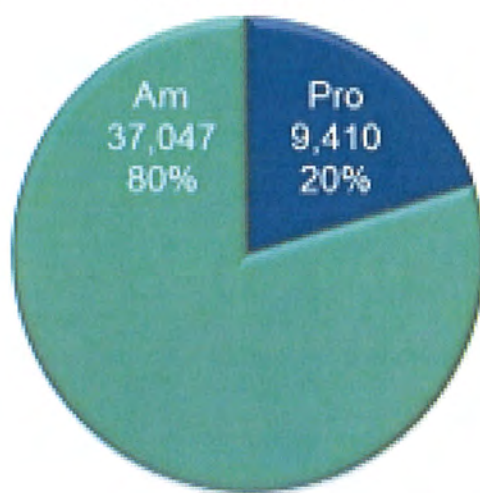
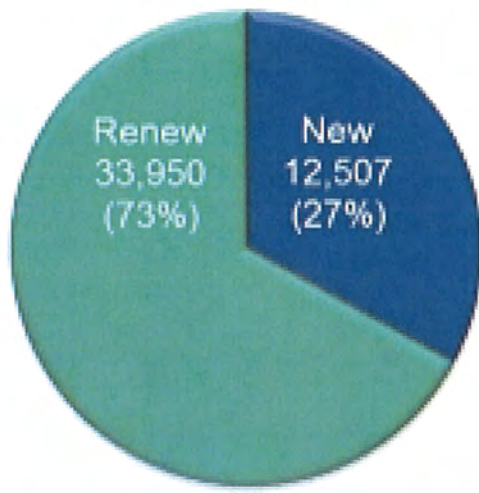
Coverage of some of the biggest disc golf events reached 82 million cable households last year in disc golf's first foray into regular cable access, according to Disc Golf Planet, who produced the shows and partnered with the Beach Sports Network to bring them to cable TV. This year that number increased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

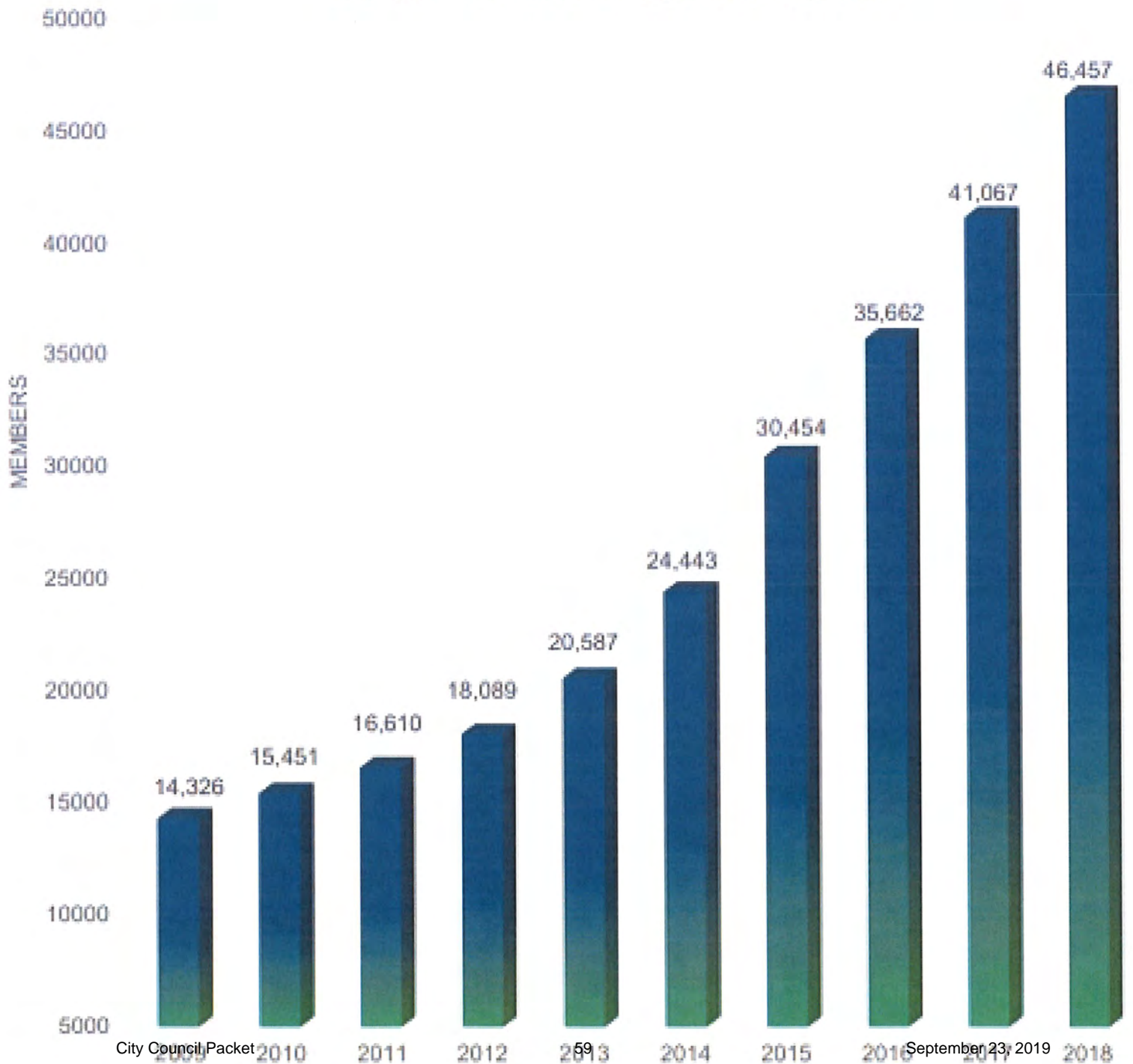
Traveling to places like Mississippi, it's easy to see how much disc golf has taken hold. Disc golf courses are in 16 (64%) of Mississippi's 25 state parks. After installing the first few courses and seeing the interest they created, courses in Mississippi state parks "spread like wild fire," according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



SWARTZ CREEK DG COURSE PROPOSAL



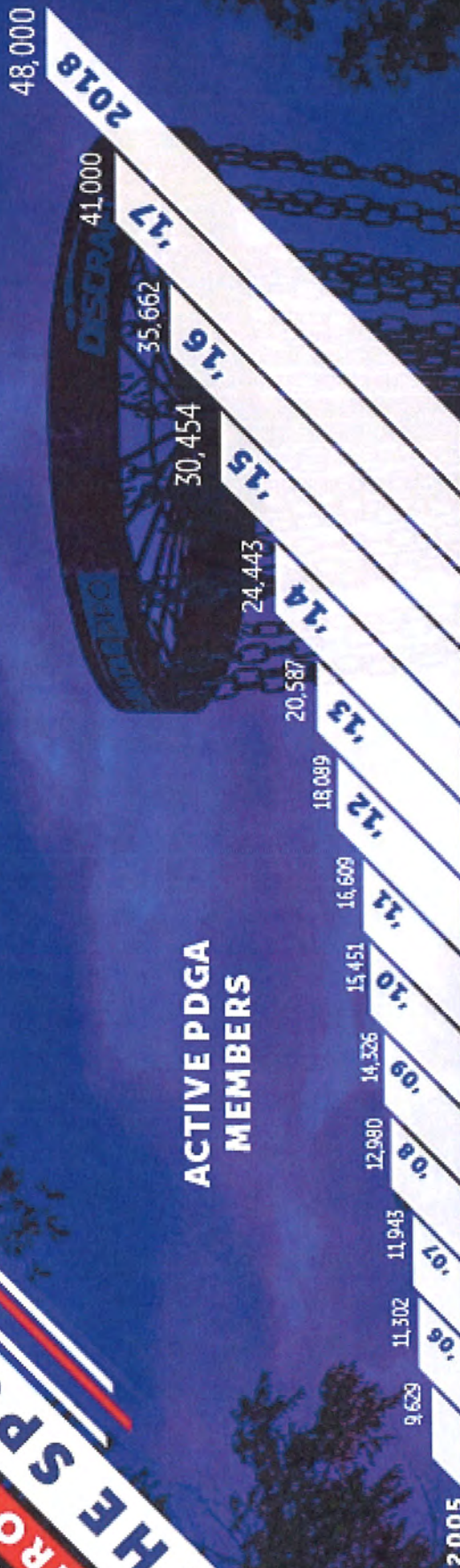
2018 ACTIVE MEMBERS



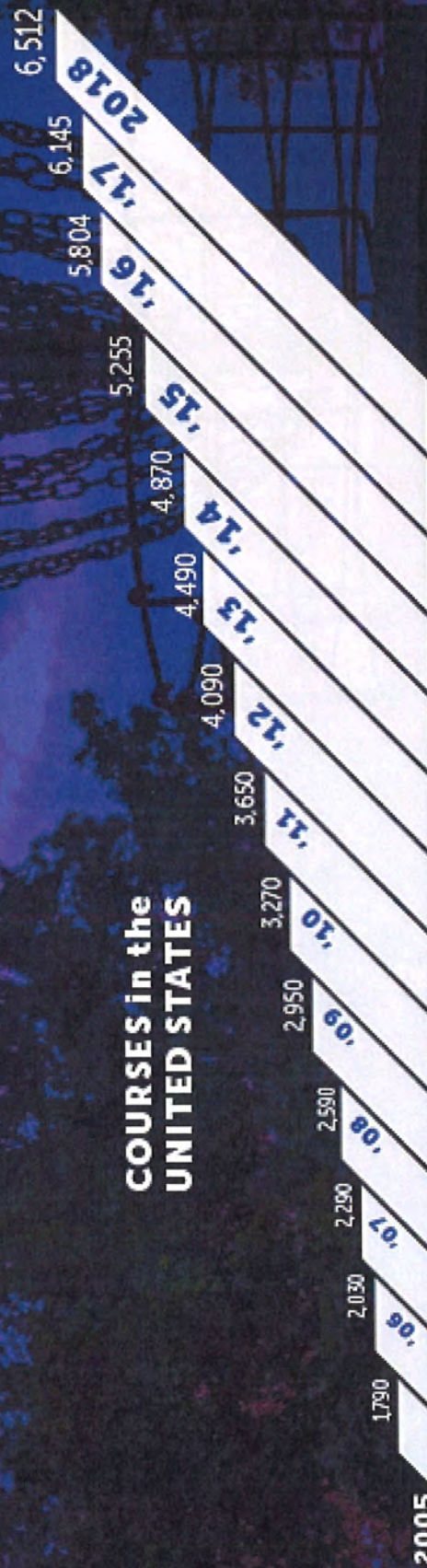
GROWING THE SPORT

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



September 11, 2019

Mr. Adam Zettel, City Manager
City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473

Dear Mr. Zettel:

Thank you for your selection of Plante & Moran, PLLC ("PM") to assist you. We are sending this letter and the accompanying Professional Services Agreement, which is hereby incorporated as part of this engagement letter, to confirm our understanding of the nature, limitations and terms of the services we will provide to the City of Swartz Creek (the "City").

Scope of Services

We will audit the City's federal awards as of and for the year ended June 30, 2020.

In connection with our federal awards audit engagement, we will assist you in drafting your schedule of expenditures of federal awards and data collection form. This assistance is considered a non-audit service; you agree to the contemporaneous provision of these audit and non-audit services.

If you determine that you need additional services, including accounting, consulting, or tax assistance, PM can be available to provide such additional services if and to the extent provided for in a separate, signed engagement agreement.

Timing of Services

We expect to begin fieldwork for this engagement at your offices on August 17, 2020. We anticipate that our on-site audit work will end on approximately August 28, 2020 and that our report will be issued by November 30, 2020.

Fees and Payment Terms

Our fee for this engagement will be based on the value of the services provided, which is primarily a function of the time that PM staff expend at our current hourly rates. We estimate that our fee for this engagement will not exceed \$5,500, plus all reasonable and necessary travel and out-of-pocket costs incurred.

Mr. Adam Zettel, City Manager
City of Swartz Creek

2

September 11, 2019

If you are in agreement with our understanding of this engagement, as set forth in this engagement letter and the accompanying Professional Services Agreement, please sign the enclosed copy of this letter and return it to us with the accompanying Professional Services Agreement.

Thank you for the opportunity to serve you.

Very truly yours,

Plante & Moran, PLLC



Pamela L. Hill, CPA
Partner

Agreed and Accepted

We accept this engagement letter and the accompanying Professional Services Agreement, which set forth the entire agreement between the City of Swartz Creek and Plante & Moran, PLLC with respect to the services specified in the Scope of Services section of this engagement letter.

City of Swartz Creek

Adam Zettel

Date

Title

Professional Services Agreement – Program Audit Services Addendum to Plante & Moran, PLLC Engagement Letter

This Professional Services Agreement is part of the engagement letter for audit services dated September 11, 2019 between Plante & Moran, PLLC (referred to herein as “PM”) and the City of Swartz Creek (referred to herein as “the City”).

- 1. Federal Awards** – The Schedule of Expenditures of Federal Awards (“Schedule”) of the City is to be presented in accordance with the provisions of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*.
- 2. Management Responsibilities** – City management is responsible for the preparation and fair presentation of this Schedule and the related Data Collection Form (the “Form”) in accordance with Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)* and the completeness and accuracy of the information presented and disclosed therein. Management is also responsible for the capability and integrity of City personnel responsible for the City’s underlying accounting and financial records.

City personnel will provide PM, in a timely and orderly manner, with access to all information of which management is aware that is relevant to the preparation and fair presentation of the Schedule and Form, such as records, documentation, and other matters and additional information that the auditor may request from management for the purpose of the audit.

This includes providing assistance and information PM requests during the course of its audit, including retrieval of records and preparation of schedules, analyses of accounts, and confirmations. A written request for information to be provided will be submitted under separate cover and supplemented by additional written and oral requests as necessary during the course of PM’s audit. In addition, the City will provide PM with all information in its possession that has a material impact on any material transaction and that information will be complete, truthful, and accurate. The City will allow PM unrestricted access to personnel within the City from whom PM determines it necessary to obtain audit evidence.

The City represents and warrants that any and all information that it transmits to PM will be done so in full compliance with all applicable federal, state, and foreign privacy and data protection laws, as well as all other applicable regulations and directives, as may be amended from time to time (collectively, “Data Privacy Laws”). The City shall not disclose personal data of data subjects who are entitled to certain rights and protections afforded by applicable federal, state, and foreign privacy and data protection laws (“Personal Data”) to PM without prior notification to PM. The City shall make reasonable efforts to limit the disclosure of Personal Data to PM to the minimum necessary to accomplish the intended purpose of the disclosure to PM.

Management is responsible for making all management decisions and performing all management functions relating to the Schedule and related notes and Form and for accepting full responsibility for such decisions, even if PM provides advice as to the application of accounting principles or assists in drafting the Schedule and related notes or Form. Management is also ultimately responsible for submission of the Form to the Federal Audit Clearinghouse. The City has designated Deanna Korth to oversee the federal awards reporting services PM provides. Management will be required to acknowledge in the management representation letter that it has reviewed and approved the Schedule and related notes prior to their issuance and have accepted responsibility for the adequacy of the Schedule.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing PM about all known or suspected fraud affecting the organization involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. Management’s responsibilities include informing PM of its knowledge of any allegations of fraud or suspected fraud affecting the organization received in communications from employees, former employees, regulators, or others. In addition, management is responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

Management is responsible for establishing and maintaining effective internal control over compliance for federal awards that provides reasonable assurance that the auditee is managing federal awards in compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a material effect on its federal programs.

- 3. Objective of Audit of Federal Awards** – The objective of a federal awards audit is the expression of an opinion on the City’s Schedule and compliance with requirements that could have a direct and material effect on major federal award programs. PM offers no guarantee, express or implied, that its opinion will be unqualified or that PM will be able to form an opinion about these federal awards in the event that the City’s internal controls or accounting

Professional Services Agreement – Audit Services

and financial records prove to be unreliable or otherwise not auditable. If PM's opinion is to be other than unqualified, PM will discuss the reasons with City management in advance of the issuance of its report. If, for any reason, PM is prevented from completing its audit or is unable to form an opinion on the Schedule or the report on compliance, PM may terminate the engagement and decline to issue a report.

4. **Internal Controls** – The City is responsible for the design, implementation, and maintenance of internal controls relevant to the preparation and fair presentation of the Schedule that is free from material misstatement, whether due to fraud or error, including controls established for the purpose of preventing or detecting errors in financial reporting, preventing fraud or misappropriation of assets, and identifying and complying with applicable laws and regulations, including those applicable to federal awards, and with the provisions of contracts and grant agreements. PM, in making its risk assessments, will consider internal control relevant to the City's preparation and fair presentation of the Schedule in order to design audit procedures that are appropriate in the circumstances. PM's audit will not be designed to provide assurance on the design or operating effectiveness of the City's internal controls or to identify all conditions that represent significant deficiencies in those internal controls. PM will communicate all significant deficiencies and material weaknesses in internal controls relevant to the audit of the Schedule, instances of fraud, misappropriation of assets, or material noncompliance that come to PM's attention.
5. **Audit Procedures and Limitations** – PM's audit of the federal awards will be conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) *Government Auditing Standards*, issued by the Comptroller General of the United States, and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*, and will include examination, on a test basis, of evidence supporting the amounts and disclosures in the City's federal awards audit. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the Schedule. An audit in accordance with above referenced standards involves judgment about the number of transactions to be tested and the overall approach to testing in each area. As a result, PM's audit can only be designed to provide reasonable rather than absolute assurance that the Schedule is free from material misstatement and that no federal award noncompliance occurred which could have a direct and material effect on the federal awards program. In addition, an audit in accordance with the above referenced standards is not designed to detect errors, fraud or noncompliance that are immaterial to the federal awards. Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected always exists, even in an audit properly planned and performed in accordance with the standards noted above. In recognition of these limitations, the City acknowledges that PM's audit cannot guarantee that all instances of error, fraud, or noncompliance will be identified.
6. **Government Auditing Standards** – Under *Government Auditing Standards*, PM will make some assessments of the City's compliance with laws, regulations, and contract provisions that have a direct and material effect on the federal awards programs. While those assessments will not be sufficient to identify all noncompliance with applicable laws, regulations, and contract provisions that could have a direct and material effect on the federal awards, PM will communicate all noncompliance conditions that come to PM's attention.

Management is responsible for corrective action on all audit findings, including preparation of a schedule of prior audit findings and corrective action plans, if necessary.

In accordance with *Government Auditing Standards*, a copy of PM's most recent peer review report is included as an attachment to this agreement.

7. **Auditor Communications** – PM is obligated to communicate certain matters related to the audit to those responsible for governance of the City, including instances of error or fraud and significant deficiencies and material weaknesses in internal control that PM identifies during its audit. PM will communicate these matters to the members of the City's governing board, and the City acknowledges and agrees that communication in this manner is sufficient for the City's purposes.

Under *Government Auditing Standards* PM is obligated to communicate instances of fraud, noncompliance or abuse that is material to the federal awards to those responsible for governance of the City. In certain situations, *Government Auditing Standards* require disclosure of instances of known or likely fraud, noncompliance, or abuse directly to applicable governmental agencies. If such acts are detected during PM's audit, PM will make required disclosures regarding these acts to applicable government agencies.

8. **Accounting and Financial Records** – The City agrees that it is responsible for providing PM with accounting and financial records that are closed, complete, accurate, and in conformity with the requirements of GAAP, for providing schedules and analyses of accounts that PM requests, and for making all City financial records and related information available to PM for purposes of PM's audit. Where PM has provided estimates of the timing of its work, completion of PM's engagement and issuance of PM's report, those estimates are dependent on the City

Professional Services Agreement – Audit Services

providing PM with all such accounting and financial records, schedules, and analyses on the date PM's work commences. PM will assess the condition of the City's accounting and financial records, schedules, and analyses of accounts prior to commencing its work. In the event that such records, schedules, and analyses are not closed, complete, accurate, or in conformity with GAAP, PM may reschedule its work, including the dates on which PM expects to complete its on-site procedures and issue its report.

In any circumstance where PM's work is rescheduled due to the City's failure to provide information as described in the preceding paragraph, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of the audit work or issuance of its audit report. Because rescheduling audit work imposes additional costs on PM, in any circumstance where PM has provided estimated fees, those estimated fees may be adjusted for the additional time PM incurs as a result of rescheduling its work. These fee adjustments will be determined in accordance with the Fee Adjustments provision of this agreement.

9. Audit Adjustments – PM will recommend any adjustments to the City's accounting records that PM believes are appropriate. City management is responsible for adjusting City accounting records and federal awards to correct material misstatements and for affirming to PM in writing that the effects of any unrecorded adjustments identified during PM's audit are immaterial, both individually and in the aggregate, to the City Schedule.

10. Management Representations – The City is responsible for the federal award being audited and the implicit and explicit representations and assertions regarding the recognition, measurement, presentation, and disclosure of information therein. During the course of the audit, PM will request information and explanations from City officers, management, and other personnel regarding accounting, financial, and compliance matters, including information regarding internal controls, operations, future plans, and the nature and purpose of specific transactions. PM will also require that management make certain representations to PM in writing as a precondition to issuance of PM's report.

PM's audit procedures will be significantly affected by the representations and assertions PM receives from management and, accordingly, false representations could cause material error, fraud, or noncompliance to go undetected by PM's procedures. Accordingly, the City acknowledges and agrees that it will instruct each person providing information, explanations or representations to an auditor to provide true and complete information, to the best of his or her knowledge and belief. It is also agreed that any deliberate misrepresentation by any director, officer, or member of management, or any other person acting under the direction thereof ("Client Personnel"), intended to influence, coerce, manipulate, or mislead PM in the conduct of its audit will be considered a material breach of this agreement. In addition, as a condition of this engagement, the City agrees to indemnify and hold PM and its partners, affiliates, and employees harmless from any and all claims, including associated attorneys' fees and costs, based on PM's failure to detect material misstatements in the City's Schedule or noncompliance with the federal awards resulting in whole or in part from deliberate false or misleading representations, whether oral or written, made to PM by Client Personnel. This indemnity will be inoperative only if, and to the extent that, a court having competent jurisdiction has determined that PM failed to conduct its audit in accordance with generally accepted government auditing standards and such failure resulted in PM not determining such misrepresentation by Client Personnel was false.

11. Use of Report – This report is intended solely for the information and use of management, the governing body, others within the entity, regulatory body(ies), federal awarding agencies, and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties. The City agrees not to reproduce or associate PM's audit report with any other report or financial statements, or portions thereof, that are not the subject of this engagement.

12. Securities Offerings – PM's audit does not contemplate, and does not include, any services in connection with any offering of securities, whether registered or exempt from registration. In the event the City elects to incorporate or make reference to PM's report in connection with any offering of debt or equity securities and requests PM's consent to such incorporation or reference, the City understands that additional procedures will need to be performed. In the event PM agrees in writing to perform such additional procedures, the nature and extent of which will be at PM's sole discretion, it is agreed and acknowledged that PM's performance of such additional procedures will be subject to all of the terms and conditions of this agreement. Additional fees for such work will be determined based on the actual time that PM staff expend at currently hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and that payment for all such additional fees will be made in accordance with the payment terms provided in this agreement.

If the City incorporates or makes reference to PM's report in connection with any offering of debt or equity securities without obtaining consent from PM as described above, the City agrees to include the following provision in the offering document:

Plante & Moran, PLLC, our independent auditor, has not performed or been engaged to perform any services in connection with the offering of securities. Nor has Plante & Moran, PLLC performed or been engaged to

Professional Services Agreement – Audit Services

perform any procedures on the financial statements of the City since the date of the Plante & Moran, PLLC report included herein. Plante & Moran, PLLC also has not performed any procedures relating to this offering document.

- 13. Tax Return Preparation** – This engagement does not include preparation of any tax returns or filings. If the City requires tax services, including tax consulting or preparation of tax returns, those services will be detailed in a separate engagement letter.
- 14. Confidentiality, Ownership, and Retention of Workpapers** – During the course of this engagement, PM and PM staff may have access to proprietary information of the City, including, but not limited to, information regarding general ledger balances, financial transactions, trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to the City. PM will comply with all applicable ethical standards, laws, and regulations as to the retention, protection, use and distribution of such confidential client information. Except to the extent set forth herein, PM will not disclose such information to any third party without the prior written consent of the City.

In the interest of facilitating PM's services to the City, PM may communicate or exchange data by internet, e-mail, facsimile transmission, or other electronic method. While PM will use its best efforts to keep such communications and transmissions secure in accordance with PM's obligations under applicable laws and professional standards, the City recognizes and accepts that PM has no control over the unauthorized interception of these communications or transmissions once they have been sent, and consents to PM's use of these electronic devices during this engagement.

Professional standards require that PM create and retain certain workpapers for engagements of this nature. All workpapers created in the course of this engagement are and shall remain the property of PM. PM will maintain the confidentiality of all such workpapers as long as they remain in PM's possession.

Both the City and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in which PM is not a party. Further, in compliance with Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*, PM's working papers will be made available to federal awarding agencies at PM offices during normal business hours during the audit and for a period of three years after the issuance of the report. Disclosure of confidential information in accordance with requirements of regulatory authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this agreement. In the event that a request for any confidential information or workpapers covered by this agreement is made by regulatory authorities or pursuant to a court order or subpoena, PM agrees to inform the City in a timely manner of such request and to cooperate with the City should it attempt, at the City's cost, to limit such access. This provision will survive the termination of this agreement. PM's efforts in complying with such requests will be deemed billable to the City as a separate engagement. PM shall be entitled to compensation for its time and reasonable reimbursement of its expenses (including legal fees) in complying with the request.

PM reserves the right to destroy, and it is understood that PM will destroy, workpapers created in the course of this engagement in accordance with PM's record retention and destruction policies, which are designed to meet all relevant regulatory requirements for retention of workpapers. PM has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.

Upon the City's written request, PM may, at its sole discretion, allow others to view any workpapers remaining in its possession if there is a specific business purpose for such a review. PM will evaluate each written request independently. The City acknowledges and agrees that PM will have no obligation to provide such access or to provide copies of PM's workpapers, without regard to whether access had been granted with respect to any prior requests.

- 15. Consent to Disclosures to Service Providers** – In some circumstances, PM may use third-party service providers to assist with its services. In those circumstances, PM will require any such third-party service provider to: (i) maintain the confidentiality of any information furnished; and (ii) not use any information for any purpose unrelated to assisting with PM's services for the City. In order to enable these service providers to assist PM in this capacity, the City, by its duly authorized signature on the accompanying engagement letter, consents to PM's disclosure of all or any portion of the City's information to such service providers to the extent such information is relevant to the services such third-party service providers may provide and agrees that PM's disclosure of such information for such purposes shall not constitute a breach of the provisions of this agreement. The City's consent shall be continuing until the services provided for this engagement agreement are completed.
- 16. Fee Quotes** – In any circumstance where PM has provided estimated fees, fixed fees, or not-to-exceed fees ("Fee Quotes"), these Fee Quotes are based on information provided by the City regarding the nature and condition of its accounting, financial, and tax records; the nature and character of transactions reflected in those records; and

Professional Services Agreement – Audit Services

the design and operating effectiveness of its internal controls. The City acknowledges that the following circumstances may result in an increase in fees:

- Failure by the City to prepare for the audit as evidenced by accounts and records that have not been subject to normal year-end closing and reconciliation procedures;
- Failure by the City to complete the audit preparation work by the applicable due dates;
- Significant unanticipated or undisclosed transactions, audit issues, or other such unforeseeable circumstances;
- Delays by the City causing scheduling changes or disruption of fieldwork;
- After audit or post fieldwork circumstances requiring revisions to work previously completed or delays in resolution of issues that extend the period of time necessary to complete the audit;
- Issues with the prior audit firm, prior year account balances, or report disclosures that impact the current year engagement;
- An excessive number of audit adjustments.

PM will advise the City in the event these circumstances occur, however it is acknowledged that the exact impact on the Fee Quote may not be determinable until the conclusion of the engagement. Such fee adjustments will be determined in accordance with the Fee Adjustments provision of this agreement.

- 17. Payment Terms** – PM's invoices for professional services are due upon receipt unless otherwise specified in the engagement letter. In the event any of PM's invoices are not paid in accordance with the terms of this agreement, PM may elect, at PM's sole discretion, to suspend work until PM receives payment in full for all amounts due or terminate this engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of PM's audit work or issuance of PM's audit report upon resumption of PM's work. The City agrees that in the event PM stops work or terminates this Agreement as a result of the City's failure to pay fees on a timely basis for services rendered by PM as provided in this Agreement, or if PM terminates this Agreement for any other reason, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.
- 18. Fee Adjustments** – Any fee adjustments for reasons described elsewhere in this agreement will be determined based on the actual time expended by PM staff at PM's currently hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and included as an adjustment to PM's invoices related to this engagement. The City acknowledges and agrees that payment for all such fee adjustments will be made in accordance with the payment terms provided in this agreement.
- 19. Exclusion of Certain Damages** – In no event shall either party be liable to the other, whether a claim be in tort, contract, or otherwise, for any indirect, consequential, punitive, exemplary, lost profits, or similar damages in claims relating to PM's services provided under this engagement.
- 20. Receipt of Legal Process** – In the event PM is required to respond to a subpoena, court order, or other legal process (in a matter involving the City but not PM) for the production of documents and/or testimony relative to information PM obtained and/or prepared during the course of this engagement, the City agrees to compensate PM for the affected PM staff's time at such staff's current hourly rates, and to reimburse PM for all of PM's out-of-pocket costs incurred associated with PM's response unless otherwise reimbursed by a third party.
- 21. Subsequent Discovery of Facts** – After the date of PM's report on the federal awards, PM has no obligation to make any further or continuing inquiry or perform any other auditing procedures with respect to the subject matter covered by PM's reports, unless new information that may affect the reports comes to PM's attention. If PM becomes aware of information that relates to these federal awards but was not known to PM at the date of its report, and that is of such a nature and from such a source that PM would have investigated it had it come to PM's attention during the course of the audit, PM will, as soon as practicable, undertake to determine whether the information is reliable and whether the facts existed at the date of PM's report. In this connection, PM will discuss the matter with the City and request cooperation in whatever investigation and modification of the Schedule or audit report that may be necessary. Additional fees for such work will be determined based on the actual time that PM staff expend at its currently hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and the City acknowledges and agrees that payment for all such additional fees will be made in accordance with the payment terms provided in this agreement.
- 22. Termination of Engagement** – This agreement may be terminated by either party upon written notice. Upon notification of termination, PM's services will cease and PM's engagement will be deemed to have been completed.

Professional Services Agreement – Audit Services

The City will be obligated to compensate PM for all time expended and to reimburse PM for all out-of-pocket expenditures through the date of termination of this engagement.

- 23. Entire Agreement** – This engagement agreement is contractual in nature, and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties regarding the subject matter hereof. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this agreement, signed by all of the parties.
- 24. Severability** – If any provision of this engagement agreement (in whole or part) is held to be invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
- 25. Force Majeure** – Neither party shall be deemed to be in breach of this engagement agreement as a result of any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, acts of God, war or other violence, or epidemic (each individually a “Force Majeure Event”). A Force Majeure Event shall not excuse any payment obligation relating to fees or costs incurred prior to any such Force Majeure Event.
- 26. Signatures** – Any electronic signature transmitted through DocuSign or manual signature on this engagement letter transmitted by facsimile or by electronic mail in portable document format may be considered an original signature.
- 27. Governing Law** – This agreement shall be governed by and construed in accordance with the laws of the State of Michigan, and jurisdiction over any action to enforce this agreement, or any dispute arising from or relating to this agreement shall reside exclusively within the State of Michigan.

End of Agreement – Audit Services



A Professional Accounting Corporation
Associated Offices in Principal Cities of the United States
www.pncpa.com

System Review Report

To the Partners of
Plante & Moran, PLLC
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Plante & Moran, PLLC. (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended June 30, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans, audits performed under FDICIA, and examinations of service organizations [Service Organizations Control (SOC) 1 and SOC 2 engagements].

In our opinion, the system of quality control for the accounting and auditing practice of Plante & Moran, PLLC in effect for the year ended June 30, 2016, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Plante & Moran, PLLC has received a peer review rating of *pass*.

Postlethwaite & Netterville

Baton Rouge, Louisiana
November 18, 2016

8550 United Plaza Blvd., Suite 1001 • Baton Rouge, LA 70809 • Tel: 225.922.4600 • Fax: 225.922.4611

ADVERTISEMENT FOR BIDS

CITY OF SWARTZ CREEK

Sealed bids for parking lot snowplowing for the seasons of November 2019 through April 2022 will be accepted by the City of Swartz Creek until 2:00 p.m., September 17, 2019, at which time bids will be opened, read and tabulated.

Specifications may be picked up at the City Hall, 8083 Civic Drive, Swartz Creek, Michigan, Monday, 8:00 a.m. to 6:00 p.m., Tuesday – Thursday, 8:00 a.m. to 4:30 p.m. and Friday, 8:00 a.m. to 12:00 p.m.

All bidders must be fully insured.

The City of Swartz Creek has the right to accept or reject any and all bids.

*****End of Notice*****

PUBLISH: Thursday, September 5, 2019
PROOF REQUIRED
THE SWARTZ CREEK VIEW

Please bill the: City of Swartz Creek
 8083 Civic Drive
 Swartz Creek, MI 48473

**CITY OF SWARTZ CREEK
SPECIFICATIONS AND INFORMATION
FOR SNOW PLOW BIDS**

GENERAL INFORMATION:

The snow is to be plowed prior to the lot opening times after an accumulation of snow two (2") inches or more. Parking lots will not be plowed between opening and closing hours.

SALTING – SNOW LOADING:

All parking lot salting and snow loading will be performed by the City.

The successful contractor is required to notify the Director of Public Services when any lot requires snow loading. Said notification is to be made after the plowing rather than immediately before plowing.

SIDEWALKS:

All sidewalks at Public Safety Building, Senior Center and City Offices are to be cleared of snow (2" or more) prior to City Hall opening at 7:45 a.m.

PAYMENT:

The successful contractor is required to submit an itemized invoice per push within two (2) days after plowing to the Director of Public Services.

The invoice will list the area or areas plowed, dollar amount per area, date and time of plowing.

All invoices will be paid by the City monthly.

INSURANCE:

As a requirement of this bid being awarded by the City of Swartz Creek, the successful bidder will deposit a policy of liability insurance covering the activities of the bidder, with coverage in the minimum amount of \$1,000,000.

The successful bidder shall carry Workman's Compensation Insurance on all bidders' employees.

VEHICLE AND EQUIPMENT:

The bidder shall furnish his own vehicles and other necessary equipment for the performance of their duties under this Bid. In the event the contractor's equipment becomes inoperable, it is the contractor's responsibility to engage another contractor to perform the work as bid.

REJECTION/AWARD OF BIDS:

The City of Swartz Creek reserves the right to reject any and all bids or any portion of any bid, which in its opinion, is not in the best interest of the City and to award the bid or bids according to City's interest.

**CITY OF SWARTZ CREEK
SPECIFICATIONS AND INFORMATION
FOR SNOW PLOW BIDS – PAGE 2**

SNOW PLOWING AREAS

1. MORRISH-MILLER ROAD PARKING LOT (south west corner) – Open hours are 6:00 a.m. to Midnight, Monday through Sunday.

For net sum of \$_____.

2. NORTH MORRISH ROAD PARKING LOT (west side, north of Lasers) – Open hours are 6:00 a.m. to Midnight, Monday through Sunday. The alleyway snow is to be plowed to the North side of the alleyways. In the parking lot the snow may be stockpiled to the West end or North side.

For net sum of \$_____.

3. MUNICIPAL BUILDING, PERKINS LIBRARY-SENIOR CENTER PARKING LOT – Open hours are 7:45 a.m. to 8:00 p.m., Monday through Saturday

Generally, the snow should be plowed to the North End of the parking lot. Contractor is to clear snow from the ten (10') foot sidewalk between the Northerly parking islands. Snow is not to be pushed into the East-West sidewalk at the South end of the lot.

Parking Area \$ _____.
Sidewalks \$ _____.

4. HOLLAND DRIVE PARKING LOT – Open hours are 6:00 a.m. to Midnight, Monday through Sunday.

Parking Area \$ _____.

5. PUBLIC SAFETY BUILDING PARKING LOTS AND CIVIC DRIVE TO A POINT JUST WEST OF FIRST DRIVEWAY – No closed time – Open hours are twenty-four hours per day, seven days a week – preferably snow removal before 6:00 a.m. – Snow is not to be plowed on sidewalks.

Parking Area \$ _____.
Sidewalks \$ _____.

6. PARK AND RIDE LOT (Miller, east of I-69) 124' X 200'

For net sum of \$_____.

7. 5012 HOLLAND – VACANT LOT

For the net sum of \$_____.

Sidewalks \$_____.

GRAND TOTAL OF AREA 1 THROUGH 7 \$_____.

NOTE: ALL SIDEWALKS OPENINGS WILL BE CLEARED OF SNOW BEFORE 8 AM

**CITY OF SWARTZ CREEK
SPECIFICATIONS AND INFORMATION
FOR SNOW PLOW BIDS – PAGE 3**

AS NEEDED SIDEWALK AREAS

SIDEWALK CLEARING AREA

The following sidewalks will be done only at the request of the City of Swartz Creek on an occurrence basis and will be Part of Parking Lot Bid Award

1. Morrish Road from Fortino Drive to Wade/Ingalls St
2. Miller Road from Fortino Drive to Third Street – Both sides of the road
3. Fortino Drive from Miller to Morrish

Sidewalks Total 1-3 \$ _____

BID TABULATION SHEET

Opened by: *Connie Ojeda - Clerk*
 Witness: *Adam Zettel - City Mgr*
 Bidding for: *Snowplowing*

Date: *9/17/19*
 Time: *2:02*
 Opened at: *City Hall Council Chambers*

Name and address of bidder	Bid Amount	Remarks
<i>Ace Ductwork Services</i>	<i>total \$520.00</i>	
<i>P.O. Box 779</i>	<i>1-3 Sidewalk</i>	
<i>G.B. 48439</i>	<i>total 1-7</i>	<i>\$ 845.00</i>
<i>Fis Lawn Care</i>	<i>total \$665.00</i>	<i>Insurance included</i>
	<i>1-3 Sidewalk total</i>	<i>\$ 765.00</i>
	<i>1-3 Sidewalk total</i>	

Snow Plow Bids 2019-2022

Name and Address of Bidder	Phone #/Email	Date
Ace Outdoor Services P.O. Box 779	810-820-8315	8/30/19 emailed cgreer.ase@gmail.com
G.S 48439	810 730 3234	9/13/19 adit713@gmail.com
ADIL Mohammed P.O. Box 320192		
Fahf 48532		
T. Lawr Carr	810-349-5207	

9/9/19

CITY OF SWARTZ CREEK
SPECIFICATIONS AND INFORMATION
FOR SNOW PLOW BIDS – PAGE 2

SNOW PLOWING AREAS

- 1. MORRISH-MILLER ROAD PARKING LOT (south west corner) – Open hours are 6:00 a.m. to Midnight, Monday through Sunday.

For net sum of \$ 50.00

- 2. NORTH MORRISH ROAD PARKING LOT (west side, north of Lasers) – Open hours are 6:00 a.m. to Midnight, Monday through Sunday. The alleyway snow is to be plowed to the North side of the alleyways. In the parking lot the snow may be stockpiled to the West end or North side.

For net sum of \$ 50.00

- 3. MUNICIPAL BUILDING, PERKINS LIBRARY-SENIOR CENTER PARKING LOT – Open hours are 7:45 a.m. to 8:00 p.m., Monday through Saturday

Generally, the snow should be plowed to the North End of the parking lot. Contractor is to clear snow from the ten (10') foot sidewalk between the Northerly parking islands. Snow is not to be pushed into the East-West sidewalk at the South end of the lot.

Parking Area \$ 120.00
Sidewalks \$ 50.00

- 4. HOLLAND DRIVE PARKING LOT – Open hours are 6:00 a.m. to Midnight, Monday through Sunday.

Parking Area \$ 50.00

- 5. PUBLIC SAFETY BUILDING PARKING LOTS AND CIVIC DRIVE TO A POINT JUST WEST OF FIRST DRIVEWAY – No closed time – Open hours are twenty-four hours per day, seven days a week – preferably snow removal before 6:00 a.m. – Snow is not to be plowed on sidewalks.

Parking Area \$ 120.00
Sidewalks \$ 65.00

- 6. PARK AND RIDE LOT (Miller, east of I-69) 124' X 200'

For net sum of \$ 65.00

- 7. 5012 HOLLAND – VACANT LOT

For the net sum of \$ 45.00

Sidewalks \$ 50.00

GRAND TOTAL OF AREA 1 THROUGH 7 \$ 665.00

NOTE: ALL SIDEWALKS OPENINGS WILL BE CLEARED OF SNOW BEFORE 8 AM

**CITY OF SWARTZ CREEK
SPECIFICATIONS AND INFORMATION
FOR SNOW PLOW BIDS – PAGE 3**

AS NEEDED SIDEWALK AREAS

SIDEWALK CLEARING AREA

The following sidewalks will be done only at the request of the City of Swartz Creek on an occurrence basis and will be Part of Parking Lot Bid Award

1. Morrish Road from Fortino Drive to Wade/Ingalls St
2. Miller Road from Fortino Drive to Third Street – Both sides of the road
3. Fortino Drive from Miller to Morrish

Sidewalks Total 1-3 \$ 100.⁰⁰

CITY OF SWARTZ CREEK
SPECIFICATIONS AND INFORMATION
FOR SNOW PLOW BIDS – PAGE 2

SNOW PLOWING AREAS

- 1. MORRISH-MILLER ROAD PARKING LOT (south west corner) – Open hours are 6:00 a.m. to Midnight, Monday through Sunday.

For net sum of \$35 _____.

- 2. NORTH MORRISH ROAD PARKING LOT (west side, north of Lasers) – Open hours are 6:00 a.m. to Midnight, Monday through Sunday. The alleyway snow is to be plowed to the North side of the alleyways. In the parking lot the snow may be stockpiled to the West end or North side.

For net sum of \$35 _____.

- 3. MUNICIPAL BUILDING, PERKINS LIBRARY-SENIOR CENTER PARKING LOT – Open hours are 7:45 a.m. to 8:00 p.m., Monday through Saturday

Generally, the snow should be plowed to the North End of the parking lot. Contractor is to clear snow from the ten (10') foot sidewalk between the Northerly parking islands. Snow is not to be pushed into the East-West sidewalk at the South end of the lot.

Parking Area \$135 _____.
Sidewalks \$60 _____.

- 4. HOLLAND DRIVE PARKING LOT – Open hours are 6:00 a.m. to Midnight, Monday through Sunday.

Parking Area \$35 _____.

- 5. PUBLIC SAFETY BUILDING PARKING LOTS AND CIVIC DRIVE TO A POINT JUST WEST OF FIRST DRIVEWAY – No closed time – Open hours are twenty-four hours per day, seven days a week – preferably snow removal before 6:00 a.m. – Snow is not to be plowed on sidewalks.

Parking Area \$85 _____.
Sidewalks \$50 _____.

- 6. PARK AND RIDE LOT (Miller, east of I-69) 124' X 200'

For net sum of \$60 _____.

- 7. 5012 HOLLAND – VACANT LOT

For the net sum of \$ 35 _____

Sidewalks \$ 30 _____

GRAND TOTAL OF AREA 1 THROUGH 7 \$560 _____.

NOTE: ALL SIDEWALKS OPENINGS WILL BE CLEARED OF SNOW BEFORE 8 AM

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**CITY OF SWARTZ CREEK
SPECIFICATIONS AND INFORMATION
FOR SNOW PLOW BIDS – PAGE 3**

AS NEEDED SIDEWALK AREAS

SIDEWALK CLEARING AREA

The following sidewalks will be done only at the request of the City of Swartz Creek on an occurrence basis and will be Part of Parking Lot Bid Award

1. Morrish Road from Fortino Drive to Wade/Ingalls St \$55
2. Miller Road from Fortino Drive to Third Street – Both sides of the road \$175
3. Fortino Drive from Miller to Morrish \$55

Sidewalks Total 1-3 \$285

224.000 - SEVERE WEATHER PROTECTION SHELTER INSTALLATION REQUIREMENTS FOR NEW SINGLE-FAMILY RESIDENTIAL DWELLING UNIT CONSTRUCTION Ord. No. 03-01 Adopted: January 20, 2003

An Ordinance To Prescribe The Standards For The Construction Of Severe Weather Protection Shelters As Part Of Residential Construction.

THE TOWNSHIP BOARD OF THE TOWNSHIP OF ATLAS, COUNTY OF GENESEE, STATE OF MICHIGAN ORDAINS:

224.001 - Title.

Sec. I. This ordinance shall be known and cited as the Atlas Township Severe Weather Protection Shelter Ordinance.

224.002 - Purpose.

Sec. II. The United States has been divided into four zones that geographically reflect the number and strength of extreme windstorms. Genesee County is located near the border of Wind Zones III and IV, which are indicative of an area which experience design wind speeds (3-second gusts) in excess of 200 mph. Local building codes consider the effects of "code-approved" design winds. A tornado can cause winds much greater than those on which local code requirements are based. Having a house built to "code" does not mean that a house can withstand wind from any event, no matter how extreme. Genesee County Emergency Management has reported that Genesee County has the distinction of having more tornadoes than any other county in the state of Michigan. Federal Emergency Management Agency Guidelines indicate Genesee County is in a "high risk" wind zone area and that a shelter is the preferred method of protection from high winds. The purpose of this ordinance is to establish standards for the installation of such shelters for new single-family residential dwelling unit construction.

224.003 - Definitions.

Sec. III.

1. *Dwelling*: A structure or portion thereof, which is used exclusively for human habitation.
2. *Dwelling, Single-Family*: A building designed exclusively for one-family residential use.
3. *Modular House*: A house constructed of modular units that have been built elsewhere and which are brought to the site, in whole or in parts, and installed on a permanent foundation.

224.004 - Applicability.

Sec. IV. Only single-family dwelling units receiving an approved building permit on or after the affective date of this ordinance shall be subject to the construction standards specified herein.

224.005 - Construction standards.

Sec. V. All single-family residential dwelling units shall be attached to a permanent foundation. Severe weather protection shelter installation shall be in accordance with the in-residence shelter specifications contained in the Federal Emergency Management Agency report. *Taking Shelter From the Storm: Building a Safe Room Inside Your House*, Second Edition, August 1999, as may be amended. However, the shelter location shall be limited to the basement and be directly beneath the dwelling, or house.

224.006 - Exemptions.

Sec. VI. Residential structures providing basements or equivalent consistent with BOCA Building Code equal to not less than twenty-five (25) percent of the dwelling's first floor footprint area.

224.007 - Violations.

Sec. VII. Violation of this ordinance is a municipal civil infractions. In addition to pursuing a municipal civil infraction proceeding, the

Township may also institute an appropriate action in a court of competent jurisdiction seeking injunctive, declaratory, or other equitable relief to enforce or interpret this Ordinance or any provision of the Ordinance. All remedies available to the Township under this Ordinance and Michigan law shall be deemed to be cumulative and not exclusive. Each day a violation of this ordinance shall exist shall be deemed a separate offense. In addition to a fine to be determined by the township board, the court, at its discretion, may award other costs, attorney's fees, damages, expenses and other remedies as provided by law.

(Amended: Ord. No. 16-02, §§ 1, 2, 6-20-16)

224.008 - Nuisance.

Sec. VIII. A violation of this ordinance is hereby declared to be a public nuisance, which may be abated by an injunction issued out of a court of record.

224.009 - Effective date.

Sec. IX. This ordinance shall be effective thirty (30) days after publication.