

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday, August 9, 2021, 7:00 P.M.
Paul D. Bueche Municipal Building, 8083 Civic Drive Swartz Creek, Michigan 48473
THIS WILL BE A HYBRID MEETING, WITH IN PERSON ATTENDANCE BY COUNCIL MEMBERS.**

- 1. **CALL TO ORDER:**
- 2. **INVOCATION:**
- 3. **ROLL CALL:**
- 4. **MOTION TO APPROVE MINUTES:**
 - 4A. Council Meeting of July 26, 2021 MOTION Pg. 27
- 5. **APPROVE AGENDA:**
 - 5A. Proposed / Amended Agenda MOTION Pg. 1
- 6. **REPORTS & COMMUNICATIONS:**
 - 6A. City Manager's Report MOTION Pg. 8
 - 6B. Staff Reports & Meeting Minutes Pg. 50
 - 6C. Draft Ambulance Service Agreement Pg. 80
 - 6D. SRTS Easement Maps Pg. 93
 - 6E. Elms Gate Option Cut Sheet Pg. 129
- 7. **MEETING OPENED TO THE PUBLIC:**
 - 7A. General Public Comments
- 8. **COUNCIL BUSINESS:**
 - 8A. Medstar Ambulance Proposal PRESENTATION
 - 8B. Park Gate RESO Pg. 22
 - 8C. Ordinance Amendment RESO Pg. 23
 - 8D. Appointments RESO Pg. 24
 - 8E. 8002 Miller Road DISCUSSION
 - 8F. Condemnation Initiation RESO Pg. 25
- 9. **MEETING OPENED TO THE PUBLIC:**
- 10. **REMARKS BY COUNCILMEMBERS:**
- 11. **ADJOURNMENT:** MOTION Pg. 26

Next Month Calendar

Downtown Development Authority:	Thursday, August 12, 2021, 6:00 p.m., PDBMB
Fire Board:	Monday, August 16, 2021, 6:00 p.m., Public Safety Building
Zoning Board of Appeals:	Wednesday, August 18, 2021, 6:00 p.m., PDBMB
City Council:	Monday, August 23, 2021, 7:00 p.m., PDBMB
Metro Police Board:	Wednesday, August 25, 2021, 10:00 a.m., Metro HQ
Park Board:	Wednesday, September 1, 2021, 5:30 p.m., Abrams Park
Planning Commission:	Tuesday, September 14, 2021, 7:00 p.m., PDBMB (One Week Later)
City Council:	Monday, September 13, 2021, 7:00 p.m., PDBMB

City of Swartz Creek Mission Statement

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

City of Swartz Creek Values

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

Honesty, Integrity and Fairness

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

Fiscal Responsibility

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

Public Service

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

Embrace Employee Diversity and Employee Contribution, Development and Safety

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

Expect Excellence

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

Respect the Dignity of Others

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

Promote Protective Thinking and Innovative Suggestions

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

**CITY OF SWARTZ CREEK
VIRTUAL REGULAR CITY COUNCIL MEETING ACCESS INSTRUCTIONS
MONDAY, AUGUST 9, 2021, 7:00 P.M.**

The regular virtual meeting of the City of Swartz Creek city council is scheduled for **August 9, 2021** starting at 7:00 p.m. and will be conducted virtually (online and/or by phone), due to health concerns surrounding Coronavirus/COVID-19 and rules promulgated by the Michigan Department of Health and Human Services.

To comply with the **Americans with Disabilities Act (ADA)**, any citizen requesting accommodation to attend this meeting, and/or to obtain the notice in alternate formats, please contact Connie Olger, 810-429-2766 48 hours prior to meeting,

Zoom Instructions for Participants

To join the conference by phone:

1. On your phone, dial the teleconferencing number provided below.
2. Enter the **Meeting ID** number (also provided below) when prompted using your touch-tone (DTMF) keypad.

Before a videoconference:

1. You will need a computer, tablet, or smartphone with speaker or headphones. You will have the opportunity to check your audio immediately upon joining a meeting.
2. Details, phone numbers, and links to videoconference or conference call is provide below. The details include a link to “**Join via computer**” as well as phone numbers for a conference call option. It will also include the 9-digit Meeting ID.

To join the videoconference:

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

You may also join a meeting without the link by going to join.zoom.us on any browser and entering the Meeting ID provided below.

If you are having trouble hearing the meeting, you can join via telephone while remaining on the video conference:

1. On your phone, dial the teleconferencing number provided below.
2. Enter the **Meeting ID number** (also provided below) when prompted using your touchtone (DMTF) keypad.
3. If you have already joined the meeting via computer, you will have the option to enter your participant ID to be associated with your computer.

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



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

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

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

Connie Olger is inviting you to a scheduled Zoom meeting.

Topic: Swartz Creek City Council Meeting

Time: August 9, 2021 07:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

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

Meeting ID: 830 9640 1128

One tap mobile

+13017158592,,83096401128# US (Washington DC)

+13126266799,,83096401128# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 830 9640 1128

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

If you have any further questions or concern, please contact 810-429-2766 or email colger@cityofswartzcreek.org.

A copy of this notice will be posted at City Hall, 8083 Civic Drive, Swartz Creek, Michigan.

CITY OF SWARTZ CREEK VIRTUAL (ELECTRONIC) MEETING RULES AND PROCEDURES

In order to conduct an effective, open, accessible, and professional meeting, the following protocols shall apply. These protocols are derived from the standard practices of Swartz Creek public meetings, Roberts Rules of Order, the City Council General Operating Procedures, and other public board & commission procedures. These procedures are adopted to govern participation by staff, councilpersons and members of the public in all City meetings held electronically pursuant to PA 228 of 2020. Note that these protocols do not replace or eliminate established procedures or practices. Their purpose is to augment standing expectations so that practices can be adapted to a virtual meeting format.

The following shall apply to virtual meetings of the city's public bodies that are held in accordance with the Open Meetings Act.

1. Meetings of the City Council, Planning Commission, Zoning Board of Appeals, Downtown Development Authority, Park Board, or committees thereunder may meet electronically or permit electronic participation in such meetings insofar as (1) the Michigan Department of Health and Human Services restricts the number of persons who can gather indoors due to the COVID-19 pandemic; (2) persons have an illness, injury, disability or other health-related condition that poses a risk to the personal health or safety of members of the public or the public body if they were to participate in person; or (3) there is in place a statewide or local state of emergency or state of disaster declared pursuant to law or charter by the governor or other person authorized to declare a state of emergency or disaster.
2. All meetings held hereunder must provide for two-way communication so that members of the public body can hear and respond to members of the general public, and vice versa.
3. Members of the public body who participate remotely must announce at the outset of the meeting that he/she is in fact attending the meeting remotely and by further identifying the specific physical location (by county, township, village and state) where he/she is located. The meeting minutes must include this information.
4. Notice of any meeting held electronically must be posted at the City Offices at least 18 hours before the meeting begins and must clearly explain the following:
 - (a) why the public body is meeting electronically;
 - (b) how members of the public may participate in the meeting electronically, including the specific telephone number, internet address or similar log-in information needed to participate in the meeting;
 - (c) how members of the public may contact members of the public body to provide input or ask questions on any business that will come before the public body at the meeting;
 - (d) how persons with disabilities may participate in the meeting.

5. The notice identified above must also be posted on the City's website homepage or on a separate webpage dedicated to public notices for non-regularly scheduled or electronic public meetings that is accessible through a prominent and conspicuous link on the website's homepage that clearly describes the meeting's purpose.
6. The City must also post on the City website an agenda of the meeting at least 2 hours before the meeting begins.
7. Members of the public may offer comment only when the Chair recognizes them and under rules established by the City.
8. Members of the public who participate in a meeting held electronically may be excluded from participation in a closed session that is convened and held in compliance with the Open Meetings Act.

MAINTAINING ORDER

Public body members and all individuals participating shall preserve order and shall do nothing to interrupt or delay the proceedings of public body.

All speakers shall identify themselves prior to each comment that follows another speaker, and they shall also indicate termination of their comment. For example, "Adam Zettel speaking. There were no new water main breaks to report last month. That is all."

Any participants found to disrupt a meeting shall be promptly removed by the city clerk or by order of the Mayor. Profanity in visual or auditory form is prohibited.

The public body members, participating staff, and recognized staff/consultants/presenters shall be the only participants not muted by default. All other members must request to speak by raising their digital hand on the virtual application or by dialing *9 on their phone, if applicable.

MOTIONS & RESOLUTIONS

All Motions and Resolutions, whenever possible, shall be pre-written and in the positive, meaning yes is approved and no is defeated. All motions shall require support. A public body member whom reads/moves for a motion may oppose, argue against or vote no on the motion.

PUBLIC ADDRESS OF COUNCIL

The public shall be allowed to address a public body under the following conditions:

1. Each person who wishes to address the public body will be first recognized by the Mayor or Chair and requested to state his / her name and address. This applies to staff, petitioners, consultants, and similar participants.
2. Individuals shall seek to be recognized by raising their digital hand as appropriate on the digital application.

3. Petitioners are encouraged to appropriately identify their digital presence so they can be easily recognized during business. If you intend to call in only, please notify the clerk in advance of your phone number.
4. The city clerk shall unmute participants and the members of the public based upon the direction of the mayor or chair. Participants not recognized for this purpose shall be muted by default, including staff, petitioners, and consultants.
5. Individuals shall be allowed five (5) minutes to address the public body, unless special permission is otherwise requested and granted by the Mayor or Chair.
6. There shall be no questioning of speakers by the audience; however, the public body, upon recognition of the Mayor or Chair, may question the speaker.
7. No one shall be allowed to address the public body more than once unless special permission is requested, and granted by the Mayor or Chair.
8. One spokesperson for a group attending together will be allowed five (5) minutes to address the public body unless special permission has been requested, and granted by the Mayor or Chair.
9. Those addressing the public body shall refrain from being repetitive of information already presented.
10. All comments and / or questions shall be directed to and through the Mayor or Chair.
11. Public comments (those not on the agenda as speakers, petitioners, staff, and consultants) are reserved for the two "Public Comment" sections of the agenda and public hearings.

VOTING RECORD OF PUBLIC BODIES

All motions, ordinances, and resolutions shall be taken by "YES" and "NO" voice vote and the vote of each member entered upon the journal.

City of Swartz Creek
CITY MANAGER'S REPORT
Regular Council Meeting of Monday, August 9, 2021 - 7:00 P.M.

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

FROM: Adam Zettel, City Manager

DATE: August 4, 2021

ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

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

I have consulted further with the city attorney and an appraiser that specializes in big box retail in Michigan. We still have some time before any action is required. The state is requesting valuations by February and a pre-trial sometime in the first two weeks of May. With that said, we would want to have an appraiser working on the case about 120 days prior to the valuation (early October).

Our strategy for the next two months will be to see if we can garner further partnerships, support, and resources from other communities and the Michigan Municipal League. We will also be continuing to maintain an open door for communications with Meijer. It initially appeared that ABC 12 would cover the story (at their request), but they decided to wait. This could have been an opportunity to get Meijer's attention, but we shall need to find other methods.

See the July 26, 2021 report for details on the Meijer appeal.

By September, I recommend we proceed with starting an appraisal, barring any unforeseen shift in the appeal. The cost for the appraisal could be as high as \$25,000, in addition to legal fees. Since the impact of the appeal is going to be roughly \$40,000 for the DDA (annually) and about \$13,500 for the city streets/public safety (annually), I think we must proceed.

We are proceeding with an appraisal of Family Farm and Home. This is for an appeal filed last year. We still have an appeal filed for an office at 5376 Miller Road. An appraisal for this property has been completed by Kevin Groves Appraisals, Inc. We have a hearing date, but may be able to settle beforehand based upon our data. I will keep the council informed on the progress of this appeal.

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

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

Morrish Road is slated for 2022 federal funding. Note that the total scope of the project is around \$1,050,000, with 20% being the city's contribution.

The city has committed the match portion to this project, which is 80-20. The project is slated to be complete in 2022, one year after the water main installation in this area. We are proceeding with preliminary engineering for this project. The engineers have included work scope regarding our desire to widen Paul Fortino to

the north so that a left turn lane may be added. We expect this will occur whether or not the townhome project proceeds.

In addition, we expect to ramp up with the next round of TIP submissions. This is the phase in which we request funding of specific major streets through the federal programs next three year cycle. Andy and I have been working on a strategy, and we believe we have no choice but to submit Miller Road (Morrish to N. Seymour) and ONLY this segment. In the past, we have submitted other major streets as backup. While they have been funded (Morrish and Fairchild), we have not been adequately addressing our largest and most crucial asset.

To better position our community, we are completing PE for Miller Road early and keeping it as a standby project for other unspent TIP funds in the county (e.g. if the GCRC or another community in Genesee receives funding for a project but cannot complete it for some reason, a 'shovel-ready' project can take its place). Doing so will put our project on stand by and also demonstrate to the selection committee the degree of our commitment to having Miller Road funded in the next cycle. We now have a proposal for this work. I recommend proceeding. The design needs to be complete anyway, and doing it sooner may open more doors for funding.

Lastly, the county has put Miller and Elms intersection on a short list for potential roundabout candidates. It is unclear if there will be any additional funds (safety, air quality, or other). However, we are taking the first steps to take this into consideration. This intersection certainly poses some safety and efficiency issues.

✓ **STREET PROJECT UPDATES** (*Update*)

This is a standing section of the report on the status of streets as it relates to our dedicated levy, 20 year plan, ongoing projects, state funding, and committee work. Information from previous reports can be found in prior city council packets.

Chelmsford and Oakview (to Seymour) is now underway and will be completed this year. Water main and services are done, with road work on the way. Forestry work finished a while back, and we have communicated the schedule and impact letters to residents.

The city accepted the low bid by Glaeser Dawes for 2020 and 2021 work projects, including our street reconstruction projects. This is the company that completed the first three phases of the street/water main reconstruction projects in the city since 2017.

Lighting contracts with Consumers Energy have been approved.

Crack fill services have been conducted city-wide. We are happy with the results.

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

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

We are ramping up for a new slate of inspections, cleaning, and lining. Revenues and fund balance are still adequate for an aggressive program. This is true even with the added expense of the District 3 expansion. All of this is good because we

have learned that there is more clay pipe in the system than we originally thought, including Springbrook.

With that said, we are going to include more routine cleanings and inspections on an annual basis. I have some initial pricing for a broad televising program for this year, which will set the table for future lining programs and ensure that we are hitting our jetting maintenance goals as well. Based upon the work completed so far, which is extensive, as well as what we expect to learn from this effort, we will be updating our 20 year sewer plan and map. This may result in new 20 year set of goals that will replace the existing.

Note that we also intend to apply for funds that may help with storm sewer disconnections. This is part of the massive Inflow and Infiltration (I&I) program that the county must undertake. I&I enables storm water to enter the sanitary sewer and results in high volumes (up to 10x normal flow), which impact the treatment facility and transmission lines can be overwhelmed. As such, we have been working to eliminate I&I by lining clay pipes, sealing manholes, and removing direct inflow (home weep tile, business roof drains, etc.).

We hope to secure the noted grant to be able to eliminate weep tile connections as we come across them. Most of them are in Winchester Village, and they are responsible for most of our I&I. While our I&I is not relatively bad, it can still cause problems. The grant could save a homeowner up to \$10,000 for such a disconnection.

We continue to work on GIS mapping updates for all sewer system attributes.

✓ **SEWER CAPACITY INITIATIVE (Update)**

Work is ongoing. All signs indicate a smooth project. Note that the contractor has more extensive restoration to perform at the Masonic Lodge. The owners have been in communication and are agreeable.

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

The west Miller, Morrish, and Bristol Road segments are complete. The contractor is finishing up in Winchester Village, and will be starting soon on the final component of USDA phase I, which is the Miller Road segment from Elms to Raubinger.

Note that Morrish Road paving and paint markings are temporary. We have timed this so that repairs commence next year with the Transportation Improvement Program funds.

OHM is working on an application for another round of USDA grant/loans. This will help us afford the remainder of the Winchester Village Streets:

Greenleaf
Winshall
Durwood
Norbury

Whitney
Seymour (South of Miller)

If we are going to do this, we may need to skip a street reconstruction in 2022 so that the USDA process is ready to go. The upside is that 2023 and 2024 could see the total completion of all Village water main and streets. Doing so will also require another street bond (funded with existing revenues). This is something we can probably arrange for ten years like we did with the first segment of road work.

If the USDA application is approved, we will know our obligations towards additional notes or access to grants. We can then formalize a workable financial and construction plan to finish the Village streets and water main.

As presented by the GCDC on April 12, the new county Master Plan includes a northern loop and southern loop option to provide redundancy and stability to the system. This is good news since Gaines and Clayton Township rely on the overstressed Miller line. There will not be any cost participation by the city, but the timeline is unclear. There are rumors that recovery act funds may be put forth to accelerate a loop.

The city is revisiting an effort to work with the county to abandon the 8" Dye Road water main in the vicinity of the rail line (west side of Dye). 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 16" line. It appears the transition cost would be about \$25,000. Mr. Harris and I have learned of the needs from the county and are ready to proceed. We may look to add this as USDA work or bring back a separate proposal. Note that the city line will be abandoned, but the city will still retain the customers.

✓ **WATER SYSTEM MASTER PLAN** (*No Change in Status*)

OHM is proceeding with the plan. While we are not on schedule for all facets, we are still in a good spot. Flow testing has been done and analysis is underway. Note that the flow testing is conducted with open hydrants and has resulted in some water quality complaints. We should have some interesting things to show the community soon.

We are completing a Water System Master Plan by mid-2021 for compliance with America's Water Infrastructure Act of 2018 (AWIA). The city must also update a Risk and Resilience Assessment (RRA) and Emergency Response Plan (ERP). The Water System Master Plan will address the requirements of the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Safe Drinking Water Act (Act 399) for both the Water Reliability Study (Part 12) and General Plan (Part 16) portions.

This Water Master plan will ultimately be used by the City to address high-priority asset needs that are critical to the City's infrastructure performance, hydraulic capacity, and planning for future capital and operating expenditures. The City last completed an update in 2013.

Under AWIA, the RRA & ERP must certify to the Environmental Protection Agency (EPA) that the RRA has been completed by June 30, 2021. The certification that the ERP has been completed is due 6 months after RRA certification. The RRA identifies key water system assets and potential threats to those assets, and the Emergency Response Plan identifies the procedures and processes the City will employ to address the identified threats.

The investigation and analysis to complete these tasks is highly sophisticated. As such, we have retained OHM to provide these studies and reports. They are at work on the matter.

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

The last of the lots acquired prior to the special assessment have been sold. We approved permits for single family homes on September 30th, which are being finalized. The city also has two more lots that were acquired through the tax reversion process. As of May, 2021, there may be interest by the builder to proceed with acquisition and construction. This would finally clear us of the subdivision and put the association in a better position to build membership and dues for their operations.

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

The July newsletter is out for distribution.

✓ **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 city has been recommended for funding through the **DNR Trust funds for 2021 construction of the Genesee Valley Trail**. The MDOT grant is conditionally awarded. We hope to combine this with the Safe Routes to School initiative for 2021 construction.
2. The **raceway owner appears ready to move on**. The owner will be looking to repurpose the site and cooperate with our master plan process. See details below.
3. Communities First has a purchase option for **Mary Crapo**. This option has apparently been extended by the School Board for one year as of this month. Their first application was denied. The zoning, site plan, and PILOT for the 40 unit building conversion have been approved by the city. The land purchase and state approvals are still pending. The park board recommends against the lease unless terms are dramatically improved to allow flexible public use.
4. The **school bond** passed and many improvements are expected in 2020 throughout the district. Total investment for this effort will exceed \$50 million over two to three years. Work has commenced on Syring and Elms School, as well as the high school athletic complex. Plans are being submitted for the Middle School. The schools in the city are in a rigorous state of improvement at the moment. It also appears that the school will be adding a walking path on their high school campus that should be integrated with other pedestrian features.
5. **Street repair in 2020** is complete. We will be completing the remainder of Chelmsford and Oakview to Seymour in 2021. The city also has grants and

loans for about **\$5 million in water main work** to occur between 2020 and 2022. COVID 19 may put a stop to some or all work efforts.

6. The **Applecreek Station** development of 48 townhomes is on hold due to construction material availability and cost. They continue to seek 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. This project is on hold pending the sewer relief project.
7. **(Update)** The **Brewer Condo Project** has affirmed their site plan with the Planning Commission in April (the site plan validity expired). The master deed documents were also finalized. The existing purchase agreement is being executed and we expect a closing within a week. Site work might begin in August. The project includes 15 townhome condos off Morrish Road in downtown. They are approximately 1,750 square feet, with two car garages and basements (or shelters, in accordance with the applicable ordinance).
8. The next **Springbrook East** phase is under construction. They have pulled many home permits.

✓ **TAP/DNR TRAIL** (*No Change in Status*)

Flint Township is proceeding with all funding commitments and easements on their end. We are all systems go. GM easements are signed and recorded! In the end, they worked well with us, but I wish it started more smoothly. The previous report follows.

The DNR indicates that funds are now officially obligated for the Trust Fund grant, in the amount of \$300,000! We now have a grant agreement to approve. This is a standard form instrument that we must abide by to get the funds. I have included the agreement and a resolution in the packet.

It appears there might still be an opportunity to roll this in with the SRTS trail. Either way, we expect to bid in about six months. As always, the bids could come in high or construction change orders could add costs, but we are definitely in a good spot. I suspect high exposure will be \$150,000 of local funds at this point. Hopefully, this will cover most of it!

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

We are working on the four easements that are required for this project. While all four owners (one of which is the school) appear to be interested in the project and have affirmed a willingness to participate, we are hitting early walls. One owner wanted to have their taxable value changed, and another owner wants to be rezoned. If these demands remain, we obviously cannot accommodate them. We are still pursuing negotiations to see if we can find common ground with a monetary amount and/or in-kind site improvements that are related to the project.

As observed with the TAP project, we ended up finding ourselves in a bad spot when negotiations stopped or went south. To avoid a delay, I recommend we lay the groundwork for proceeding with condemnation. This is exactly what we did one year ago

with three properties that were not agreeable. With the process started, one party quickly came to agreement and the other two eventually settled. I hope for the same result.

Mr. Stritmatter has provided some guidance on what this requires. I am including a resolution to that end and recommend we proceed. Doing so will not result in any formal proceedings at this time. The next step would be the approval of appraisals to include with the condemnation request.

Preliminary engineering is underway. This project is likely to be done in 2022. There is still a chance that this will be combined with the TAP/DNR project.

This is a substantial grant for another \$600,000+ for trails and walkways in the community! This will enable installation of paths near the middle school, Elms, and Syring for student safety. These connections will also enhance our trail network.

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

We owe a big thanks to the state and Chris Germain for his efforts. Thanks to this program and the continual communication we received from MEDC, we are able to invest in a cutting edge Master Plan and DDA Plan this year! This is something we would not otherwise be able to do (See the Master Plan Section)!

In other news, we have been working actively with various partners at the state and local level to work on a small business plan and options for use of the raceway. I think the prospects for that property are looking up!

We also have the option to exercise a crowd funding match for a public place enhancement. This is a big deal and can provide up to \$50,000 towards a downtown project!

A link to this program is here: <https://www.miplace.org/programs/public-spaces-community-places/>

✓ **TAX REVERTED PROPERTY USE** *(Update)*

We have some interest in the Wade Street property from J.W. Morgan. Since this property is just taking up space and generating mowing bills, we should consider unloading it. This is especially true since it is likely to lose its tax exempt status. An infill bungalow house might be the way to go. The floodplain is complicating matters. We will be looking into this.

There is also the matter of a fire pit that has been left onsite. While the city has been actively caring for this property. It is possible that the house to the north continues to use it for recreation. Like other properties, we have not actively excluded use. However, it might be wise to do so for liability reasons. If there is no objection, we will clear the site of the fire pit and other features not belonging to the city.

✓ **8002 MILLER** *(Update)*

The tenant paid \$500 on July 29th, but is not catching up like we had hoped. The rent abatement covers the months of April through September. The owner indicated that

she has made a significant life change recently that should lead to a better financial position. This item is on the August 9 agenda for review.

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

The school is continuing to work on most facilities. Major efforts underway include the admin building. Much site and building work at the city elementary schools is finishing up, as are the athletic facilities. More work on the high school and middle school campuses is slated for 2021. It appears there will be a series of trails near the high school campus.

We have received a few complaints about lighting at Elms and Syring. The school is working with us to control glare with shields and/or limit hours of operation. This will help improve the neighborhoods. Note that these are voluntary actions since schools are exempt from local zoning.

✓ **CDBG** *(No Change of Status)*

The downtown and neighborhood sign program has been installed, invoiced, and reimbursed. We are all set here.

Applications were submitted for the 2022-2024 cycle which will go towards senior services and new downtown residential neighborhood sidewalks. The county is reviewing the proposal now.

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

Staff is now able to edit the maps and accompanying data fields for our GIS system. Mr. Harris educated the office staff on some of the platform functionality at our June 23rd staff meeting. This further expands its use and will put the city in a position to be a bit more efficient and productive on the customer service end.

The GIS platform includes underground water, sewer, and storm facilities. We are also mapping basic street data. This system is accessible by our field staff anywhere in the city by mobile device and will enable locational support, as well as important maintenance and related data fields related to infrastructure.

We are also exploring the use of work order applications with GIS that will save some time and better integrate data analytics for our infrastructure. Some of these features may be viewable by the public as well once we are established.

✓ **DISC GOLF** *(Update)*

Otterburn Park and the disc golf course is moving into the next phase! Basket 18 (the sledding hill) is looking amazing! The contractor is smoothing out some fairways and adding some topography to the rest of the course. We also have a plan for a circle-drive parking lot, with pavilion.

The disc golf committee met on August 4th, and a build weekend is tentatively set for October 16th and 17th. A GoFundMe page will be set up to raise funds for trees, signs, and landscape restoration materials. The baskets and tee pads are already ordered. With that said, we should have a functional course in October!

✓ **8067 MILLER ROAD (Update)**

The city has accepted a contingent offer for \$192,500. We have the 30 day public inspection period ongoing now, and I will have the affirmation on the agenda for September 13th. The general terms of the sale are:

Purchase Price: \$192,500
Method: Conventional Mortgage (80/20)
Closing: September 15, 2021
Inspection: 7 day general inspection
Contingency: Offer on existing home
Appraisal Guarantee: None

✓ **MASTER PLAN UPDATE (Update)**

CIB, in conjunction with Smith Group, are working on the Master Plan/DDA Plan. We are looking to hold a focus group meeting on August 24th. By the September Planning Commission Meeting, we should have an audit completed. We also will be delivering a firm timeline for review, and we expect to have a steering committee established (one volunteer member of PC, DDA, staff, and council). With that said, a volunteer from the council to serve on this committee would be welcome!

The Planning Commission will be the forum for most of the review, with the DDA invited to participate in all PC meetings. Updates will be completed in conjunction with the focus groups (downtown) and steering committee. Formal review and public hearings will be conducted at the PC, DDA, and Council level as required by statute.

Formalization of the plan is likely going to be in early 2022.

✓ **RACEWAY (No Change of Status)**

There are rumblings that the state may yet explore historical wagering. I have been able to touch base, and it appears the owner is not putting much stock in this. They continue to proceed with reuse, and it appears there is interest. GM is temporarily storing cars onsite. The owner is also looking to engage in our master plan process. Again, I think they are considering marijuana uses so start pondering that and seeking input from constituents.

The previous report follows.

I have reached out to the state MEDC folks to see what assistance we may get to plan, market, or rehabilitate the site. I am getting positive feedback so far, but we have not concluded anything.

The raceway owner is ready to move on. They are going to test the market for possible buyers and users of the site. We have been communicating with them concerning the city's ability to provide services, specifically traffic to the site. We have also been stressing our desire to place low-impact uses there that compliment (or at least are not detrimental) to the adjacent properties.

This conversation has led us away from high-traffic retail and apartment uses. We are leaning towards consideration of a modern light industrial park. This could provide daily

users that complement the downtown and retail of the city, while having a low impact on services and the surrounding areas. Of course, a site this size is likely to have multiple users and might still offer sites for hospitality, hotel, or condo space. We would need to work on a plan together to ascertain how the community should proceed.

I also suspect that the owner will get potential buyers in the marijuana growing or production industries. This is something that the city considered when the five medical marijuana license types were decriminalized in Michigan. All such licenses were prohibited. With the impact of such sites (growing and production only; not retail) being observable in more and more Michigan communities, our community should revisit this as a potential springboard to getting the site functional.

✓ **FIRE DEPARTMENT (EMS) SERVICES** (*Business Item*)

The fire department is set to respond to EMS calls on August 1. A report on activity and operational findings is expected in early 2022. The county standard is that the FD would only be dispatched if the EMS/MEDIC is more than 8 minutes/miles away (under certain stipulations).

With that said, Medstar, based in Mundy Township is offering a no-charge agreement to meet this standard for the City of Swartz Creek. This is something new that Chief Plumb believes is a good option. Myself and Mr. Plumb met with Medstar leadership in late July. I am including their sample agreement.

The system used to assign ambulances today is one based upon the ambulance location in relation to a call. With this in mind, ambulances tend to congregate together in the center of activity areas, such as the corner of Linden and Corunna Roads. Under the proposed system, providers with dedicated customer bases can disperse their ambulances in a service area (instead of concentrating them). This would result in better response times in the opinion of some folks.

However, this is not obvious to me. As such, I have invited Mr. Kolby Miller to our meeting to explain their position and their solution. We have some time to think about this. Note 1: 911 must acknowledge such municipal agreements, which they will apparently vote on at their September 14 meeting. Note 2: Mundy Township is likely to sign such an agreement with Medstar.

Most agencies who sign with municipalities include the national standard in their agreement that they will arrive on scene within 8 minutes 90% of the time. This could cut down on the number of calls the FD has to respond to, if these times were met.

✓ **WASTE SERVICES** (*Update*)

GFL is onboard. They are going to be recovering Republic carts that remain in the city, at no additional charge. I will remove this section from future reports.

✓ **COVID AID** (*No Change of Status*)

We have requested our funds. This does not mean we are committed to specific expenses. However, there is some red tape processes that must be adhered to in order to get a distribution. Deanna is on top of it. The previous report follows:

It appears that our community will be receiving about ~\$500,000 in stimulus funds. This allocation is supposed to be a direct federal allocation (via the State of Michigan) under the American Rescue Plan Act of 2021. We are going to be able to apply for the first distribution (50%) in early July. We will do so, with the understanding that we still have time to commit to an eligible expense. These funds will need to be spent in approximately 24 months and are not to be comingled with other operating funds.

Initial recommendations from the National League of Cities include expenditures on essential sanitation infrastructure, such as water and sewer. They also note the importance of economic recovery. This MAY include allocations to improvements related to downtown and recreation. It MAY also include direct allocations to businesses in the form of loans or grants. While the categories have been laid out, it is not obvious what specific expenses are permitted.

Another available option is the recovery of revenues below the ~4% bench mark set by the feds. What this boils down to is that we can place said funds into our general fund to the extent that revenues are not meeting national benchmarks. We continue to educate ourselves and make inquiries.

✓ **DEPARTMENT OF PUBLIC AND COMMUNITY SERVICES (Update)**

Mr. Robert Bincsik joined our staff on July 26th. Rob brings vast hands-on and administrative experience to our city, and is a current Genesee County resident. I hope to have him on hand for the meeting to introduce himself. His first two weeks have gone very well.

We continue to establish OHM as a more proactive engineering consultant by 'injecting' them into our operations at a higher degree. This includes an in-office workstation/login, remote access, routine duties, and more frequent communication.

✓ **PAVILION COMMITMENT (Update)**

The city council has committed to installing a pavilion at Otterburn Park, including a commitment of \$20,000. The family joined us at the August 4 Park Board meeting. After discussion, it appears that a relatively large pavilion, with electricity and a concrete slab is desired. This could have the potential for bathrooms at some point. If not, port-a-johns can be placed at the site, giving the community yet another pavilion for general use and events.

A consultation with Tri-City building indicates that we are probably in for about \$50,000 of expenses to get a good sized pavilion of durable composition. I suspect a project like this could get much in terms of donations and in-kind assembly help. The details of which will be discussed at the September 1, 2021 meeting.

✓ **WATER OPERATIONS SERVICES (No Change of Status)**

We are in a position to proceed with an agreement with the GCDC-WWS to supply operational services to the city regarding the water distribution system. This has enabled us to have a broader array of options in selecting the next DPW Director. However, there is no rush to act quickly. We have the ability to take our time further study and consider options. One of the first items of business as we onboard a new director is to consider this option. I will keep the council informed.

- ✓ **BUILDING RELOCATION SERVICES** *(No Change of Status)*
A contractor agreement has been prepared and we have reached out to establish a start date.
- ✓ **OTHER COMMUNICATIONS & HAPPENINGS** *(See Individual Category)*
- ✓ **MONTHLY REPORTS** *(Update)*
We have a fair amount of police data to go through!
- ✓ **BOARDS & COMMISSIONS** *(See Individual Category)*
 - ✓ **PLANNING COMMISSION** *(Update)*
The Planning Commission met on August 3, 2021. They discussed the community master plan (see above). They appointed Mr. Henry and Mr. Keene to the Master Plan Steering Committee. They also are considering an expansion of the basement requirement zoning ordinance, which is scheduled for a public hearing before the planning commission on September 7th.

We have another vacancy, caused by the relocation of Mr. Juan Zuniga. A replacement is needed.
 - ✓ **DOWNTOWN DEVELOPMENT AUTHORITY** *(No Change of Status)*
The last meeting of the DDA was in April. They reviewed their next fiscal year budget and approved a façade grant for the Assenmacher Building rehabilitation project. They did not meet in May or June, but there could be upcoming business related to a new farmers market group in the community. Unfortunately, the Meijer appeal puts most spending on hold. Their next meeting is scheduled for August 12.
 - ✓ **ZONING BOARD OF APPEALS** *(No Change of Status)*
A sign variance for 8048 Miller was approved on May 19th. The variance will enable a 10 foot ground sign for the property. In addition, the ZBA selected officers, with Mr. Packer remaining as chair, Mr. Plumb as vice chair, and Mr. Smith as secretary. The next meeting date is tentatively August 18.
 - ✓ **PARKS AND RECREATION COMMISSION** *(Update)*
The Park Board met on August 4th. There were updates on disc golf, Otterburn Park, and the trails (see above). The park board slip and slide, as administered by the Swartz Creek Fire Department Auxiliary, is tentative for August 14th at Elms Park. This will coincide with the staining of the playscape by the Cornerstone Baptist Church.

The park board is working with our partners on fundraising and promotion for the disc golf course and Otterburn pavilion. They are also considering options for the enhanced security of Elms Park, as it relates to evening and night use. Options are entrance gates and security cameras (see new business).

Their next meeting is September 1 at Abrams Park.
- ✓ **BOARD OF REVIEW** *(No Change of Status)*

The Board of Review met for their July meeting on the 20th. This session was to hear errors and omissions. I do not have a tally of petitioners or outcomes at this time.

✓ **CLERK'S OFFICE/ELECTION UPDATE (Update)**

Typical routine tasks.

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

The transition is complete between Andy and Rob. Rob is already analyzing our facilities, services, and equipment. I expect him to settle in quickly.

✓ **TREASURER UPDATE (Update)**

Staff have been busy with property tax payments. The preparation for the year-end audit continues. Routine duties were performed including, but not limited to, writing/processing routine journal entries, bank wires, review and approval of accounts payable invoices, building department permits and rental inspection collections, park reservations, processing payroll, receipt of tax and utility billing payments, and other financial matters impacting the city.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

✓ **APPOINTMENTS (Business Item)**

With the hire of Mr. Bincsik, we have a couple of appointments to fulfill for that position. We also have some terms coming due for the compensation commission, which meets in the fall of odd years. Lastly, we have a vacancy in the planning commission (Mr. Zuniga moved). We do not have a replacement yet.

✓ **PARK ORDINANCE AND GATES (Business Item X2)**

There is a lot of use at Elms Park. This is causing some problems. While we are not experiencing any property destruction or serious non-sense, we are seeing much more trash, noise, evening use, and an incidence of reservation non-compliance. This has been a trend for some time, and the park board has taken action.

The bottom line is that the use at Elms Park is the equivalent to that of a regional park. As such, the park board recommends that we proceed with measures that are observed at other regional parks (Bicentennial in Grand Blanc, Miracle Commons in Mundy, and Flushing County Park). Such measures include gating of the entrances at night, the treatment of rule violations as a misdemeanor, and the potential for security cameras.

For the gate features and ordinance change, the park board deliberated on these matters at their meeting. They recommend we proceed. I think this is a very good idea and have included two separate resolutions to do so. The cost for the gates will be \$4,000 to \$5,000 installed. The gates will be opened by the city in the morning and closed by the police at night (with vehicles directed to leave or towed). The ordinance change will enable Metro PD to issue citations or take other necessary action for violations of the council-approved park rules. This is a missing feature of the current ordinance.

Council Questions, Inquiries, Requests, Comments, and Notes

Notable Code Issues: We expect the demolition of the Miller Road homes (at Elms) to commence any day. The owner has hired a contractor, paid a deposit, and pulled permits. The non-compliant sign (North Atlas) now has a valid design and permit, with work expected soon.

Back to the Bricks: We expect a crowded evening downtown on August 10th. The car show will be drawing crowds and blocking traffic downtown. The summer concert series will also be drawing crowds as well. I suspect this will create a degree of congestion and complaints. However, we have been seeking ways to create more vitality in downtown.

**City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday, August 9, 2021, 7:00 P.M.**

Motion No. 210809-4A **MINUTES – July 26, 2021**

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, July 26, 2021, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 210809-5A **AGENDA APPROVAL**

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Agenda as presented / printed / amended for the Regular Council Meeting of August 9, 2021, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 210809-6A **CITY MANAGER’S REPORT**

Motion by Councilmember: _____

I Move the Swartz Creek City Council accept the City Manager’s Report of August 9, 2021, including reports and communications, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 210809-8B **RESOLUTION TO APPROVE ACQUISITION AND
INSTALLATION OF ENTRANCE GATES AT ELMS
PARK**

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek owns, operates, and maintains a system of major parks and public spaces, and;

WHEREAS, usage of Elms Park, due to the addition of additional active recreation features and the growth of the area, is resulting in an increase of park users at all times of day, including late evening hours, and;

WHEREAS, increased usage, especially after the departure of reservation parties, is resulting in unkempt areas and unwanted activities, and;

WHEREAS, Elms Park is found to function as a regional park and is therefore in need of large scale measures to control usage times.

NOW, THEREFORE BE IT RESOLVED, the Swartz Creek City Council approves the installation of gates at both entrances to Elms Park and directs the City Manager or his designee to acquire, under the city’s purchasing ordinance, and install said gates.

BE IT FURTHER RESOLVED, the Swartz Creek City Council approves a budget adjustment for Elms Park Department of the General Fund in the amount of \$5,000 as directed by the City Treasurer.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 210809-8C

**RESOLUTION TO APPROVE AN ORDINANCE,
ORDINANCE 453 TO AMEND ARTICLE III, BY ADDING
SECTION 11-48 OF THE ORDINANCE, PENALTIES**

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek owns, operates, and maintains a system of major parks and public spaces, and;

WHEREAS, the city council, with the advice of the Park Board, promulgates and approves rules to govern the use of such parks, and;

WHEREAS, the city desires to create a clear method of enforcement for such park rules and regulations.

NOW, THEREFORE, THE CITY OF SWARTZ CREEK ORDAINS.

**CITY OF SWARTZ CREEK
ORDINANCE NO. 453**

An ordinance to amend Article III of Chapter 11 of the Code of Ordinances by adding thereto a new Section 11-48.

THE CITY OF SWARTZ CREEK ORDAINS:

Section 1. Amendment of Article III of Chapter 11 of the Code of Ordinances of the City of Swartz Creek.

The City Council hereby amends Article III of Chapter 11 of the Code of Ordinances by adding thereto a new Section 11-48 to read as follows:

Sec. 11-48. Penalties.

Any person in violation of the park rules and regulations adopted by the city council, shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be punished by a fine of \$100 for the first offense, \$250 for the second offense, and \$500.00 for additional offenses or by imprisonment for not more than 90 days or by both fines and imprisonment at the discretion of the court.

Section 2. Effective Date.

This Ordinance shall take effect 20 days following publication.

At a regular meeting of the City Council of Swartz Creek held on the _____ day of _____, 2021, _____ moved for adoption of the foregoing ordinance and _____ supported the motion.

YES:

NO:

The Mayor declared the ordinance adopted.

David Krueger
Mayor

Connie Olger
Clerk

CERTIFICATION

The foregoing is a true copy of Ordinance No. 453 which was enacted by the Swartz Creek City Council at a regular meeting held on the 9th day of August, 2021.

Connie Olger
City Clerk

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 210809-8D

COMMISSION APPOINTMENTS

Motion by Councilmember: _____

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

WHEREAS, there exist vacancies for various positions; and

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

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

#210809-8C1 MAYOR APPOINTMENT: Larry Cummings
Local Officers Compensation Commission, Resident
Five year term, expiring September 30, 2026

#210809-8C2 MAYOR APPOINTMENT: Patricia Maksymiu
Local Officers Compensation Commission, Resident
Five year term, expiring November 23, 2026

#210809-8C3 MAYOR APPOINTMENT: Robert Bincsik
Water and Waste Advisory Commission, Delegate
Remainder of two year term, expiring November 28, 2022

#210809-8C4 MAYOR APPOINTMENT: Robert Bincsik
Street Administrator
Remainder of two year term, expiring November 28, 2022

Councilmember: _____

Voting For: _____
Voting Against: _____

Resolution No. 210809-8F

A RESOLUTION TO ESTABLISH THAT THE SAFE ROUTES TO SCHOOL PATH IS A PUBLIC NECESSITY AND THAT THE RELATED NEED TO ACQUIRE PROPERTY TO CONSTRUCT THE TRAIL TO APPLICABLE STANDARDS IS ALSO A PUBLIC NECESSITY

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek has formally planned for, acquired funds for, and intends to construct various sidewalk and path segments as part of a Safe Routes to School initiative, and

WHEREAS, the path is a high priority regional asset that functions as an integral part of a non-motorized transportation network, as well as a dedicated school access path for children, and

WHEREAS, the path will provide valuable public use for school kids, walkers, bikers, joggers, and other users by providing a direct, safety, health, and recreational benefit and by providing access to non-motorized travel between schools, neighborhoods, and other key destinations, and

WHEREAS, MDOT standards for construction require a substantial and ridged footprint to accommodate the 10 foot wide path and accompanying shoulders, and

WHEREAS, some sections of the path lack the proper right-of-way to accommodate the path, and

WHEREAS, some permanent easements may not be acquired through donation or good faith offers acquisition.

THEREFORE, BE IT RESOLVED that the City of Swartz Creek finds that the Safe Routes to School path is a public necessity and the permanent easements needed to construct and maintain the path are likewise a public necessity.

BE IT FURTHER RESOLVED that the Swartz Creek City Council authorizes the city attorney and staff to engage in condemnation proceedings for such easements as may be needed to complete the SRTS project, if any.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 210809-11A

ADJOURN

Motion by Councilmember: _____

I Move the Swartz Creek City Council adjourn the regular council meeting of August 9, 2021.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE REGULAR COUNCIL MEETING
DATE 7/26/2021**

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: Fountain, Florence, Gilbert, Hicks, Krueger, Pinkston, Henry.

Councilmembers Absent: None.

Staff Present: City Manager Adam Zettel, Clerk Connie Olger, Treasurer Deanna Korth.

Others Present: Lania Rocha, Steve Long, Erik Jamison, Metro PD Chief Bade.

APPROVAL OF MINUTES

Resolution No. 210726-01 (Carried)

Motion by Councilmember Florence
Second by Councilmember Gilbert

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday July 12, 2021 to be circulated and placed on file.

YES Florence, Gilbert, Hicks, Krueger, Pinkston, Henry, Fountain.
NO: None. Motion Declared Carried.

APPROVAL OF AGENDA

Resolution No. 210726-02 (Carried)

Motion by Councilmember Henry
Second by Councilmember G

I Move the Swartz Creek City Council approve the Agenda as, printed for the Regular Council Meeting of July 26, 2021, to be circulated and placed on file.

YES: Gilbert, Hicks, Krueger, Pinkston, Henry, Fountain, Florence.
NO: None. Motion Declared Carried.

CITY MANAGER'S REPORT

Resolution No. 210726-03

(Carried)

Motion by Councilmember Fountain
Second by Councilmember Gilbert

I Move the Swartz Creek City Council accept the City Manager's Report of July 26, 2021, including reports and communications to be circulated and placed on file.

Discussion Ensued.

YES: Hicks, Krueger, Pinkston, Henry, Fountain, Florence, Gilbert.
NO: None. Motion Declared Carried.

MEETING OPENED TO THE PUBLIC:

Steve Long 5356 Worchester Drive, inquired if the Ambulance provider will go to vote by the residents. City Manager Adam Zettel, responded that it will not go to ballot vote. The decision is made by 911 Consortium's general membership and the municipality. More news will be forthcoming.

COUNCIL BUSINESS:

RESOLUTION TO APPROVE BUDGET AMENDMENTS

Resolution No. 210726-04

(Carried)

Motion by Mayor Pro Tem Hicks
Second by Councilmember Fountain

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

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

WHEREAS, the City Council has reviewed the City's most recent MERS Actuarial Evaluation and Report, and finds that additional contributions from funds are needed to properly address the new findings; and

WHEREAS, the City Treasurer has recommended the following expense increases to account for additional payments in the MERS retirement plan:

General Fund Account 101-172.000-707.000	\$8,833.68
Major Street Fund Account 202-172.000-707.000	\$127.80

Local Street Fund Account 203-172.000-707.000	\$49.68
Garbage Fund Account 226-172.000-707.000	\$400.08
Water Fund Account 590-172.000-707.000	\$2,094.48
Sewer Fund Account 591-172.000-707.000	\$2,094.48
Motor Pool Account 661-172.000-707.000	\$127.80
 Total Increase	 \$13,728.00

; and

WHEREAS, new budget expenses necessitate adjustments to the original adopted budget.

THEREFORE BE IT RESOLVED, the Swartz Creek City Council hereby authorizes and directs the city treasurer to make all necessary budget adjustment amendments to all city funds in accordance with this resolution.

YES: Krueger, Pinkston, Henry, Fountain, Florence, Gilbert, Hicks.
 NO: None. Motion Declared Carried.

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

Resolution No. 210726-05 **(Carried)**

Motion by Councilmember Gilbert
 Second by Councilmember Fountain

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

**AGREEMENT FOR
 PROFESSIONAL ASSESSOR SERVICES**

This Agreement ("Agreement"), made and entered into this ___th day of July, 2021 by and between the **City of Swartz Creek**, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek Michigan 48473 ("City") and, **Legacy Assessing Services, Inc.**, 110 Mill St, P.O. Box 489, Fenton Michigan 48430 ("Legacy").

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

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

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

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

SECTION I: BASIC SERVICES OF LEGACY

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

1.1 General Duties:

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

1.2 Office Hours/Availability:

During the term hereof, Legacy Assessing Services, Inc. shall provide virtual and in-person services as follows:

A. Legacy Assessing Services, Inc. shall provide its own technology sufficient to provide virtual services by proxy, including the ability to access email, make/receive phone calls, and access the city's server/work desktop programs/databases via city supplied remote access. Legacy Assessing Services, Inc., shall devote at least one workday each week to the provision of city services via remote access or in-office appointments/efforts. The parties shall specifically agree upon a regular schedule for the maintenance of such virtual and in-person office hours. In the event Legacy Assessing Services, Inc. is unable to fulfill virtual office hours on the appointed days/times, it shall notify the City of the fact as soon as is reasonably practicable and an alternative schedule shall be substituted.

B. Legacy Assessing Services, Inc. shall provide in-person staff for all Board of Review events and related trainings/consultations, as required.

1.3 Public Relations/Customer Service:

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

timely manner, with every effort made to respond to same within 24 hours of receipt by Legacy Assessing Services, Inc..

1.4 New Construction/Loss Adjustment:

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

1.5 Economic Condition Factors (ECF):

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

1.6 "Proposal A" Requirements:

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

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

1.7 Assessment Roll Preparation and Records:

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

1.8 Reports:

The City may require Legacy Assessing Services, Inc. to prepare periodic reports and/or address the City Council regarding the overall activities, progress, problems and corrective measures regarding the various aspects of the duties of Legacy Assessing Services, Inc., under this Agreement. The City shall have the right at any time to require Legacy Assessing Services, Inc. to make available to the City, within 48 hours of notice being provided, all records and documents developed and maintained by Legacy Assessing

Services, Inc. under the terms of this Agreement for review and/or audit. All time spent in the preparation and presentation of such reports or in gathering and making information available to City by Legacy Assessing Services, Inc. shall be deemed a part of the services contracted under the terms and provisions of this Agreement.

1.9 Board of Review:

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

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

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

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

1.10 Sales and Appraisal Studies:

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

1.11 Forms:

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

1.12 Defense of Appeals:

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

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

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

In all other potential appeals to the Michigan Tax Tribunal or State Tax Commission, Legacy Assessing Services, Inc. shall provide as part of the services included under the terms and provisions of this Agreement, such time and effort as is necessary to properly provide to the City information, documents, analysis and advice as may be required in the determination of Legacy Assessing Services, Inc. or the City

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

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

1.13 Reappraisal Program:

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

1.14 Personal Property Statements, Canvas and Audits:

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

1.15 Equalization Increases:

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

1.16 Land Division Applications:

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

1.17 Assessor Certification:

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

1.18 Transportation and Equipment:

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

1.19 Indemnification/Employment:

The parties hereto acknowledge that all personnel that may or might be utilized by Legacy Assessing Services, Inc. in the performance of his/her duties hereunder shall, for all purposes, be considered employees of Legacy Assessing Services, Inc. and not employees of the City. Legacy Assessing Services, Inc. shall be responsible for Worker's Compensation, Unemployment Compensation, state and federal withholding and payment of personnel. Legacy Assessing Services, Inc. shall indemnify the City and hold the City harmless from any claim, cause of action or other liability that may or might arise by virtue of any claim of any employee of Legacy Assessing Services, Inc. relating to his/her employment by, or as Legacy Assessing Services, Inc..

1.20 Preparation of DDA and Reporting:

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

1.21 Assessor's Recommendations:

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

1.22 Security of Information:

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

1.23 Optional Services:

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

SECTION II: TERM OF AGREEMENT

2.1 Contract Period:

Legacy Assessing Services, Inc. shall commence performance of the services herein required on October 1, 2021. Unless sooner terminated, this Agreement shall, by its terms, expire September 30, 2022.

2.2 Mutual Right of Termination:

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

2.3 Termination for Cause or Breach:

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

2.4 Notice of Termination:

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

2.5 Amendment/Renegotiation:

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

If the Agreement is not reviewed or extended prior to its expiration date and the City desires to have Legacy Assessing Services, Inc. continue on a month-to-month basis, the fee will be that which existed for the final month of the original term, being September, 2022.

SECTION III: PAYMENT

3.1 Compensation for Basic Services:

During the term of this Agreement, the City agrees to pay to Legacy Assessing Services, Inc., for performance of the Basic Services set forth in Section I of this Agreement, an amount equal to \$30,440 yearly (thirty thousand, seven hundred and ninety-two dollars). Legacy Assessing Services, Inc. shall invoice the City an amount equal to \$2,536.74 on a monthly basis, net due 20 days.

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

In the event this Agreement is terminated pursuant to Paragraph 2.2, the City shall pay Legacy Assessing Services, Inc. to the date of termination on a prorated daily basis for any part of a month for which

services have been rendered by Legacy Assessing Services, Inc. and for which no compensation has been received.

SECTION IV: CITY RESPONSIBILITIES

4.1 Basic Data:

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

4.2 Office Equipment:

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

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

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

Legacy Assessing Services, Inc. agrees that it shall use its own equipment (telephone, personal computer, printers, copying machine, supplies, modem, fax machine, and office supplies, as noted above) in the execution of virtual and remote activities as outlined herein.

4.3 Computer:

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

4.4 Map Maintenance/Tax Roll Printing:

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

4.5 Office Supplies:

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

4.6 Existing ECF Areas:

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

4.7 Preparation of DDA and Reporting:

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

4.8 Legal Counsel:

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

SECTION V: RE-APPRAISAL, NON-BASIC SERVICES

5.1 Additional Services (Pricing/Reappraisal):

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

5.2 Implementation/Responsibility:

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

SECTION VI: MISCELLANEOUS PROVISIONS

6.1 Relationship Between City and Assessor:

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

6.2 Indemnification/Insurance:

Legacy Assessing Services, Inc. shall secure and maintain general liability and property damage, unemployment, errors and omissions, workers' disability compensation, automobile liability and any other insurance required by law for Legacy Assessing Services, Inc., or his/her employees, agents or officers as will protect him/her and the City from claims under the Worker's Compensation Acts and from claims for bodily injury, death or property damage that may arise from his/her negligence or that of his/her employees in the performance of services under this Agreement or failure to properly perform his/her duties as

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

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

6.3 Non-Assignability:

The parties to this Agreement acknowledge that, inasmuch as the Agreement is in the nature of a Personal Services Contract, and as the City's decision to contract with Legacy Assessing Services, Inc. is based in part on the perceived expertise and ability of Legacy Assessing Services, Inc., it is agreed that Legacy Assessing Services, Inc.'s duties and obligations hereunder may not be assigned, transferred nor conveyed without the advance written approval of the City. Nothing in this Agreement shall prevent Legacy Assessing Services, Inc. from employing such employees or agents, as Legacy Assessing Services, Inc. shall deem reasonably necessary to assist him/her in the performance of obligations under this Agreement. Also, in the event that vacation, illness, injury or incapacity in any form, whether elective or imposed, should cause Legacy Assessing Services, Inc. to be unable to personally fulfill the terms and obligations of this Agreement for a period exceeding three (3) calendar weeks (21 days), Legacy Assessing Services, Inc. shall provide the City, at Legacy Assessing Services, Inc.'s expense, a certified Level III Assessor to perform any and all such functions as required by this Agreement for the complete term of the absence or incapacity. The City reserves the right to approve or reject, without cause and at its sole discretion, any Assessor designee named to "fill-in" for Legacy Assessing Services, Inc. for a period exceeding two (2) calendar months (60 days), and to consider, as mutually agreed by the parties hereto, that a rejection of said Assessor designee shall constitute a material breach of the Agreement pursuant to the "material breach" provision of Section 2.3 herein.

6.4 Professional Standards:

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

6.5 Ownership of Documents:

All documents, data, drawings, specifications, photographs, property cards, summaries, accounts, reports, software applications and other information, products or materials produced or held by Legacy Assessing Services, Inc., of whatsoever nature or type, in connection with this Agreement shall be the sole property of the City with the City having sole and exclusive right, title and interest in any and all records, compilation, documents, papers, maps or manuscripts pertaining to or prepared pursuant to this Agreement. All of the foregoing shall be forwarded to the City at its request and may be used by the City as it sees fit. The City

agrees that if any of the foregoing, prepared by Legacy Assessing Services, Inc., are used for purposes other than those intended by this Agreement, the City does so at its sole risk and agrees to hold Assessor harmless for such use. All services performed under this Agreement shall be conducted solely for the benefit of the City and will not be used for any other purpose by Legacy Assessing Services, Inc. without written consent of the City. Any information relating to the services shall not be released without the written permission of the City. Legacy shall act and preserve the confidentiality of all City documents and data accessed for use in Legacy Assessing Services, Inc. work products to the extent allowed or required by law. Any requests for information under the Freedom of Information Act shall be immediately forwarded to the City Manager for a proper determination of the response to be provided.

6.6 Validity:

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

6.7 Survival:

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

6.8 Controlling Law/Venue:

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

6.9 Authorization:

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

(Signature Page Follows)

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

CITY OF SWARTZ CREEK, MICHIGAN:

LEGACY ASSESSING SERVICES, INC.

By: _____
David A. Krueger, Mayor

By: _____
Heather MacDermaid, Partner

By: _____
Connie Olger, City Clerk

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

CHAPTER 9. TAXATION*

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

Section 9.1. Power to tax--Tax limit.

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

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

Section 9.2. Subjects of taxation--Tax procedure.

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

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

Section 9.3. Exemptions.

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

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

Section 9.4. Tax day.

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

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

Section 9.5. Personal property--Jeopardy assessment.

Draft Minutes

If the Treasurer finds or reasonably believes that any person who is, or may be, liable for taxes upon personal property, the taxable situs of which was in the city on tax day, intends to depart or has departed from the city; or to remove or has removed therefrom personal property which is, or may be, liable for taxation; or to conceal or conceals himself or his property; or does any other act tending to prejudice, or to render wholly or partly ineffectual the proceedings to collect such tax, he shall proceed to collect the same as a jeopardy assessment in the manner provided by law.

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

Section 9.6. Preparation of the assessment roll.

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

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

Section 9.7. Board of Review.

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

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

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

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

Section 9.8. Duties and functions of Board of Review.

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

Section 9.9. Meetings of Board of Review.

(a) The Board of Review shall convene at 9:00 o'clock a.m. on the third Monday in March in each year at a place designated by the Council, or on such other date as may subsequently be required by law for the

meeting of boards of review in cities, and shall meet at the same time and continue in session from day to day for not less than three days for the purpose of considering the assessment roll of the city.

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

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

Section 9.10. Notice of meetings.

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

Section 9.11. Certification of roll.

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

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

Section 9.12. Validity of assessment roll.

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

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

Section 9.13. Clerk to certify levy.

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

Section 9.14. City tax roll.

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

Section 9.15. Taxes a debt and lien.

The taxes on real and personal property shall become a debt to the city from the owner or person otherwise to be assessed, on the tax day provided by law. The amounts assessed on any interest in real property shall become a lien upon such real property on the first day of July next subsequent to the tax day, and shall so remain, until paid. Said tax liens shall take precedence over all other claims, encumbrances, and

liens upon said personal property whatsoever, whether created by chattel mortgage, title retaining contract, execution, or upon any other final process of a court, attachment, replevin, judgment, or otherwise, and no transfer of personal property assessed for taxes shall operate to divest or destroy such lien, except where such property is actually sold in the regular course of retail trade.

Section 9.16. Tax roll certified for collection.

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

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

Section 9.17. Tax payment date.

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

Section 9.18. Taxes due--Notification thereof.

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

Section 9.19. Tax payment schedule.

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

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

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

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

Section 9.21. State, county and school taxes.

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

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

Section 9.22. Protection of city lien.

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

Section 9.23. Collection of delinquent taxes.

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

(1) The real property against which such taxes and charges are assessed shall be subject to disposition, sale, and redemption for the enforcement and collection of the tax lien against the same in the method and manner which may be provided by ordinance. The Council may provide by ordinance the procedure for the sale and redemption of real property for such unpaid taxes and charges, together with fees, penalties, and interest, by judicial sale on petition filed in behalf of the city. Such procedure shall correspond substantially to the procedure provided by law for the sale by the State of tax delinquent real property and redemption therefrom, except that the acts performed by state and county officers shall be performed by appropriate city officers and that city tax sales shall be held not less than thirty nor more than ninety days prior to the date of corresponding tax sales under the general law.

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

Section 9.24. Disposition of real property held by city.

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

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

Discussion Ensued.

YES: Pinkston, Henry, Fountain, Florence, Gilbert, Hicks, Krueger.

NO: None. Motion Declared Carried.

RESOLUTION TO APPROVE A FESTIVAL PERMIT FOR THE BACK TO THE BRICKS EVENT TO BE HELD ON AUGUST 10, 2021

Resolution No. 210726-06 **(Carried)**

Motion by Councilmember Pinkston
Second by Councilmember Fountain

WHEREAS, Back to the Bricks organization is a recognized charitable entity that operates in Genesee County; and

WHEREAS, the BttB is seeking permits and approvals to operate a car show on public streets and grounds within the city, including the parking of vehicles, potential live music, vendors, food service, and numerous other activities; and

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

WHEREAS, Section 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 210726-6C1 through 210726-6C2, allowing for the various permits related to the Back to the Bricks 2021 Swartz Creek Car Show, to be held on Tuesday, August 10, 2021, 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.



BACK TO THE BRICKS, CAR SHOW, GENERAL STREET CLOSURE PERMIT

Resolution No. 210726-06C1 **(Carried)**

I Move the City of Swartz Creek approve and authorize the Back to the Bricks' application for street closing and City property use permits on Tuesday, August 10, 2021 from 3:00 p.m. to 9:00 p.m. for the following locations (See map included in the July 26, 2021 city council packet):

- 1. Holland Drive

2. Miller Road (Morrish to 8067 Miller, less access to Farm Bureau & access from Fortino Drive to Luea across Miller)
3. Morrish Road (Miller to Ingalls)

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.

BACK TO THE BRICKS, CAR SHOW, MUNICIPAL PROPERTY RESERVATION

Resolution No. 210726-06C2

(Carried)

I Move the Swartz Creek City Council approve and authorize the Back to the Bricks' application for usage of Holland Square on Tuesday, August 10, 2021 from 8:00 a.m. until 9:00 p.m. for purposes of conducting a festival in downtown 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.

Discussion Ensued.

YES: Henry, Fountain, Florence, Gilbert, Hicks, Krueger, Pinkston.
 NO: None. Motion Declared Carried.

RESOLUTION TO APPROVE FISCAL YEAR 2021 BUDGET AMENDMENTS AND ADJUSTMENTS

Resolution No. 210726-07

(Carried)

Motion by Councilmember Florence
 Second by Councilmember Henry

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

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

WHEREAS, the City Council has reviewed the City's 2020 - 2021 Fiscal Year Budget and comparative year-to-date balance sheet of expenses and revenues, and finds that it is not in deficit; however, certain department activity line items may be in deficit.

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

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

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

THEREFORE BE IT RESOLVED, the Swartz Creek City Council hereby authorizes and directs the city manager or his designee to make all necessary end-year budget adjustment amendments to all city funds in accordance with the supplemental documentation (pages 107 to 123) attached.

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

YES: Fountain, Florence, Gilbert, Hicks, Krueger, Pinkston, Henry.

NO: None. Motion Declared Carried.

RESOLUTION TO APPROVE A PURCHASE AGREEMENT FOR THE SALE OF REAL PROPERTY OWNED BY THE CITY

Resolution No. 210726-08

(Carried)

Motion by Councilmember Henry

Second by Councilmember Fountain

WHEREAS, the city owns a single family home located at 8067 Miller Road, PID 58-02-529-021; and

WHEREAS, after acquiring an easement for public use from the site, the community has been engaged in finding a preferred option for the permanent use of this parcel; and

WHEREAS, the city's various boards and commissions have found that the rehabilitation of the home for use as a single family residence or live-work space is the preferred option; and

WHEREAS, the city has rehabilitated the home and listed it for sale; and

WHEREAS, a buyer has made an offer to purchase the home for the price of \$192,500, with a closing date of September 15, 2021.

NOW, THEREFORE, BE IT RESOLVED, the City of Swartz Creek City Council authorizes the City Manager, in consultation with the city attorney, to complete and execute the purchase agreement as included in the July 26, 2021 city council packet, including a provision for the requisite public inspection period contingency.

BE IT FURTHER RESOLVED, the sale instrument shall be made available to the general public, for a period of not less than 30 days, in accordance with the City's Land Sale Policy of April 28, 2014.

BE IT FURTHER RESOLVED, the purchase agreement shall be reviewed by the city council subsequent to the review period.

BE IT FURTHER RESOLVED, the City of Swartz Creek City Council designates, authorizes, and directs the Mayor to act as signatory and to execute any and all sale and transfer instruments required to transfer the property at closing.

Discussion Ensued.

YES: Florence, Gilbert, Hicks, Krueger, Pinkston, Henry, Fountain.
NO: None. Motion Declared Carried.

MEETING OPENED TO THE PUBLIC:

Metro Police Chief Matt Bade invited everyone to the Open House on August 3, 2021 6-8 p.m.

Erik Jamison invited everyone to Back to the Bricks August 10, 2021.

REMARKS BY COUNCILMEMBERS:

Councilmember Florence is happy everyone survived the storm.

Councilmember Fountain invited everyone to the Chamber meeting on July 27, 2021 @ noon at Jamison's.

Councilmember Hicks mentioned all the organizations Metro PD works with.

Councilmember Gilbert informed Mr. Zettel that Vortex, formally Garnos, was delivered a broken bin by GFL.

Councilmember Pinkston mentioned Dale Walch passed away.

Mayor Krueger hopes we have no more tornados in Swartz Creek.

ADJOURNMENT

Resolution No. 210726-09

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Henry

I Move the Swartz Creek City Council adjourn the regular meeting at 7:57 p.m.

Unanimous Voice Vote.

David A. Krueger, Mayor

Connie Olger, City Clerk

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF PLANNING COMMISSION MEETING
AUGUST 3, 2021**

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

Pledge of Allegiance.

ROLL CALL:

Commissioners present: Binder, Long, Keene, Grimes, Krueger, Henry, Wyatt

Commissioners absent: Campbell.

Staff present: Adam Zettel, City Manager.

Others present: Robert Plumb.

APPROVAL OF AGENDA:

Resolution No. 210803-01 **(Carried)**

Motion by Commissioner Krueger support by Commissioner Grimes, the Swartz Creek Planning Commission approves the agenda as amended for the August 3, 2021 Planning Commission meeting.

Unanimous Voice Vote
Motion Declared Carried

APPROVAL OF MINUTES:

Resolution No. 210803-02 **(Carried)**

Motion by Commissioner Henry support by Commissioner Binder the May 4, 2021 Planning Commission meeting.

Unanimous Voice Vote
Motion Declared Carried

MEETING OPENED TO THE PUBLIC:

None.

BUSINESS:

Selection of Vice Chair

Resolution No. 210803-03 **(Carried)**

Motion by Planning Commission Member Henry
Second by Planning Commission Member Binder

I Move, the Swartz Creek Planning Commission selects Commissioner Henry to serve as the Planning Commission Vice Chair for the remainder of term commencing immediately and ending at the next annual meeting or as stated in the bylaws.

YES: Keene, Grimes, Krueger, Henry, Wyatt, Binder, Long.
NO: Motion Declared Carried.

Master Plan Audit

Discussion

Mr. Zettel reviewed the Master Plan process and stated it is due for review. The State of Michigan Planning Enabling Act requires that we review/update our plan every five years. In the last five years the city has been certified a Redevelopment Readiness Community which has allowed us to get 50% funding for Master Plan Amendment Proposal.

Smith Group will be working with us through this process. They recommend forming a steering committee.

Mr. Zettel reviews items in the plan that are going to be changed/updated and documented requested changes from commissioners. He recommends the commissioners to email him with any additional changes or updates to the plan they find after today’s meeting.

Steering Committee

Resolution No. 210803-04

(Carried)

Motion by Planning Commission Member Grimes
Second by Planning Commission Member Krueger

I Move, the Swartz Creek Planning Commission appoints Commissioner Keene and Commissioner Henry to serve on the Steering Committee.

Unanimous Voice Vote
Motion Declared Carried

Zoning Ordinance Basement Requirements

Resolution No. 210803-05

(Carried)

Motion by Planning Commission Member Long
Second by Planning Commission Member Henry

I Move, the Swartz Creek Planning Commission proceeds to move forward with the Zoning amendment for basement requirements.

Unanimous Voice Vote
Motion Declared Carried

Meeting Open to Public:

None.

Remarks by Planning Commission:

Commissioner Krueger is looking forward to the updated master plan.
Commissioner Wyatt encourages members to seek training & there is a need for a new planning commission member. Mr. Zettel also encourages members to seek training.
Commissioner Henry wondered if there is an ordinance on trash can placement. Mr. Zettel responded we have none.
Commissioner Keene informative tonight and appreciates the warm welcoming.

Adjourn

Resolution No. 200803-06

(Carried)

Motion by Planning Commission Member Grimes
Second by Planning Commission Member Henry

I Move the Swartz Creek Planning Commission adjourns the August 3, 2021 Planning Commission meeting.

Unanimous Voice Vote
Motion Declared Carried

Meeting adjourned at 8:37 p.m.

Betty Binder, Secretary

CHECK REGISTER FOR CITY OF SWARTZ CREEK
CHECK DATE FROM 07/01/2021 - 07/31/2021

Highlighted amount is total for that vendor

Check Date	Check	Vendor Name	Description	Amount
Bank GEN CONSOLIDATED ACCOUNT				
07/12/2021	49480	AARON KOLB	ELMS PARK DEPOSIT REFUND 6/26/21 #3	100.00
07/12/2021	49481	ADS PLUS PRINTING LLC	SUMMER 2021 NEWSLETTER	1,279.26
07/12/2021	49482	APEX SOFTWARE	APEX SKETCHING SOFTWARE 8/1/21-8/1/22	235.00
07/12/2021	49483	BASIL AND CORALENE BLOSS	HEALTH REIMBURSEMENT JULY 2020-JUNE 2021	4,236.24
07/12/2021	49484	BETHANY OCKERMAN	ELMS PARK DEPOSIT REFUND 6/27/21 #3	100.00
07/12/2021	49485	BIO-SERV CORPORATION	PEST CONTROL - PUBLIC SAFETY BLDG	59.00
07/12/2021	49486	BIO-SERV CORPORATION	PEST CONTROL - CITY HALL/LIBRARY-SR CTR	114.00
07/12/2021	49487	CAMILLE KIRBY	ELMS PARK DEPOSIT REFUND 6/26/21 #1	100.00
07/12/2021	49488	CHARISSE WOODS-STAFFORD	ELMS PARK DEPOSIT REFUND 7/3/21 #1	100.00
07/12/2021	49489	CHASE CARD SERVICES	MONTHLY STATEMENT 5/22/21-6/21/21	997.10
07/12/2021	49490	CITY OF SWARTZ CREEK	8067 MILLER UB 3/21-6/20/21	110.80
			UB 8059 FORTINO 3/21-6/20/21	173.38
			UB 8083 CIVIC DR 3/21-6/20/21	427.14
			UB 5363 WINSHALL 3/21-6/20/21	301.72
			UB 8095 CIVIC DR 3/21-6/20/21	173.58
			UB 8100 CIVIC DR 3/21-6/30/21	954.29
			UB 4125 ELMS RD 3/21-6/20/21	325.53
			UB 5121 MORRISH 3/21-6/20/21	181.50
				2,647.94
07/12/2021	49491	CITY OF SWARTZ CREEK	RENTAL INSPECTION 8002 MILLER RD	75.00
07/12/2021	49492	CITY OF SWARTZ CREEK	SUMMER 2021 TAXES 8002 MILLER RD	2,643.73
07/12/2021	49493	CITY OF SWARTZ CREEK	SUMMER 2021 TAXES 8067 MILLER	4,380.60
07/12/2021	49494	CITY OF SWARTZ CREEK	SUMMER 2021 TAXES 4355 ELMS	306.75
07/12/2021	49495	CITY OF SWARTZ CREEK	REIMB PETTY CASH THRU 6/30/21	128.51
07/12/2021	49496	COMCAST BUSINESS	MONTHLY INVOICE 6/29-6/30/21	12.01
07/12/2021	49497	COMCAST BUSINESS	MONTHLY INVOICE 7/1-7/30/21	168.10
07/12/2021	49498	COMCAST BUSINESS	CITY HALL MONTHLY INVOICE 6/26-6/30/21	23.88
07/12/2021	49499	COMCAST BUSINESS	CITY HALL MONTHLY INVOICE 7/1-7/25/21	119.42
07/12/2021	49500	CONSUMERS ENERGY	5015 HOLLAND DR LOT LIGHTS 6/1-6/30/21	37.10
07/12/2021	49501	CONSUMERS ENERGY	4510 MORRISH RD 6/1-6/29/21	37.73
07/12/2021	49502	CONSUMERS ENERGY	8059 FORTINO DR 6/1-6/29/21	54.94
07/12/2021	49503	CONSUMERS ENERGY	8499 MILLER RD 6/1-6/29/21	31.65
07/12/2021	49504	CONSUMERS ENERGY	8083 CIVIC DR 6/1-6/29/21	553.66
07/12/2021	49505	CONSUMERS ENERGY	5257 WINSHALL DR 6/1-6/29/21	29.13
07/12/2021	49506	CONSUMERS ENERGY	5361 WINSHALL DR 8369 6/1-6/29/21	31.06
07/12/2021	49507	CONSUMERS ENERGY	9099 MILLER RD 6/1-6/29/21	33.73
07/12/2021	49508	CONSUMERS ENERGY	5361 WINSHALL DR #2 RESTRMS 9987 6/1-6/2	44.57
07/12/2021	49509	CONSUMERS ENERGY	8095 CIVIC DR 6/1-6/29/21	508.75
07/12/2021	49510	CONSUMERS ENERGY	5121 MORRISH RD 6/1-6/29/21	307.71
07/12/2021	49511	CONSUMERS ENERGY	8011 MILLER RD 6/1-6/29/21	29.28
07/12/2021	49512	CONSUMERS ENERGY	STREET LIGHTS 1294 6/1-6/30/21	7,008.55
07/12/2021	49513	CONSUMERS ENERGY	ELMS PARKING LOT AREA LIGHTS 2300 6/1-6/	1,299.92
07/12/2021	49514	CONSUMERS ENERGY	TRAFFIC LIGHTS 1781 6/1-6/30/21	475.90
07/12/2021	49515	CONSUMERS ENERGY	4524 MORRISH RD 6/1-6/30/21	64.34
07/12/2021	49516	CONSUMERS ENERGY	SIRENS TRAFFIC LIGHTS 1997 6/1-6/30/21	31.21
07/12/2021	49517	CONSUMERS ENERGY	8100 CIVIC DR 6/1-6/30/21	801.40
07/12/2021	49518	CONSUMERS ENERGY	ELMS PARKING LOT AREA LIGHTS 2300 6/1-6/	38.55
07/12/2021	49519	CONSUMERS ENERGY	8301 CAPPY LN 6/1-6/30/21	275.72
07/12/2021	49520	CONSUMERS ENERGY	4125 ELMS RD 4353 6/3-6/30/21	34.04
07/12/2021	49521	CONSUMERS ENERGY	4125 ELMS RD 4353 7/1/21	17.79
07/12/2021	49522	CONSUMERS ENERGY	4125 ELMS RD PAVILION 4437 6/3-6/30/21	36.99
07/12/2021	49523	CONSUMERS ENERGY	4125 ELMS RD PAVILION 4437 7/1/21	1.33
07/12/2021	49524	CONSUMERS ENERGY	6425 MILLER PARK & RIDE 6/3-6/30/21	105.35
07/12/2021	49525	CONSUMERS ENERGY	6425 MILLER PARK & RIDE 7/1/21	3.76
07/12/2021	49526	CONSUMERS ENERGY	8067 MILLER 5/21-6/21/21	51.07

07/12/2021	49527	DEANNA KORTH	BANK MILEAGE D KORTH JUNE 2021	17.47
07/12/2021	49528	DENNIS W CRAMER	ABRAMS PARK DEPOSIT REFUND 7/4/21 #1	100.00
07/12/2021	49529	DORNBOS SIGN & SAFETY INC	DECORATIVE CAP FOR EXT BLADE	45.00
07/12/2021	49530	DOVER & COMPANY	DOOR FOR PUBLIC SAFETY BLDG	2,940.00
07/12/2021	49531	ENERGY REDUCTION COALITION	EXCESS BENEFIT PAYMENT	1,126.55
07/12/2021	49532	FAMILY FARM AND HOME INC	JUNE 2021 INVOICES	139.90
07/12/2021	49533	FIDELITY SECURITY LIFE INSUR/EYEMED	RETIREE VISION JULY 2021 (5)	34.84
07/12/2021	49534	FLINT BATTERIES LLC	LAMP BOX/6V LEAD	32.18
07/12/2021	49535	FLINT WELDING SUPPLY	CYLINDER COMPRESSED OXYGEN	5.00
07/12/2021	49536	FRED PIRKER-FRUEHAUF	ELMS PARK DEPOSIT REFUND 6/26/21 #2	100.00
07/12/2021	49537	GFL ENVIRONMENTAL USA INC	YARD WASTE 5/27/21 6/10/21 6/24/21	4,170.15
07/12/2021	49538	GILL ROYS HARDWARE	JUNE 2021 INVOICES LESS DISCOUNT	125.77
07/12/2021	49539	GLAESER DAWES	ROAD CONSTRUCTION OAKVIEW/WINSTON/CHELMS USDA WATERMAIN PROJ OAKVIEW/MILLER/BRIST	1,723.63 405,324.49 407,048.12
07/12/2021	49540	HYE RIM SMITH	UB REFUND FOR 8132 INGALLS	142.19
07/12/2021	49541	INTEGRITY BUSINESS SOLUTIONS	TOILET TISSUE 1 CT TOILET TISSUE 2 CT 12 PK WRITE PADS/LEGAL PAPER PAD DZ	82.54 165.08 23.38 271.00
07/12/2021	49542	JAMS MEDIA LLC	ORDINANCE NO. 452 6/3/21	602.00
07/12/2021	49543	JODY KEY	BANK MILEAGE J KEY JUNE 2021	13.10
07/12/2021	49544	JOSE A MIRELES	MOW & TRIM CITY PROPERTIES MOW & TRIM CITY PROPERTIES THRU 6/30/21 MOW & TRIM CITY PROPERTIES 7/1-7/2/21	905.00 525.00 385.00 1,815.00
07/12/2021	49545	KCI	UB BILLS JULY 2021/POSTAGE BALANCE	374.69
07/12/2021	49546	KCI	SUMMER 2021 TAX BILLS/POSTAGE BALANCE	466.89
07/12/2021	49547	KORENE KELLY	SUPP INS REIMB MARCH-JUNE 2021	599.32
07/12/2021	49548	KORENE KELLY	JAN-FEB 2021 SUPP INS REIMB	299.66
07/12/2021	49549	KRYSTLE STEELE	ELMS PARK DEPOSIT REFUND 6/26/21 #4	100.00
07/12/2021	49550	LEGACY ASSESSING SERVICES INC	ASSESSING SERVICES JULY 2021	2,487.00
07/12/2021	49551	MARTHA LEMAN	UB REFUND FOR 3329 HERITAGE	113.65
07/12/2021	49552	METRO POLICE AUTH OF GENESEE COUNTY	ORDINANCE FEES APRIL 2021 ORDINANCE FEES MAY 2021	2,457.36 1,824.00 4,281.36
07/12/2021	49553	METRO POLICE AUTH OF GENESEE COUNTY	POLICE SERVICES JULY-SEPT. 2021	267,334.00
07/12/2021	49554	MICKIE WADE	ELMS PARK DEPOSIT REFUND 6/27/21 #2	100.00
07/12/2021	49555	NAKELIA RICE	ELMS PARK DEPOSIT REFUND 6/25/21 #2	100.00
07/12/2021	49556	OHM ADVISORS	USDA WATER MAIN IMPROVEMENT PROJECT	21,609.50
07/12/2021	49557	OLIVIA GIBBS	ELMS PARK DEPOSIT REFUND 7/3/21 #2	100.00
07/12/2021	49558	PARAGON LABORATORIES INC	WATER SAMPLES WO SWARTZ CREEK WATER SAMPLES WO SWARTZ CREEK	707.00 707.00 1,414.00
07/12/2021	49559	PAUL STREBY	ELMS PARK DEPOSIT REFUND 6/27/21 #4	100.00
07/12/2021	49560	SIGNS BY CRANNIE INC.	(4) DOUBLE FACE 48"X60"A FRAME SIGNS	3,360.50
07/12/2021	49561	SIMEN FIGURA & PARKER PLC	MONTHLY INVOICE JUNE 2021	6,565.98
07/12/2021	49562	STATE OF MICHIGAN-DEQ WTR	DRINKING WATER LAB TESTING	96.00
07/12/2021	49563	STEVEN SADLER	UB REFUND FOR 9265 CEDAR CREEK	187.56
07/12/2021	49564	SUBURBAN AUTO SUPPLY	OIL FILTER (2)/5W30 5 QT	28.97
07/12/2021	49565	SUPER FLITE OIL CO INC	FUEL - DPW JUNE 2021	971.34
07/12/2021	49566	SWANK MOTION PICTURE INC.	DVD ALLADIN 7/9/21	465.00

07/12/2021	49567	SWARTZ CREEK AREA FIRE DEPT.	FY22 FIRE BUDGET 7/1-12/31/21	58,332.38
07/12/2021	49568	TRAVIS PETTEY	UB REFUND FOR 5111 MCLAIN	52.16
07/12/2021	49569	TRISHA HENKE	ELMS PARK DEPOSIT REFUND 6/27/21 #1	100.00
07/12/2021	49570	VERIZON WIRELESS	MONTHLY INVOICE 6/2-6/30/21	471.33
			MONTHLY INVOICE 7/1/21	16.25
				487.58
07/22/2021	49571	AGAINST THE GRAIN HAIR LOUNGE	FACADE GRANT REIMBURSEMENT	9,587.47
07/22/2021	49572	ANGEL BROWN	ELMS PARK DEPOST REFUND 7/10/21 #1	100.00
07/22/2021	49573	BLUE CARE NETWORK-EAST MI	RETIREE HEALTH CLOLINGER AUGUST 2021	1,479.19
07/22/2021	49574	BS & A SOFTWARE	ONLINE PERMIT APPLICATION SUBMISSION 4/9	110.00
			ASSESSING ANNUAL SERV SUPP 8/1/21-8/1/22	1,263.00
				1,373.00
07/22/2021	49575	CARLSON, CARL H	BD Payment Refund	150.00
07/22/2021	49576	CARLSON, CARL H	BD Payment Refund	150.00
07/22/2021	49577	CHARTER TOWNSHIP OF MUNDY	JOINT INSP & PERMIT FEES MARCH 2021	6,084.13
07/22/2021	49578	CHERYL SHATHER	ELMS PARK DEPOSIT REFUND 7/11/21 #2	100.00
07/22/2021	49579	CHIANTE RICHMOND	ELMS PARK DEPOSIT REFUND 7/11/21 #4	100.00
07/22/2021	49580	CHRISTINE GURZICK	ELMS PARK DEPOSIT REFUND 7/11/21 #1	100.00
07/22/2021	49581	DEBORAH L HARRIS	ELMS PARK DEPOSIT REFUND 7/17/21 #1	100.00
07/22/2021	49582	DELTA DENTAL PLAN	RETIREE DENTAL AUGUST 2021 (5)	348.58
07/22/2021	49583	FLINT TOWNSHIP	SEWER TRANS MAINT CHARGE JAN-JUNE 2021	342.72
07/22/2021	49584	GEN CTY ROAD COMMISSION	S-MTCE & OPERATIONS JUNE 2021	144.55
			SIGNAL MILLER @ FAIRCHILD JUNE 2021	96.98
				241.53
07/22/2021	49585	GENESEE CTY DRAIN COMMISSIONER	WATER 5/26/21-6/30/21 2,426,387 CF	149,904.63
07/22/2021	49586	GENESEE CTY DRAIN COMMISSIONER	SEWER 4/1-6/30/21 5,380,474 CH	153,632.63
07/22/2021	49587	GLAESER DAWES	REPAIR WATER MAIN BREAK 5/21/21	6,124.00
07/22/2021	49588	GLAESER DAWES	REPAIR VALVE APPLE CREEK 5/27/21	1,177.00
07/22/2021	49589	HAZEL JOHNSON	ELMS PARK DEPOSIT REFUND 7/11/21 #3	100.00
07/22/2021	49590	INTEGRITY BUSINESS SOLUTIONS	KITCHEN ROLL TOWELS (2)	49.98
07/22/2021	49591	J W MORGAN CONSTRUCTION LLC	8067 MILLER FY21	26,797.34
			8067 MILLER FY22	13,398.66
				40,196.00
07/22/2021	49592	JAY'S SEPTIC TANK SERVICE	DAMAGED HANDICAP UNIT (2) 6/15/21	650.00
			PORT-A-JON RENTAL 7/5-8/1/21	220.00
				870.00
07/22/2021	49593	JAY'S SEPTIC TANK SERVICE	PORT-A-JON RENTAL 7/2-7/29/21	100.00
07/22/2021	49594	JESSICA WEATHERSBY	ELMS PARK DEPOSIT REFUND 7/18/21 #2	100.00
07/22/2021	49595	JOSE A MIRELES	MOW & TRIM CITY PROPERTIES	1,260.00
			MOW & TRIM CITY PROPERTIES	1,260.00
				2,520.00
07/22/2021	49596	KARI HAJDINO	SETTLEMENT AGREEMENT	4,750.00
07/22/2021	49597	KARL E PEPPER JR	STREETSCAPE BRICK & LIMESTONE REPAIR	650.00
07/22/2021	49598	LISA PURCHES	ELMS PARK DEPOSIT REFUND 7/17/21 #3	100.00
07/22/2021	49599	LISBETH GATICA	ELMS PARK DEPOSIT REFUND 7/17/21 #4	100.00
07/22/2021	49600	MAXINE POWELL	ELMS PARK DEPOSIT REFUND 7/17/21 #2	100.00
07/22/2021	49601	MELISSA SIMMONDS	ELMS PARK DEPOSIT REFUND 7/10/21 #3	100.00
07/22/2021	49602	MICHAEL THOMPSON	ELMS PARK DEPOSIT REFUND 7/18/21 #4	100.00
07/22/2021	49603	MICHIGAN PIPE AND VALVE	REPAIR CLAMP	208.36
07/22/2021	49604	NANCY GONZALEZ	ELMS PARK DEPOSIT REFUND 7/10/21 #4	100.00

07/22/2021	49605	PAULA SIMMONS	ELMS PARK DEPOSIT REFUND 7/10/21 #2	100.00
07/22/2021	49606	ROWE PROFESSIONAL SERVICES CO	SEWER DISTRICT 3	2,351.25
07/22/2021	49607	RWS OF MID MICHIGAN	FY21 GARBAGE/RECYCLING/YARD WASTE MAY 20	22,582.82
07/22/2021	49608	RWS OF MID MICHIGAN	FY21 GARBAGE/RECYCLING/YARD WASTE JUNE 2	18,900.17
07/22/2021	49609	SABRE EDMOND	ELMS PARK DEPOSIT REFUND 7/18/21 #3	100.00
07/22/2021	49610	SARA SAVAGE	ELMS PARK DEPOSIT REFUND 7/18/21 #1	100.00
07/22/2021	49611	STAPLES	TONER (3)	93.81
			DRUM, CHAIRMAT, PENS, BATTERIES, WIRELES	393.61
				<u>487.42</u>
07/22/2021	49612	STATE OF MICHIGAN-DEQ WTR	DRINKING WATER LAB TESTING 6/21/21	48.00
			DRINKING WATER LAB TESTING 7/7/21	48.00
				<u>96.00</u>
07/22/2021	49613	SUMMIT FIRE PROTECTION	ANNUAL FIRE EXT. INSPECTION/MAINTENANCE	576.00
07/22/2021	49614	SWANK MOTION PICTURE INC.	DVD A LEAGUE OF THEIR OWN 7/23/21	465.00
07/22/2021	49615	SWARTZ CREEK AREA FIRE DEPT.	FIRE SERVICE JUNE 2021	3,953.38
07/22/2021	49616	UNUM LIFE INSURANCE	RETIREE LIFE AUGUST 2021 (4)	44.25
07/22/2021	49617	VERMEER OF MICHIGAN	BLADE SHARPENING	82.94
07/22/2021	49618	VORTEX INC	REPAIR AIR CONDITIONER PUBLIC SAFETY BLD	1,320.00
07/22/2021	49619	UNUM LIFE INSURANCE	RETIREE LIFE JULY 2021 (4)	44.25
07/29/2021	49620	CITY OF SWARTZ CREEK	LAND COMBO 8100 CIVIC DR.	150.00
07/29/2021	49621	CITY OF SWARTZ CREEK	LAND DIVISION VACANT LOT	150.00
07/29/2021	49622	STATE OF MICHIGAN	STATE DIST. 5-50 LAND BANK PMT	479.70
				<u>1,251,849.98</u>
GEN TOTALS:				
Total of 143 Checks:				1,251,849.98
Less 0 Void Checks:				0.00
Total of 143 Disbursements:				<u>1,251,849.98</u>

Public Works
Monthly Work Orders

08/03/21

Work Order # Work Order Status	Location ID	Customer Name Service Address	Date Recd Date Comp	Type
FNRD21-1921 COMPLETED	CE10-009265-0000-08	SADLER, STEVEN 9265 CEDAR CREEK CT	07/01/21 07/01/21	FINAL READ
FNRD21-1922 COMPLETED	GR10-005382-0000-02	BUR, CHRISTINE 5382 GREENLEAF DR	07/07/21 07/07/21	FINAL READ
READ21-0876 COMPLETED	MI10-008138-0000-01	SHARP FUNERAL HOME 8138 MILLER RD	07/06/21 07/06/21	READ METER
MTRP21-0635 COMPLETED	WI10-005330-0000-02	LUCAS, JOHN J 5330 WINSHALL DR	07/20/21 07/20/21	METER REPAIR
MNT21-0363 COMPLETED	CI10-008095-0000-01	PERKINS LIBRARY 8095 CIVIC DR	07/07/21 07/08/21	BUILDING MAINTENANCE
FNRD21-1923 COMPLETED	MC10-005111-0000-06	PETTEY, TRAVIS 5111 MC LAIN ST	07/07/21 07/07/21	FINAL READ
FNRD21-1924 COMPLETED	MO10-005280-0000-03	ALEXANDER, JOHN 5280 MORRISH RD	07/07/21 07/07/21	FINAL READ
CKME21-0470 COMPLETED	MC10-005083-0000-02	BANDY, THOMAS 5083 MC LAIN ST	07/08/21 07/08/21	CHECK METER
GWO21-0605 COMPLETED	MI10-006192-0000-01	POLASEK, JAMES 6192 MILLER RD	07/12/21 07/12/21	GENERIC WORK ORDER
INSP21-000043 COMPLETED	MA20-008034-0000-01	SEVICK, MICHAEL 8034 MAPLE ST	07/12/21 07/22/21	TREE INSPECTION
FNRD21-1925 COMPLETED	NO10-009138-0000-06	ALLES, EMILY 9138 NORBURY DR	07/14/21 07/14/21	FINAL READ
WMBK21-0116 COMPLETED	CH10-009032-0000-01	DABBS, RANDY A 9032 CHELMSFORD DR	07/13/21 07/13/21	WATER MAIN BREAK
FNRD21-1926 COMPLETED	J110-009299-0000-01	KLIER, GORDON 9299 JILL MARIE LN	07/14/21 07/14/21	FINAL READ
WMBK21-0117 COMPLETED	MI10-005499-0000-01	MEADOWS, GENESEE VALLEY 5499 MILLER RD	07/15/21 07/15/21	WATER MAIN BREAK
FNRD21-1927 COMPLETED	DO10-005148-0000-01	DEFLORIO, LINDA 5148 DON SHENK DR	07/20/21 07/20/21	FINAL READ
HYDR21-0031 COMPLETED	GR10-005290-0000-04	ROSS, CHARLES 5290 GREENLEAF DR	07/19/21 07/19/21	HYDRANTS
CBRP21-0018 COMPLETED	WI10-005182-0000-01	WEBB, TIMOTHY 5182 WINSHALL DR	07/19/21 07/20/21	CATCH BASIN REPAIR
GWO21-0606 COMPLETED	YA10-007096-0000-01	VILLARREAL, ALBERT 7096 YARMY DR	07/20/21 07/20/21	CATCH BASIN REPAIR
LIMB21-0033 COMPLETED	MI10-008179-0000-04	SEBOK, LINDA 8179 MILLER RD	07/20/21 07/20/21	TREE LIMB DOWN
GWO21-0607 City Council Packet	EL10-004125-0000-01	ELMS PARK 4125 ELMS RD	07/20/21	GENERIC WORK ORDER August 9, 2021

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
LNDS21-0159 COMPLETED	OX10-005161-0000-01	VOAKES, KENNETH 5161 OXFORD CT	07/20/21 07/20/21	LANDSCAPING
TRDN21-0099 COMPLETED	EL10-004125-0000-01	ELMS PARK 4125 ELMS RD	07/20/21 07/21/21	TREE-TAKE DOWN
FNRD21-1928 COMPLETED	CE10-009265-0000-09	NIKHIL - DEVEN PROPERTIES LL 9265 CEDAR CREEK CT	07/20/21 07/21/21	FINAL READ
BXRP21-0189 COMPLETED	CC10-007369-0000-02	VAUGHAN, CHARLES 7369 CROSS CREEK DR	07/21/21 07/22/21	CURB BOX REPAIR
LNDS21-0160 COMPLETED	MI10-006103-0000-06	SNAPP, JAIME 6103 MILLER RD	07/21/21 07/21/21	LANDSCAPING
WTON21-1384 COMPLETED	YA10-007006-0000-03	BLUE OCEAN LLC 7006 YARMY DR	07/22/21 07/22/21	WATER TURN ON
FNRD21-1929 COMPLETED	CC10-007371-0000-01	FLEWELLING, JOSEPH 7371 CROSS CREEK DR	07/22/21 07/22/21	FINAL READ
FNRD21-1930 COMPLETED	TA10-006398-0000-01	STREETMAN, C L 6398 TALLMADGE CT	07/22/21 07/22/21	FINAL READ
DRAN21-0078 COMPLETED	BR20-006467-0000-02	WOLGAST, JENNIFER 6467 BRISTOL RD	07/26/21 07/28/21	STORM DRAINS
SWR21-0089 COMPLETED	YA10-007096-0000-01	VILLARREAL, ALBERT 7096 YARMY DR	07/26/21 07/26/21	SEWER DRAIN PROBL
FNRD21-1931	CH20-009048-0000-01	REDING, EDWARD 9048 CHESTERFIELD DR	07/26/21	FINAL READ
FNRD21-1932 COMPLETED	CR10-008101-0000-01	FASSETT, SUSAN M 8101 CRAPO ST	07/26/21 07/26/21	FINAL READ
WOFF21-2371 COMPLETED	OA10-005188-0000-01	HOWARD, DONALD 5188 OAKVIEW DR	07/26/21 07/26/21	WATER TURN OFF
FNRD21-1933	MC10-005130-0000-02	COLE, JENNIFER & SYLVESTER 5130 MC LAIN ST	07/30/21	FINAL READ
WTON21-1385 COMPLETED	OA10-005188-0000-01	HOWARD, DONALD 5188 OAKVIEW DR	07/26/21 07/26/21	WATER TURN ON
WOFF21-2372 COMPLETED	DO10-005304-0000-15	MC GILL, BRANDON 5304 DON SHENK DR	07/27/21 07/27/21	WATER TURN OFF
WOFF21-2373 COMPLETED	MC10-005073-0000-03	ZELINSKI, SUZANNE 5073 MC LAIN ST	07/27/21 07/27/21	WATER TURN OFF
MNT21-0365 COMPLETED	CI10-008095-0000-01	PERKINS LIBRARY 8095 CIVIC DR	07/27/21 07/27/21	BUILDING MAINTENAI
MNT21-0366	CI10-008095-000B-01	SENIOR CENTER 8095 CIVIC DR 000B	07/27/21	BUILDING MAINTENAI
MNT21-0367	CI10-008095-000B-01	SENIOR CENTER 8095 CIVIC DR 000B	07/27/21	BUILDING MAINTENAI
GWO21-0608	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	07/27/21	GENERIC WORK ORDEI
IRR11000014	HT10-003284-0000-01	JW MORGAN CONSTRUCTION	07/27/21	IRRIGATION METER

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
COMPLETED		3284 HERITAGE BLVD	08/03/21	
GWO21-0609	EL10-004125-0000-01	ELMS PARK	07/27/21	GENERIC WORK ORDER
COMPLETED		4125 ELMS RD	07/28/21	
FNRD21-1934	SP10-004451-0000-01	MILLER, SANDRA	07/30/21	FINAL READ
COMPLETED		4451 SPRINGBROOK DR	07/30/21	
HYDR21-0032	ST10-006245-0000-00	MOSHER, BRIAN	07/28/21	HYDRANTS
		6245 ST CHARLES PASS		
GWO21-0610	CA10-008336-0000-01	SWARTZ CREEK SCHOOLS- WAREHO	07/28/21	GENERIC WORK ORDER
COMPLETED		8336 CAPPY LN	07/28/21	
DRAN21-0079	OA10-005323-0000-01	ALLEN, LANA	07/28/21	STORM DRAINS
COMPLETED		5323 OAKVIEW DR	07/29/21	
FNRD21-1935	LI10-007177-0000-00	WOODSIDE BUILDERS	07/29/21	FINAL READ
COMPLETED		7177 LINDSEY DR	07/30/21	
GWO21-0611	DA10-005204-0000-01	CZERNIAK, EMILY	07/29/21	GENERIC WORK ORDER
		5204 DAVAL DR		
WTON21-1386	MC10-005073-0000-03	ZELINSKI, SUZANNE	07/30/21	WATER TURN ON
COMPLETED		5073 MC LAIN ST	07/30/21	

Total Records: 50

Report Generated: 8/3/2021 2:24 PM

Report Options: Scheduled From: 7/1/2021 To: 7/31/2021

From: 07/01/2021 To: 07/30/2021

Grouped By: Employee ID

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
Hours for Week Beginning: 06/27/2021						
07/01/2021	4100000001	Gardner, Rodney E	REG	401	4.00	0.00
07/01/2021	4100000001	Gardner, Rodney E	REG	401	2.00	0.00
07/01/2021	4100000001	Gardner, Rodney E	REG	401	2.00	0.00
07/02/2021	4100000001	Gardner, Rodney E	PERS	401	8.00	0.00
Total For Employee: 4100000001					16.00	0.00
07/01/2021	4100000004	Wright, David L	VAC	401	8.00	0.00
07/02/2021	4100000004	Wright, David L	REG	401	2.00	0.00
- dumped trash and vacumed city hall						
07/02/2021	4100000004	Wright, David L	REG	401	1.00	0.00
- dumped trash						
07/02/2021	4100000004	Wright, David L	REG	401	2.00	0.00
- broke pavement and filled with limestone on miller road						
07/02/2021	4100000004	Wright, David L	REG	401	2.00	0.00
- chipped brush						
07/02/2021	4100000004	Wright, David L	REG	401	1.00	0.00
- dumped trash and drained water from parking lot						
Total For Employee: 4100000004					16.00	0.00
Hours for Week Beginning: 07/04/2021						
07/05/2021	4100000001	Gardner, Rodney E	HOL	401	8.00	0.00
07/06/2021	4100000001	Gardner, Rodney E	REG	401	3.00	0.00
07/06/2021	4100000001	Gardner, Rodney E	REG	401	5.00	0.00
07/07/2021	4100000001	Gardner, Rodney E	REG	401	4.00	0.00
07/07/2021	4100000001	Gardner, Rodney E	REG	401	4.00	0.00
07/08/2021	4100000001	Gardner, Rodney E	REG	401	2.00	0.00
07/08/2021	4100000001	Gardner, Rodney E	REG	401	2.00	0.00
07/08/2021	4100000001	Gardner, Rodney E	PERS	401	2.00	0.00
07/08/2021	4100000001	Gardner, Rodney E	REG	401	2.00	0.00
07/09/2021	4100000001	Gardner, Rodney E	REG	401	2.00	0.00
07/09/2021	4100000001	Gardner, Rodney E	REG	401	2.00	0.00
07/09/2021	4100000001	Gardner, Rodney E	REG	401	4.00	0.00
Total For Employee: 4100000001					40.00	0.00
07/05/2021	4100000004	Wright, David L	HOL	401	8.00	0.00
07/06/2021	4100000004	Wright, David L	REG	401	3.00	0.00
- repaired tennis net and post at elms roadpark and graded roadway						
07/06/2021	4100000004	Wright, David L	REG	401	4.00	0.00
- water stakings						
07/06/2021	4100000004	Wright, David L	REG	401	1.00	0.00
- dumped trash and drove trails						
07/07/2021	4100000004	Wright, David L	REG	401	2.00	0.00
- dumped trash and put new vacume together						
07/07/2021	4100000004	Wright, David L	REG	401	2.00	0.00
- removed hour and day stickers from window at city hall and chipped brush						
07/07/2021	4100000004	Wright, David L	REG	401	4.00	0.00
- water stakings						
07/08/2021	4100000004	Wright, David L	REG	401	1.00	0.00
- repair gates on dog park and dump waste containers						
07/08/2021	4100000004	Wright, David L	REG	401	4.00	0.00
- cold patch local streets						
07/08/2021	4100000004	Wright, David L	REG	401	1.00	0.00
- water stakings						
07/08/2021	4100000004	Wright, David L	REG	401	2.00	0.00
- changed oil and filters in pickups						
07/09/2021	4100000004	Wright, David L	VAC	401	8.00	0.00
07/10/2021	4100000004	Wright, David L	15X	401	0.00	1.00
- City Council Packet and opened bathrooms						

From: 07/01/2021 To: 07/30/2021

Grouped By: Employee ID

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
07/10/2021	410000004	Wright, David L	15X	401	0.00	1.00
		- dumped trash and opened bathrooms				

Total For Employee: 410000004					40.00	2.00
Hours for Week Beginning: 07/11/2021						

07/12/2021	410000001	Gardner, Rodney E	REG	401	8.00	0.00
07/13/2021	410000001	Gardner, Rodney E	REG	401	8.00	0.00
07/14/2021	410000001	Gardner, Rodney E	REG	401	2.00	0.00
07/14/2021	410000001	Gardner, Rodney E	REG	401	6.00	0.00
07/15/2021	410000001	Gardner, Rodney E	REG	401	4.00	0.00
07/15/2021	410000001	Gardner, Rodney E	REG	401	4.00	0.00
07/16/2021	410000001	Gardner, Rodney E	REG	401	4.00	0.00
07/16/2021	410000001	Gardner, Rodney E	REG	401	4.00	0.00
07/17/2021	410000001	Gardner, Rodney E	15X	401	0.00	1.00
		- pickup				
07/17/2021	410000001	Gardner, Rodney E	15X	401	0.00	1.00
		- pickup				

Total For Employee: 410000001					40.00	2.00
07/11/2021	410000004	Wright, David L	2X	401	0.00	1.00
		- dumped trash amnd opened bathrooms				
07/11/2021	410000004	Wright, David L	2X	401	0.00	1.00
		- dumped trash and opened bathrooms				
07/12/2021	410000004	Wright, David L	VAC	401	8.00	0.00
07/13/2021	410000004	Wright, David L	VAC	401	8.00	0.00
07/14/2021	410000004	Wright, David L	VAC	401	8.00	0.00
07/15/2021	410000004	Wright, David L	VAC	401	8.00	0.00
07/16/2021	410000004	Wright, David L	VAC	401	8.00	0.00

Total For Employee: 410000004					40.00	2.00
Hours for Week Beginning: 07/18/2021						

07/18/2021	410000001	Gardner, Rodney E	2X	401	0.00	1.00
		- pickup				
07/18/2021	410000001	Gardner, Rodney E	2X	401	0.00	1.00
		- pickup				
07/19/2021	410000001	Gardner, Rodney E	REG	401	6.00	0.00
07/19/2021	410000001	Gardner, Rodney E	REG	401	2.00	0.00
07/20/2021	410000001	Gardner, Rodney E	REG	401	3.00	0.00
07/20/2021	410000001	Gardner, Rodney E	REG	401	5.00	0.00
07/21/2021	410000001	Gardner, Rodney E	REG	401	8.00	0.00
07/22/2021	410000001	Gardner, Rodney E	HOL	401	8.00	0.00
07/23/2021	410000001	Gardner, Rodney E	VAC	401	8.00	0.00

Total For Employee: 410000001					40.00	2.00
07/19/2021	410000004	Wright, David L	REG	401	1.00	0.00
		- dumped trash and cleaned bathrooms				
07/19/2021	410000004	Wright, David L	REG	401	4.00	0.00
		- watered all flowers and flower pots in the city				
07/19/2021	410000004	Wright, David L	REG	401	3.00	0.00
		- dug up and repaired curb box on augusta drive				
07/20/2021	410000004	Wright, David L	REG	401	0.50	0.00
		- dumped trash				
07/20/2021	410000004	Wright, David L	REG	401	0.50	0.00
		- dumped trash				
07/20/2021	410000004	Wright, David L	REG	401	3.00	0.00
		- repaired catch basin on yarmy drive and run a sewer tape on edge drain on winshall				
07/20/2021	410000004	Wright, David L	REG	401	1.00	0.00
		- dumped trash and opened bathrooms				
07/20/2021	410000004	Wright, David L	REG	401	1.00	0.00

From: 07/01/2021 To: 07/30/2021

Grouped By: Employee ID

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
		- dumped trash and opened bathrooms				
07/20/2021	4100000004	Wright, David L	REG	401	2.00	0.00
		- valving down broken water main at the high school				
07/21/2021	4100000004	Wright, David L	REG	401	2.00	0.00
		- cold patched local streets				
07/21/2021	4100000004	Wright, David L	REG	401	1.00	0.00
		- dumped trash				
07/21/2021	4100000004	Wright, David L	REG	401	1.00	0.00
		- turned water back on at the high school				
07/21/2021	4100000004	Wright, David L	REG	401	4.00	0.00
		- planted schrubs and roto tilled flower areas				
07/22/2021	4100000004	Wright, David L	REG	401	8.00	0.00
		- mowing and trimming major street shoulders				
07/23/2021	4100000004	Wright, David L	REG	401	6.00	0.00
		- checking valves and water stakeings				
07/23/2021	4100000004	Wright, David L	REG	401	2.00	0.00
		- checking sewer mains				
07/24/2021	4100000004	Wright, David L	15X	401	0.00	1.00
		- cleaning catch basins due to flooding rain				
07/24/2021	4100000004	Wright, David L	15X	401	0.00	1.00
		- high water alarm at cappy lane lift station reset pump alarms and untangled floats				

Total For Employee: 4100000004					40.00	2.00
Hours for Week Beginning: 07/25/2021						

07/26/2021	4100000001	Gardner, Rodney E	REG	401	2.00	0.00
07/26/2021	4100000001	Gardner, Rodney E	REG	401	6.00	0.00
07/27/2021	4100000001	Gardner, Rodney E	REG	401	1.00	0.00
07/27/2021	4100000001	Gardner, Rodney E	REG	401	7.00	0.00
07/28/2021	4100000001	Gardner, Rodney E	REG	401	8.00	0.00
07/29/2021	4100000001	Gardner, Rodney E	REG	401	6.00	0.00
07/29/2021	4100000001	Gardner, Rodney E	PERS	401	2.00	0.00
07/30/2021	4100000001	Gardner, Rodney E	REG	401	8.00	0.00

Total For Employee: 4100000001					40.00	0.00
07/26/2021	4100000004	Wright, David L	REG	401	1.00	0.00
		- cut up fallen tree limbs				
07/26/2021	4100000004	Wright, David L	REG	401	4.00	0.00
		- repairing road shoulder on bristol road				
07/26/2021	4100000004	Wright, David L	REG	401	1.00	0.00
		- replaced sign at chelmsford and seymour				
07/26/2021	4100000004	Wright, David L	REG	401	2.00	0.00
		- checking storm drain on wade street and calling in staking to miss dig and cheching catch basins in winche				
07/27/2021	4100000004	Wright, David L	REG	401	1.00	0.00
		- dumped trash and cleaned bathrooms				
07/27/2021	4100000004	Wright, David L	REG	401	4.00	0.00
		- watered flowers				
07/27/2021	4100000004	Wright, David L	REG	401	3.00	0.00
		- locating valve and hydrant for replacement at the high school and delivering				
07/28/2021	4100000004	Wright, David L	REG	401	2.00	0.00
		- digging on storm lineon wade streetand putting barricade on raubinger road				
07/28/2021	4100000004	Wright, David L	REG	401	1.00	0.00
		- dumped trash				
07/28/2021	4100000004	Wright, David L	REG	401	1.00	0.00
		- dumped trash				
07/28/2021	4100000004	Wright, David L	REG	401	3.00	0.00
		- valving off water at the high school				
07/28/2021	4100000004	Wright, David L	REG	401	1.00	0.00
		- dumped trash				
07/29/2021	4100000004	Wright, David L	REG	401	3.00	0.00
		- turning on water taking samples and picking up hydrant and valve				

From: 07/01/2021 To: 07/30/2021

Grouped By: Employee ID

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
07/29/2021	4100000004	Wright, David L	REG	401	3.00	0.00
		- repairing catch basins and digging to locate fibre on wade street				
07/29/2021	4100000004	Wright, David L	REG	401	1.00	0.00
		- dumped trash and stocked cabinet with paper products				
07/29/2021	4100000004	Wright, David L	REG	401	1.00	0.00
		- dumped trash and opened bathrooms				
07/30/2021	4100000004	Wright, David L	VAC	401	8.00	0.00
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Total For Employee: 4100000004					40.00	0.00
Grand Total:					352.00	10.00

July 2021	MILES DRIVEN		GALLONS GAS PURCHASED		GALLONS DIESEL PURCHASED
#6-16 2WD gas	409.0		43.8		
#1-20 4WD diesel	171.0		24.8		
#7-15 4WD gas	550.0		46.5		
#3-08 P/U 4WD gas	287.0		33.0		
#10-18 P/U diesel	283.0				27.4
#2-08 P/U 4WD gas	573.0		21.0		
#6-00 BACKHOE diesel					
#11 DUMP gas					
#12-02 DUMP diesel	18.0				
#12-04 DUMP diesel					
#12-99 GENERATOR gas					
#17 CASE BACKHOE diesel					15.2
#19 JD TRACTOR diesel					
#06-99 BUCKET TRUCK gas					
#21 WOOD CHIPPER diesel					29.0
#807 STREET SWEEPER diesel	22.7				18.0
#42 ASPHALT HEATER diesel					
#37 TRAIL ARROW					
#10-15 GEN gas					
#5-18 KUBOTA (Hours)	24.4		6.5		
gas can					
TOTAL	2313.7		175.6		89.6

Equipment ID	Description	GL Number	Activity Code	Date	Hours	Rate	Approx Cost
Employee ID	Name						
Pickup 4WD	1-20, 7-15,3-08, 2-08, 10-						
4100000001	Gardner, Rodney E	101-345.000-941.000		07/01/2021	4.00	12.44	49.76
4100000001	Gardner, Rodney E	590-540.000-941.000		07/06/2021	3.00	12.44	37.32
4100000001	Gardner, Rodney E	590-540.000-941.000		07/12/2021	8.00	12.44	99.52
4100000001	Gardner, Rodney E	590-540.000-941.000		07/13/2021	8.00	12.44	99.52
4100000001	Gardner, Rodney E	590-540.000-941.000		07/15/2021	4.00	12.44	49.76
4100000001	Gardner, Rodney E	101-780.500-941.000		07/16/2021	4.00	12.44	49.76
4100000001	Gardner, Rodney E	590-540.000-941.000		07/16/2021	4.00	12.44	49.76
4100000001	Gardner, Rodney E	101-780.500-941.000		07/19/2021	2.00	12.44	24.88
4100000001	Gardner, Rodney E	590-540.000-941.000		07/19/2021	6.00	12.44	74.64
4100000001	Gardner, Rodney E	590-540.000-941.000		07/26/2021	2.00	12.44	24.88
4100000001	Gardner, Rodney E	101-780.500-941.000		07/27/2021	7.00	12.44	87.08
4100000001	Gardner, Rodney E	226-530.000-941.000		07/28/2021	8.00	12.44	99.52
4100000004	Wright, David L	101-780.500-941.000		07/02/2021	1.00	12.44	12.44
4100000004	Wright, David L	101-790.000-941.000		07/02/2021	1.00	12.44	12.44
4100000004	Wright, David L	101-793.000-941.000		07/02/2021	2.00	12.44	24.88
4100000004	Wright, David L	101-780.500-941.000		07/06/2021	1.00	12.44	12.44
4100000004	Wright, David L	590-540.000-941.000		07/06/2021	4.00	12.44	49.76
4100000004	Wright, David L	101-790.000-941.000		07/07/2021	2.00	12.44	24.88
4100000004	Wright, David L	590-540.000-941.000		07/07/2021	4.00	12.44	49.76
4100000004	Wright, David L	101-783.000-941.000		07/08/2021	1.00	12.44	12.44
4100000004	Wright, David L	203-463.000-941.000		07/08/2021	4.00	12.44	49.76
4100000004	Wright, David L	590-540.000-941.000		07/08/2021	1.00	12.44	12.44
4100000004	Wright, David L	226-782.000-941.000		07/10/2021	1.00	12.44	12.44
4100000004	Wright, David L	226-783.000-941.000		07/10/2021	1.00	12.44	12.44
4100000004	Wright, David L	226-782.000-941.000		07/11/2021	1.00	12.44	12.44
4100000004	Wright, David L	226-783.000-941.000		07/11/2021	1.00	12.44	12.44
4100000004	Wright, David L	101-790.000-941.000		07/19/2021	1.00	12.44	12.44
4100000004	Wright, David L	590-540.000-941.000		07/19/2021	3.00	12.44	37.32
4100000004	Wright, David L	203-463.000-941.000		07/20/2021	3.00	12.44	37.32
4100000004	Wright, David L	226-782.000-941.000		07/20/2021	1.00	12.44	12.44
4100000004	Wright, David L	226-783.000-941.000		07/20/2021	1.00	12.44	12.44
4100000004	Wright, David L	590-540.000-941.000		07/20/2021	2.00	12.44	24.88
4100000004	Wright, David L	101-780.500-941.000		07/21/2021	4.00	12.44	49.76
4100000004	Wright, David L	203-463.000-941.000		07/21/2021	2.00	12.44	24.88
4100000004	Wright, David L	226-783.000-941.000		07/21/2021	1.00	12.44	12.44
4100000004	Wright, David L	590-540.000-941.000		07/21/2021	1.00	12.44	12.44
4100000004	Wright, David L	202-463.000-941.000		07/22/2021	8.00	12.44	99.52
4100000004	Wright, David L	590-540.000-941.000		07/23/2021	6.00	12.44	74.64
4100000004	Wright, David L	591-536.000-941.000		07/23/2021	2.00	12.44	24.88
4100000004	Wright, David L	202-463.000-941.000		07/24/2021	1.00	12.44	12.44
4100000004	Wright, David L	591-537.000-941.000		07/24/2021	1.00	12.44	12.44
4100000004	Wright, David L	101-784.000-941.000		07/26/2021	1.00	12.44	12.44
4100000004	Wright, David L	202-474.000-941.000		07/26/2021	1.00	12.44	12.44

Equipment Usage Detail Report
 From: 07/01/2021 To: 07/30/2021

Equipment ID	Description	GL Number	Activity Code	Date	Hours	Rate	Approx Cost
Employee ID	Name						
4100000004	Wright, David L	203-463.000-941.000		07/26/2021	2.00	12.44	24.88
4100000004	Wright, David L	101-790.000-941.000		07/27/2021	1.00	12.44	12.44
4100000004	Wright, David L	101-265.000-941.000		07/28/2021	1.00	12.44	12.44
4100000004	Wright, David L	203-463.000-941.000		07/28/2021	2.00	12.44	24.88
4100000004	Wright, David L	226-782.000-941.000		07/28/2021	1.00	12.44	12.44
4100000004	Wright, David L	226-783.000-941.000		07/28/2021	1.00	12.44	12.44
4100000004	Wright, David L	590-540.000-941.000		07/28/2021	3.00	12.44	37.32
4100000004	Wright, David L	101-265.000-941.000		07/29/2021	2.00	12.44	24.88
4100000004	Wright, David L	101-790.000-941.000		07/29/2021	1.00	12.44	12.44
4100000004	Wright, David L	203-463.000-941.000		07/29/2021	3.00	12.44	37.32
4100000004	Wright, David L	226-783.000-941.000		07/29/2021	1.00	12.44	12.44
4100000004	Wright, David L	590-540.000-941.000		07/29/2021	3.00	12.44	37.32
4100000005	Sandford, Jay E	202-463.000-941.000		07/02/2021	2.00	12.44	24.88
4100000005	Sandford, Jay E	591-536.000-941.000		07/02/2021	2.00	12.44	24.88
4100000005	Sandford, Jay E	202-463.000-941.000		07/06/2021	8.00	12.44	99.52
4100000005	Sandford, Jay E	101-783.000-941.000		07/08/2021	4.00	12.44	49.76
4100000005	Sandford, Jay E	226-783.000-941.000		07/09/2021	4.00	12.44	49.76
4100000005	Sandford, Jay E	590-540.000-941.000		07/14/2021	4.00	12.44	49.76
4100000005	Sandford, Jay E	101-793.000-941.000		07/16/2021	2.00	12.44	24.88
4100000005	Sandford, Jay E	591-536.000-941.000		07/16/2021	4.00	12.44	49.76
4100000005	Sandford, Jay E	202-463.000-941.000		07/26/2021	2.00	12.44	24.88
4100000005	Sandford, Jay E	590-540.000-941.000		07/26/2021	1.00	12.44	12.44
4100000005	Sandford, Jay E	591-537.000-941.000		07/26/2021	1.00	12.44	12.44
4100000005	Sandford, Jay E	226-782.000-941.000		07/27/2021	1.00	12.44	12.44
4100000005	Sandford, Jay E	226-783.000-941.000		07/27/2021	2.00	12.44	24.88
4100000005	Sandford, Jay E	590-540.000-941.000		07/27/2021	5.00	12.44	62.20
4100000005	Sandford, Jay E	590-540.000-941.000		07/29/2021	2.00	12.44	24.88
4100000005	Sandford, Jay E	203-474.000-941.000		07/30/2021	1.00	12.44	12.44
4100000005	Sandford, Jay E	591-536.000-941.000		07/30/2021	2.00	12.44	24.88
4400000009	Bosas, Rebecca M	226-530.000-941.000		07/01/2021	7.00	12.44	87.08
4400000009	Bosas, Rebecca M	590-540.000-941.000		07/01/2021	1.00	12.44	12.44
4400000009	Bosas, Rebecca M	226-530.000-941.000		07/02/2021	2.00	12.44	24.88
4400000009	Bosas, Rebecca M	590-540.000-941.000		07/02/2021	6.00	12.44	74.64
4400000009	Bosas, Rebecca M	226-782.000-941.000		07/03/2021	1.00	12.44	12.44
4400000009	Bosas, Rebecca M	226-783.000-941.000		07/03/2021	1.00	12.44	12.44
4400000009	Bosas, Rebecca M	226-782.000-941.000		07/04/2021	1.00	12.44	12.44
4400000009	Bosas, Rebecca M	226-783.000-941.000		07/04/2021	1.00	12.44	12.44
4400000009	Bosas, Rebecca M	226-782.000-941.000		07/05/2021	1.00	12.44	12.44
4400000009	Bosas, Rebecca M	226-783.000-941.000		07/05/2021	1.00	12.44	12.44
4400000009	Bosas, Rebecca M	590-540.000-941.000		07/06/2021	2.50	12.44	31.10
4400000009	Bosas, Rebecca M	202-463.000-941.000		07/07/2021	1.00	12.44	12.44
4400000009	Bosas, Rebecca M	590-542.000-941.000		07/07/2021	1.00	12.44	12.44
4400000009	Bosas, Rebecca M	101-780.500-941.000		07/12/2021	1.00	12.44	12.44
4400000009	Bosas, Rebecca M	101-790.000-941.000		07/12/2021	1.00	12.44	12.44

Equipment Usage Detail Report
 From: 07/01/2021 To: 07/30/2021

Equipment ID	Description	GL Number	Activity Code	Date	Hours	Rate	Approx Cost
Employee ID	Name						
4400000009	Bosas, Rebecca M	101-794.000-941.000		07/12/2021	1.00	12.44	12.44
4400000009	Bosas, Rebecca M	202-463.000-941.000		07/12/2021	1.00	12.44	12.44
4400000009	Bosas, Rebecca M	591-536.000-941.000		07/12/2021	1.00	12.44	12.44
4400000009	Bosas, Rebecca M	226-530.000-941.000		07/14/2021	8.00	12.44	99.52
4400000009	Bosas, Rebecca M	590-540.000-941.000		07/15/2021	7.50	12.44	93.30
4400000009	Bosas, Rebecca M	101-790.000-941.000		07/16/2021	4.00	12.44	49.76
4400000009	Bosas, Rebecca M	202-463.000-941.000		07/16/2021	1.00	12.44	12.44
4400000009	Bosas, Rebecca M	203-463.000-941.000		07/16/2021	1.00	12.44	12.44
4400000009	Bosas, Rebecca M	590-540.000-941.000		07/16/2021	1.00	12.44	12.44
4400000009	Bosas, Rebecca M	591-536.000-941.000		07/16/2021	1.00	12.44	12.44
4400000009	Bosas, Rebecca M	202-463.000-941.000		07/19/2021	2.00	12.44	24.88
4400000009	Bosas, Rebecca M	203-463.000-941.000		07/19/2021	2.00	12.44	24.88
4400000009	Bosas, Rebecca M	590-540.000-941.000		07/19/2021	4.00	12.44	49.76
4400000009	Bosas, Rebecca M	203-463.000-941.000		07/20/2021	1.00	12.44	12.44
4400000009	Bosas, Rebecca M	590-540.000-941.000		07/20/2021	3.00	12.44	37.32
4400000009	Bosas, Rebecca M	590-542.000-941.000		07/20/2021	1.00	12.44	12.44
4400000009	Bosas, Rebecca M	591-536.000-941.000		07/20/2021	3.00	12.44	37.32
4400000009	Bosas, Rebecca M	203-463.000-941.000		07/21/2021	2.00	12.44	24.88
4400000009	Bosas, Rebecca M	226-528.000-941.000		07/21/2021	3.00	12.44	37.32
4400000009	Bosas, Rebecca M	590-540.000-941.000		07/21/2021	2.00	12.44	24.88
4400000009	Bosas, Rebecca M	590-542.000-941.000		07/21/2021	1.00	12.44	12.44
4400000009	Bosas, Rebecca M	202-463.000-941.000		07/22/2021	1.00	12.44	12.44
4400000009	Bosas, Rebecca M	203-463.000-941.000		07/22/2021	1.00	12.44	12.44
4400000009	Bosas, Rebecca M	590-540.000-941.000		07/22/2021	1.00	12.44	12.44
4400000009	Bosas, Rebecca M	590-542.000-941.000		07/22/2021	2.00	12.44	24.88
4400000009	Bosas, Rebecca M	591-536.000-941.000		07/22/2021	2.00	12.44	24.88
4400000009	Bosas, Rebecca M	101-790.000-941.000		07/23/2021	0.50	12.44	6.22
4400000009	Bosas, Rebecca M	202-441.000-941.000-441.000		07/23/2021	0.50	12.44	6.22
4400000009	Bosas, Rebecca M	590-540.000-941.000		07/23/2021	5.00	12.44	62.20
4400000009	Bosas, Rebecca M	590-542.000-941.000		07/23/2021	2.00	12.44	24.88
4400000009	Bosas, Rebecca M	226-782.000-941.000		07/24/2021	1.00	12.44	12.44
4400000009	Bosas, Rebecca M	226-783.000-941.000		07/24/2021	1.00	12.44	12.44
4400000009	Bosas, Rebecca M	226-782.000-941.000		07/25/2021	1.00	12.44	12.44
4400000009	Bosas, Rebecca M	226-783.000-941.000		07/25/2021	1.00	12.44	12.44
4400000009	Bosas, Rebecca M	591-537.000-941.000		07/25/2021	3.00	12.44	37.32
4400000009	Bosas, Rebecca M	101-783.000-941.000		07/26/2021	1.00	12.44	12.44
4400000009	Bosas, Rebecca M	101-794.000-941.000		07/26/2021	0.50	12.44	6.22
4400000009	Bosas, Rebecca M	202-463.000-941.000		07/26/2021	1.00	12.44	12.44
4400000009	Bosas, Rebecca M	590-540.000-941.000		07/26/2021	2.00	12.44	24.88
4400000009	Bosas, Rebecca M	590-542.000-941.000		07/26/2021	1.00	12.44	12.44
4400000009	Bosas, Rebecca M	591-536.000-941.000		07/26/2021	1.50	12.44	18.66
4400000009	Bosas, Rebecca M	591-537.000-941.000		07/26/2021	1.00	12.44	12.44
4400000009	Bosas, Rebecca M	101-783.000-941.000		07/27/2021	1.00	12.44	12.44
4400000009	Bosas, Rebecca M	101-790.000-941.000		07/27/2021	1.00	12.44	12.44

Equipment ID	Description	GL Number	Activity Code	Date	Hours	Rate	Approx Cost
Employee ID	Name						
4400000009	Bosas, Rebecca M	202-463.000-941.000		07/27/2021	1.00	12.44	12.44
4400000009	Bosas, Rebecca M	590-542.000-941.000		07/27/2021	4.00	12.44	49.76
4400000009	Bosas, Rebecca M	226-783.000-941.000		07/28/2021	1.00	12.44	12.44
4400000009	Bosas, Rebecca M	101-782.000-941.000		07/29/2021	1.00	12.44	12.44
4400000009	Bosas, Rebecca M	590-540.000-941.000		07/29/2021	1.00	12.44	12.44
4400000009	Bosas, Rebecca M	591-536.000-941.000		07/29/2021	3.00	12.44	37.32
4400000009	Bosas, Rebecca M	101-780.500-941.000		07/30/2021	1.00	12.44	12.44
4400000009	Bosas, Rebecca M	202-463.000-941.000		07/30/2021	2.50	12.44	31.10
4400000009	Bosas, Rebecca M	203-463.000-941.000		07/30/2021	1.00	12.44	12.44
4400000009	Bosas, Rebecca M	590-542.000-941.000		07/30/2021	1.00	12.44	12.44
Equipment Totals					319.50		3,974.58
Front Blade	Front Blade/Plow - used on						
Pickup 2WD	6-16 2WD						
4400000015	Melen, Ryan G	226-530.000-941.000		07/01/2021	4.00	11.21	44.84
4400000015	Melen, Ryan G	101-794.000-941.000		07/02/2021	2.00	11.21	22.42
4400000015	Melen, Ryan G	226-528.000-941.000		07/02/2021	3.00	11.21	33.63
4400000015	Melen, Ryan G	101-794.000-941.000		07/06/2021	5.00	11.21	56.05
4400000015	Melen, Ryan G	226-528.000-941.000		07/06/2021	3.00	11.21	33.63
4400000015	Melen, Ryan G	101-794.000-941.000		07/07/2021	5.00	11.21	56.05
4400000015	Melen, Ryan G	226-528.000-941.000		07/07/2021	3.00	11.21	33.63
4400000015	Melen, Ryan G	226-528.000-941.000		07/08/2021	4.00	11.21	44.84
4400000015	Melen, Ryan G	101-790.000-941.000		07/09/2021	1.00	11.21	11.21
4400000015	Melen, Ryan G	101-793.000-941.000		07/09/2021	2.00	11.21	22.42
4400000015	Melen, Ryan G	101-794.000-941.000		07/09/2021	1.00	11.21	11.21
4400000015	Melen, Ryan G	226-528.000-941.000		07/09/2021	3.00	11.21	33.63
4400000015	Melen, Ryan G	101-794.000-941.000		07/12/2021	3.00	11.21	33.63
4400000015	Melen, Ryan G	226-528.000-941.000		07/12/2021	5.00	11.21	56.05
4400000015	Melen, Ryan G	226-528.000-941.000		07/13/2021	4.00	11.21	44.84
4400000015	Melen, Ryan G	101-794.000-941.000		07/16/2021	1.50	11.21	16.82
4400000015	Melen, Ryan G	226-528.000-941.000		07/16/2021	4.00	11.21	44.84
4400000015	Melen, Ryan G	226-528.000-941.000		07/19/2021	5.00	11.21	56.05
4400000015	Melen, Ryan G	101-783.000-941.000		07/20/2021	5.00	11.21	56.05
4400000015	Melen, Ryan G	101-783.000-941.000		07/21/2021	4.00	11.21	44.84
4400000015	Melen, Ryan G	226-528.000-941.000		07/22/2021	2.00	11.21	22.42
4400000015	Melen, Ryan G	101-265.000-941.000		07/23/2021	2.00	11.21	22.42
4400000015	Melen, Ryan G	101-783.000-941.000		07/23/2021	1.00	11.21	11.21
4400000015	Melen, Ryan G	101-790.000-941.000		07/23/2021	1.00	11.21	11.21
4400000015	Melen, Ryan G	226-528.000-941.000		07/23/2021	4.00	11.21	44.84
4400000015	Melen, Ryan G	226-528.000-941.000		07/26/2021	6.00	11.21	67.26
4400000015	Melen, Ryan G	101-780.500-941.000		07/27/2021	4.00	11.21	44.84
4400000015	Melen, Ryan G	101-265.000-941.000		07/30/2021	2.00	11.21	22.42
4400000015	Melen, Ryan G	101-790.000-941.000		07/30/2021	1.00	11.21	11.21

Equipment ID Employee ID	Description Name	GL Number	Activity Code	Date	Hours	Rate	Approx Cost
Equipment Totals					90.50		1,014.51
Backhoe	Backhoe						
4100000004	Wright, David L	202-463.000-941.000		07/02/2021	2.00	60.96	121.92
4100000004	Wright, David L	202-463.000-941.000		07/26/2021	4.00	60.96	243.84
4100000004	Wright, David L	590-540.000-941.000		07/27/2021	1.00	60.96	60.96
4400000009	Bosas, Rebecca M	591-536.000-941.000		07/30/2021	0.50	60.96	30.48
Equipment Totals					7.50		457.20
Breaker	Breaker - used on backhoe						
Bucket Truck	No. 06-99						
Bucket	Bucket - used with Bucket						
Brush Hog	NO. 9-02						
Dump	Dump Truck No. 11, 12-02,						
4100000001	Gardner, Rodney E	203-463.000-941.000		07/07/2021	4.00	53.63	214.52
4100000004	Wright, David L	226-530.000-941.000		07/02/2021	2.00	53.63	107.26
4100000004	Wright, David L	101-783.000-941.000		07/06/2021	2.00	53.63	107.26
4100000004	Wright, David L	101-793.000-941.000		07/07/2021	1.00	53.63	53.63
4100000005	Sandford, Jay E	226-530.000-941.000		07/01/2021	8.00	53.63	429.04
4100000005	Sandford, Jay E	226-783.000-941.000		07/15/2021	6.00	53.63	321.78
4100000005	Sandford, Jay E	101-780.500-941.000		07/26/2021	1.00	53.63	53.63
4100000005	Sandford, Jay E	226-530.000-941.000		07/28/2021	8.00	53.63	429.04
4100000005	Sandford, Jay E	226-530.000-941.000		07/29/2021	4.00	53.63	214.52
4400000009	Bosas, Rebecca M	101-780.500-941.000		07/27/2021	1.00	53.63	53.63
Equipment Totals					37.00		1,984.31
UnderbodyScrapr	Underbody Scraper used w/						
Hopper/Salt Box	Hopper/Salt Box use w/ dump						
Sweeper	Sweeper						
4100000001	Gardner, Rodney E	202-463.000-941.000		07/30/2021	8.00	101.43	811.44
4400000009	Bosas, Rebecca M	202-463.000-941.000		07/28/2021	2.00	101.43	202.86
4400000009	Bosas, Rebecca M	203-463.000-941.000		07/28/2021	2.00	101.43	202.86
Equipment Totals					12.00		1,217.16
Vacuum Cleaner	Sweeper - used with Street						
Tractor	Tractor						
4100000001	Gardner, Rodney E	202-463.000-941.000		07/09/2021	4.00	48.29	193.16
Equipment Totals					4.00		193.16

Equipment ID Employee ID	Description Name	GL Number	Activity Code	Date	Hours	Rate	Approx Cost
Woodchipper							
4100000004	Wright, David L	226-530.000-941.000		07/02/2021	2.00	30.64	61.28
4100000005	Sandford, Jay E	226-530.000-941.000		07/01/2021	8.00	30.64	245.12
4100000005	Sandford, Jay E	226-530.000-941.000		07/28/2021	8.00	30.64	245.12
4100000005	Sandford, Jay E	226-530.000-941.000		07/29/2021	4.00	30.64	122.56
4400000009	Bosas, Rebecca M	226-530.000-941.000		07/14/2021	8.00	30.64	245.12
Equipment Totals					30.00		919.20
Material Heater							
4100000004	Wright, David L	203-463.000-941.000		07/08/2021	4.00	13.16	52.64
4400000009	Bosas, Rebecca M	203-463.000-941.000		07/21/2021	1.00	13.16	13.16
4400000009	Bosas, Rebecca M	202-463.000-941.000		07/30/2021	2.00	13.16	26.32
4400000009	Bosas, Rebecca M	203-463.000-941.000		07/30/2021	1.00	13.16	13.16
Equipment Totals					8.00		105.28
Kubota							
Kubota #5-18							
4100000004	Wright, David L	101-794.000-941.000		07/19/2021	4.00	13.48	53.92
4100000004	Wright, David L	101-794.000-941.000		07/27/2021	4.00	13.48	53.92
4100000005	Sandford, Jay E	101-794.000-941.000		07/26/2021	3.00	13.48	40.44
4400000009	Bosas, Rebecca M	101-794.000-941.000		07/28/2021	2.00	13.48	26.96
4400000009	Bosas, Rebecca M	101-794.000-941.000		07/29/2021	2.00	13.48	26.96
4400000015	Melen, Ryan G	101-794.000-941.000		07/15/2021	1.00	13.48	13.48
4400000015	Melen, Ryan G	101-794.000-941.000		07/16/2021	2.50	13.48	33.70
4400000015	Melen, Ryan G	101-794.000-941.000		07/20/2021	3.00	13.48	40.44
4400000015	Melen, Ryan G	101-794.000-941.000		07/21/2021	3.00	13.48	40.44
4400000015	Melen, Ryan G	101-794.000-941.000		07/22/2021	2.00	13.48	26.96
Equipment Totals					26.50		357.22
Arrow							
Trailer							

Grand Totals							
Equipment:				19	535.00		10,222.62
Materials:				0	0.00		0.00
Totals:				19			10,222.62

City of Swartz Creek

Building Permit List

2021

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee		Location	Type of Construction
Building								
PB2000029	07/06/21	MARTIN, ROBERT C		58-02-501-010	\$0	\$176.00	5165 DAVAL DR	48473-Demolish Structure
PB2100044	07/06/21	WOLGAST CORP	(989) 790 9120	58-02-100-006	\$3,623,717	\$12,931.00	1 DRAGON DRIVE	48473 School Project
PB2100048	07/08/21	E&L Construction Group, Inc.	(810) 744 4300	58-03-200-006	\$12,870	\$299.00	5300 OAKVIEW DR	48473 School Project
PB2100050	07/12/21	C & L Ward Bros Co	(810) 652 6622	58-03-533-121	\$7,725	\$145.00	5338 DURWOOD DR	48473-Res Add/Alter/Repair
PB2100051	07/01/21	C & L Ward Bros Co	(810) 652 6622	58-03-533-137	\$4,792	\$115.00	5224 DURWOOD DR	48473-Res Add/Alter/Repair
PB2100053	07/14/21	American Tower Corporation	(972) 999 8900	58-31-300-003	\$15,000	\$255.00	4355 ELMS RD	48473 Com Add/Alter/Repair
PB2100054	07/14/21	Ashbrook Construction	(810) 640 6537	58-02-530-045	\$2,100	\$145.00	8012 MAPLE ST	48473-Res Deck
PB2100055	07/19/21	PELKY, GARY	(810) 730 0485	58-36-577-022	\$800	\$75.00	7179 MILLER RD	48473-Siding
PB2100056	07/16/21	WOODSIDE BUILDERS, INC	(810) 635 2227	58-36-676-086	\$224,605	\$1,153.00	7197 RUSSELL DR	48473 Res Single Family
PB2100057	07/22/21	WOODSIDE BUILDERS, INC	(810) 635 2227	58-36-676-074	\$144,405	\$977.00	4248 LINDSEY DR	48473 Res Single Family
PB2100058	07/29/21	Burnash Wrecking	(810) 742 9500	58-36-577-008	\$0	\$235.00	7029 MILLER RD	48473-Demolish Structure
PB2100059	07/29/21	Burnash Wrecking	(810) 742 9500	58-36-577-010	\$0	\$238.00	7041 MILLER RD	48473-Demolish Structure
Total:		12 Permits		Value: \$4,036,014	Fee Total: \$16,744.00		Total Number of Dwelling Units 2	
Electrical								
PE2100027	07/01/21	Clements Electric, Inc.	(989) 892 4780	58-02-100-006	\$0	\$2,650.00	1 DRAGON DRIVE	48473 Electrical
PE2100028	07/13/21	Beyerlein Electric Inc	(989) 737 6931	58-02-200-036	\$0	\$200.00	8230 CRAPO ST	48473 Electrical
PE2100029	07/21/21	Thomas Albright & Assoc Inc	(810) 659 7884	58-36-676-004	\$0	\$144.00	4370 MAYA LN	48473-Electrical
PE2100030	07/22/21	Eric T Roberts	(866) 633 8553	58-02-551-012	\$0	\$140.00	5277 WORCHESTER DR	48473-Electrical
PE2100031	07/26/21	Orsburn Electric LLC	(810) 656 0102	58-03-533-114	\$0	\$140.00	5388 DURWOOD DR	48473-Electrical
PE2100032	07/27/21	KB Electric	(810) 691 0595	58-36-676-087	\$0	\$390.00	4278 ALEX MARIN DR	48473 Electrical
Total:		6 Permits		Value: \$0	Fee Total: \$3,664.00		Total Number of Dwelling Units 0	

City of Swartz Creek

Building Permit List

2021

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
Mechanical							
PM210040	07/13/21	Goyette Mechanical	(810) 742 8530	58-03-533-054	\$0	\$160.00 5304 GREENLEAF DR	48473-Mechanical
PM210041	07/13/21	Adkisson & Sons Htg & Clg Inc	(810) 695 9300	58-02-501-032	\$0	\$160.00 5162 OXFORD CT	48473-Mechanical
PM210042	07/14/21	B B Service Technician	(810) 348 7255	58-36-676-087	\$0	\$325.00 4278 ALEX MARIN DR	48473 Mechanical
PM210043	07/19/21	Ecker Mechanical Cont Inc	(810) 742 8652	58-02-200-036	\$0	\$795.00 8230 CRAPO ST	48473 Mechanical
PM210044	07/21/21	Thomas Albright & Assoc Inc	(810) 659 7884	58-36-676-004	\$0	\$135.00 4370 MAYA LN	48473-Mechanical
Total:		5 Permits	Value: \$0		Fee Total:	\$1,575.00	Total Number of Dwelling Units 0
Plumbing							
PP210020	07/07/21	Dan Martin Plumbing	(989) 723 3684	58-03-533-072	\$0	\$220.00 5172 GREENLEAF DR	48473-Plumbing
PP210023	07/19/21	Ecker Mechanical Cont Inc	(810) 742 8652	58-02-200-036	\$0	\$465.00 8230 CRAPO ST	48473 Plumbing
Total:		2 Permits	Value: \$0		Fee Total:	\$685.00	Total Number of Dwelling Units 0
Right of Way							
PROW-0207	07/29/21	Burnash Wrecking	(810) 742 9500	58-36-577-008	\$0	\$100.00 7029 MILLER RD	48473-Right of way
PROW-0208	07/29/21	Burnash Wrecking	(810) 742 9500	58-36-577-010	\$0	\$100.00 7041 MILLER RD	48473-Right of way
Total:		2 Permits	Value: \$0		Fee Total:	\$200.00	Total Number of Dwelling Units 0
Zoning							
PZ21-0028	07/08/21	ANTHONY, JASEN & LORI		58-03-400-009	\$0	\$25.00 5438 SEYMOUR RD	48473-Miscellaneous

City of Swartz Creek Building Permit List 2021

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
PZ21-0030	07/19/21	TAYLOR, JEFFREY		58-02-501-058	\$8,000	\$25.00 8512 CHESTERFIELD DR	48473-Shed
PZ21-0031	07/14/21	LEAVITT, MIKEL		58-36-200-009	\$6,300	\$25.00 4138 ELMS RD	48473-Fence
PZ21-0033	07/26/21	SAIN, VALERIE		58-03-531-080	\$1,200	\$25.00 9189 YOUNG DR	48473-Fence
PZ21-0034	07/28/21	TWA Construction	(989) 288 0821	58-03-531-014	\$1,056	\$25.00 9278 CHESTERFIELD DR	48473-Fence
Total:		5 Permits		Value: \$16,556		Fee Total: \$125.00	Total Number of Dwelling Units 0

Permit Total: 32 **Value: \$4,052,570** **Fee Total: \$22,993.00**

Permit.DateIssued Between 7/1/2021 12:00:00 AM AND 7/31/2021 11:59:59 PM

Enforcements By Category

08/02/21

BLIGHT

Enforcement Number	Address	Status	Filed	Closed
E21-354	7512 GROVE ST	Violation	07/12/21	
E21-356	5242 SEYMOUR RD	Violation	07/13/21	
E21-370	5307 DURWOOD DR	No Violation	07/20/21	07/22/21
E21-371	4016 ELMS RD	No Violation	07/21/21	07/22/21
E21-372	3418 DYE RD	Violation	07/26/21	

Total Entries: 5

BUILDING VIOLATIONS

Enforcement Number	Address	Status	Filed	Closed
E21-369	5203 MORRISH RD	Violation	07/20/21	

Total Entries: 1

SIGNS

Enforcement Number	Address	Status	Filed	Closed
E21-352	7567 MILLER RD	No Violation	07/12/21	07/13/21
E21-353	4315 ELMS RD	Closed	07/12/21	07/20/21

Total Entries: 2

SP NON-COMPLIANCE

Enforcement Number	Address	Status	Filed	Closed
E21-355	8024 MILLER RD	Violation	07/12/21	

Total Entries: 1

WEED COMPLAINT

Enforcement Number	Address	Status	Filed	Closed
E21-351	City Council Packet 5365 WORCHESTER DR	Inspection Pending	07/01/21	

Enforcements By Category

08/02/21

E21-357	3418 DYE RD	Inspection Pending	07/19/21
E21-358	4322 ELMS RD	Inspection Pending	07/19/21
E21-359	ELMS RD	Inspection Pending	07/19/21
E21-360	7025 MILLER RD		07/19/21
E21-361	7029 MILLER RD	Inspection Pending	07/19/21
E21-362	7041 MILLER RD	Inspection Pending	07/19/21
E21-363	6269 BRISTOL RD	Inspection Pending	07/19/21
E21-364	6231 BRISTOL RD	Inspection Pending	07/19/21
E21-365	5403 SEYMOUR RD		07/19/21
E21-366	8059 MAPLE ST	Inspection Pending	07/19/21
E21-367	7512 GROVE ST	Inspection Pending	07/19/21
E21-368	5261 OAKVIEW DR	Inspection Pending	07/19/21
E21-373	7029 MILLER RD	Inspection Pending	07/26/21
E21-374	7041 MILLER RD	Inspection Pending	07/26/21

Total Entries: 15

Total Records: 24

Population: All Records

Enforcement.DateFiled Between 7/1/2021 12:00:00 AM AND 7/31/2021 11:59:59 PM

Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
6509 BRISTOL RD	58-31-501-007	Status	07/01/2021	07/01/2021	Complied
5365 WORCHESTER DR	58-03-578-015	Ordinance	07/01/2021		
7183 RUSSELL DR	58-36-676-084	Rough	07/01/2021	07/01/2021	Disapproved
8230 CRAPO ST	58-02-200-036	Footing-East Additic	07/01/2021	07/01/2021	Approved
5472 MILLER RD	58-29-551-002	Status	07/06/2021	07/06/2021	Partially Comple
5365 WORCHESTER DR	58-03-578-015	Status	07/06/2021	07/06/2021	Partially Comple
8095 CIVIC DR	58-35-576-058	Site Visit	07/06/2021	07/06/2021	Approved
5212 WINSHALL DR	58-02-553-023	Initial	07/06/2021	07/06/2021	Complied
7072 PARK RIDGE PKWY	58-36-527-015	Final	07/06/2021	07/06/2021	Approved
8067 MILLER RD	58-02-529-021	Final	07/06/2021	07/06/2021	Approved
1 DRAGON DRIVE	58-02-100-006	Above Ceiling	07/06/2021	07/06/2021	Approved
5129 DURWOOD DR	58-03-533-152	Final	07/06/2021	07/06/2021	Approved
8230 CRAPO ST	58-02-200-036	Footing-East Additic	07/07/2021	07/07/2021	Approved
8210 MILLER RD	58-35-400-011	Final	07/07/2021	07/07/2021	Approved
7183 RUSSELL DR	58-36-676-084	Rough	07/07/2021	07/07/2021	Partially Approv
8002 MILLER RD	58-35-576-049	Initial	07/07/2021	07/07/2021	Complied
5073 MC LAIN ST	58-02-526-034	Reinspection	07/08/2021	07/08/2021	Complied
7366 CROSSCREEK DR	58-36-651-226	Final	07/08/2021	07/08/2021	Approved
8067 MILLER RD	58-02-529-021	Final	07/08/2021	07/08/2021	Approved
117 ASHLEY CIR	58-35-776-117	Final	07/08/2021	07/08/2021	Approved
8230 CRAPO ST	58-02-200-036	Footing-East Additic	07/09/2021	07/09/2021	Approved
5122 MC LAIN ST	58-02-526-046	Reinspection	07/12/2021	07/12/2021	Complied
5044 MORRISH RD	58-02-529-010	Reinspection	07/12/2021	07/12/2021	Complied
8067 MILLER RD	58-02-529-021	Final	07/12/2021	07/12/2021	Approved
4289 ALEX MARIN DR	58-36-676-099	Backfill	07/12/2021	07/12/2021	Approved
5019 HAYES ST	58-02-529-006	Status	07/13/2021	07/13/2021	Partially Comple
7567 MILLER RD	58-01-502-113	Site Inspection	07/13/2021	07/13/2021	No Violation
4315 ELMS RD	58-31-551-005	Site Inspection	07/13/2021	07/13/2021	Partially Comple
7512 GROVE ST	58-01-100-019	Ordinance	07/13/2021	07/13/2021	Violation(s)
8024 MILLER RD	58-35-576-043	Site Inspection	07/13/2021	07/13/2021	Violation(s)
1 DRAGON DRIVE	58-02-100-006	Footing-NW Corner	07/13/2021	07/13/2021	Approved
95 ASHLEY CIR	58-35-776-095	Final	07/13/2021	07/13/2021	Approved
5352 GREENLEAF DR	58-03-533-047	Final	07/13/2021	07/13/2021	Approved
5124 WINSHALL DR	58-02-503-083	Initial	07/13/2021	07/13/2021	Complied
5242 SEYMOUR RD	58-03-531-067	Ordinance	07/14/2021	07/14/2021	Partially Comple
5348 WINSHALL DR	58-02-553-004	Reinspection	07/14/2021	07/14/2021	Complied

Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
4278 ALEX MARIN DR	58-36-676-087	Masonry	07/14/2021	07/14/2021	Approved
1 DRAGON DRIVE	58-02-100-006	Above Ceiling	07/14/2021	07/14/2021	Approved
1 DRAGON DRIVE	58-02-100-006	Footing	07/14/2021	07/14/2021	Approved
8048 MILLER RD 5	58-35-576-039	Initial	07/14/2021	07/14/2021	Violation(s)
8048 MILLER RD 6	58-35-576-039	Initial	07/14/2021	07/14/2021	Complied
8048 MILLER RD 7	58-35-576-039	Initial	07/14/2021	07/14/2021	Violation(s)
1 DRAGON DRIVE	58-02-100-006	Footing	07/15/2021	07/15/2021	Approved
5192 GREENLEAF DR	58-03-533-069	Reinspection	07/16/2021	07/16/2021	Complied
8048 MILLER RD 7	58-35-576-039	Reinspection	07/19/2021	07/19/2021	Complied
8048 MILLER RD 5	58-35-576-039	Reinspection	07/19/2021	07/19/2021	Complied
3418 DYE RD	58-29-551-023	Ordinance	07/19/2021		
4322 ELMS RD	58-36-577-007	Ordinance	07/19/2021		
ELMS RD	58-36-577-009	Ordinance	07/19/2021		
7025 MILLER RD	58-36-577-006	Ordinance	07/19/2021		
7029 MILLER RD	58-36-577-008	Ordinance	07/19/2021		
7041 MILLER RD	58-36-577-010	Ordinance	07/19/2021		
6269 BRISTOL RD	58-31-100-016	Ordinance	07/19/2021		
6231 BRISTOL RD	58-31-200-003	Ordinance	07/19/2021		
5403 SEYMOUR RD	58-03-533-033	Ordinance	07/19/2021		
8059 MAPLE ST	58-02-530-014	Ordinance	07/19/2021		
7512 GROVE ST	58-01-100-019	Ordinance	07/19/2021		
5261 OAKVIEW DR	58-02-501-114	Ordinance	07/19/2021		
1 DRAGON DRIVE	58-02-100-006	Walk Thru-State Fire	07/19/2021	07/19/2021	Approved
8012 MAPLE ST	58-02-530-045	Post Hole	07/19/2021	07/19/2021	Approved
1 DRAGON DRIVE	58-02-100-006	Footing	07/19/2021	07/19/2021	Not Ready
8230 CRAPO ST	58-02-200-036	Grouting-East Addit	07/19/2021	07/19/2021	Approved
8230 CRAPO ST	58-02-200-036	Bulk Head-100 & 20	07/19/2021	07/19/2021	Approved
8250 MILLER RD	58-35-400-018	Status	07/20/2021	07/20/2021	No Change
4315 ELMS RD	58-31-551-005	Status	07/20/2021	07/20/2021	Complied
7512 GROVE ST	58-01-100-019	Status	07/20/2021	07/20/2021	No Change
5242 SEYMOUR RD	58-03-531-067	Status	07/20/2021	07/20/2021	No Change
5203 MORRISH RD	58-01-100-046	Site Inspection	07/20/2021	07/20/2021	Violation(s)
1 DRAGON DRIVE	58-02-100-006	Footing	07/20/2021	07/20/2021	Approved
5172 GREENLEAF DR	58-03-533-072	Rough	07/20/2021	07/20/2021	Approved
4278 ALEX MARIN DR	58-36-676-087	Rough	07/20/2021	07/20/2021	Approved
9080 CHELMSEFORD DR	58-03-528-021	Final	07/21/2021	07/21/2021	Approved

Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
5307 DURWOOD DR	58-03-533-175	Ordinance	07/22/2021	07/22/2021	No Violation
7512 GROVE ST	58-01-100-019	Status	07/22/2021	07/22/2021	No Change
4138 ELMS RD	58-36-200-009	Final Zoning	07/22/2021	07/22/2021	Approved
4016 ELMS RD	58-36-200-008	Ordinance	07/22/2021	07/22/2021	No Violation
5006 FORD ST	58-02-528-011	Final Zoning	07/22/2021	07/22/2021	Approved
8230 CRAPO ST	58-02-200-036	Wall & Bulk Head	07/22/2021	07/22/2021	Approved
1 DRAGON DRIVE	58-02-100-006	Footing	07/22/2021	07/22/2021	Approved
7368 CROSSCREEK DR	58-36-651-227	Final	07/22/2021	07/22/2021	Approved
8012 MAPLE ST	58-02-530-045	Final	07/22/2021	07/22/2021	Approved
4248 LINDSEY DR	58-36-676-074	Footing	07/22/2021	07/22/2021	Approved
7499 MILLER RD	58-01-502-074	Renewal Reminder	07/26/2021		
7029 MILLER RD	58-36-577-008	Ordinance	07/26/2021		
7041 MILLER RD	58-36-577-010	Ordinance	07/26/2021		
5260 BIRCHCREST DR	58-03-531-047	Final	07/26/2021	07/26/2021	Approved
4935 ITA CT	58-35-400-016	Final-All 13 Building	07/26/2021	07/26/2021	Approved
5172 GREENLEAF DR	58-03-533-072	Rough	07/26/2021	07/26/2021	Approved
5019 HAYES ST	58-02-529-006	Status	07/27/2021	07/27/2021	Partially Comple
8024 MILLER RD	58-35-576-043	Status	07/27/2021	07/27/2021	No Change
7512 GROVE ST	58-01-100-019	Status	07/27/2021	07/27/2021	No Change
3418 DYE RD	58-29-551-023	Site Inspection	07/27/2021	07/27/2021	Violation(s)
7183 RUSSELL DR	58-36-676-084	Rough-Basement	07/27/2021	07/27/2021	Approved
4278 ALEX MARIN DR	58-36-676-087	Service	07/27/2021	07/27/2021	Approved
4278 ALEX MARIN DR	58-36-676-087	Rough	07/27/2021	07/27/2021	Approved
8250 MILLER RD	58-35-400-018	Status	07/28/2021	07/28/2021	Partially Comple
3500 ELMS RD	58-25-576-007	Initial	07/28/2021	07/28/2021	Complied
7183 RUSSELL DR	58-36-676-084	Rough	07/29/2021		
4278 ALEX MARIN DR	58-36-676-087	Rough	07/29/2021		
4278 ALEX MARIN DR	58-36-676-087	Underground	07/29/2021		
5162 OXFORD CT	58-02-501-032	Final	07/29/2021		
5156 OXFORD CT	58-02-501-033	Final	07/29/2021	07/29/2021	Approved

Inspections: 102

Population: All Records

Inspection.DateTimeScheduled Between 7/1/2021 12:00:00 AM AND 7/31/2021 11:59:59 PM

Certificates With Inspections

08/02/2021

Certificate Number	Address	Date Applied	Since	Issued	Last Inspection	Expires	Status
CR210038	8002 MILLER RD	07/01/2021	07/01/2021	07/12/2021	07/07/2021	07/12/2024	Certified
Initial	JKEY	Matt Hart	Completed	Complied			
CR210040	5307 DURWOOD DR	07/01/2021	07/01/2021	07/01/2021		07/01/2023	Suspended
Initial	JKEY	Matt Hart	Scheduled				
CR210042	8059 MAPLE ST	07/12/2021	07/12/2021	07/12/2021		07/12/2023	Suspended
Initial	JKEY	Matt Hart	Scheduled				
CR210043	8048 MILLER RD 7	07/12/2021	07/12/2021	07/13/2021	07/19/2021	07/13/2023	Certified
Reinspection	MATT	Matt Hart	Completed	Complied			
Initial	JKEY	Matt Hart	Completed	Violation(s)			
CR210044	8048 MILLER RD 6	07/12/2021	07/12/2021	07/13/2021	07/14/2021	07/13/2024	Certified
Initial	JKEY	Matt Hart	Completed	Complied			
CR210045	8048 MILLER RD 5	07/12/2021	07/12/2021	07/13/2021	07/19/2021	07/13/2023	Certified
Reinspection	MATT	Matt Hart	Completed	Complied			
Initial	JKEY	Matt Hart	Completed	Violation(s)			

Population: All Records

Record Count: 6

Certificate.DateIssued Between 7/1/2021 12:00:00 AM
AND 7/31/2021 11:59:59 PM

CONTRACT FOR EMERGENCY MEDICAL SERVICES

THIS AGREEMENT is made this 20th day of June, 2021 by and between Medstar, Inc., a Michigan Corporation, hereinafter referred to as “Medstar”, with its registered and principal office at 380 N. Gratiot, Clinton Township, Michigan, and the City of Davison, a Michigan municipality, with offices at 200 E. Flint Street, Davison, Michigan, and Davison Township, a Michigan Township, with offices at 1280 N. Irish Road, Davison Michigan, and Richfield Township, a Michigan Township, with offices at 5381 N. State Rd, Davison, Michigan, hereinafter collectively referred to as “the COMMUNITIES.”

RECITALS

The technical terms and phrases used in this agreement have the definitions set out in Act No. 368 of the Michigan Public Acts of 1978, as amended, including Act No. 375 of Michigan Public Acts of 2000, as amended, and the rules and regulation promulgated by the Michigan Department of Health and Human Services (MDHHS) as amended from time to time. MEDSTAR’s responsibilities under the agreement are at all times governed by statutes, rules, and regulations pertaining to emergency medical services.

ARTICLE I

SERVICE AREA

The COMMUNITIES, as described above, shall be the primary response area for this agreement.

ARTICLE II

SERVICES PROVIDED BY MEDSTAR

MEDSTAR shall provide advanced life support (ALS) and Basic Life Support (BLS) ambulances as appropriate for the request as determined through the recognized emergency medical dispatch information provided.

MEDSTAR may also provide expanded scope of care services to COMMUNITIES residents

through arrangements with health systems, accountable care organizations, payors, or other third-party arrangements designed to improve health, prevent hospitalization, provide prospective or follow-up care, or perform in-home assessments or other treatments.

ARTICLE III

PERSONNEL

MEDSTAR will furnish vehicles licensed by the Michigan Department of Health and Human Services-EMS Division (MDHHS), and staffed with personnel appropriate for the license level of each vehicle.

ARTICLE IV

MEDICAL CONTROL

MDHHS-EMS Division has designated a medical control authority for the County of Genesee under Section 20910(1)(k) of the act. Accordingly, the supervision of emergency medical services to be provided by MEDSTAR is under the direction of the Genesee County Medical Control Authority and its designated medical physician director pursuant to Section 20906 of the act.

ARTICLE V

EMERGENCY MEDICAL DISPATCH / CALL CATEGORIZATION

MEDSTAR will maintain a communication link between its dispatch center and the designated dispatch center utilized by the COMMUNITIES. The COMMUNITIES will each notify Genesee Central Dispatch Authority that MEDSTAR has been selected as the EMS provider within the COMMUNITIES, and direct that MEDSTAR be sent to all 911 EMS requests in the respective municipality. MEDSTAR and Genesee Central Dispatch Authority will develop effective mechanisms for call hand-off and unit utilization.

National Academy of Emergency Medical Dispatch © Standardized Response Mode/Time Matrix				
EMD Determinant	Ambulance Response Mode	Ambulance Level	First Response Mode	Time Performance
Call Determinant Level				
Echo	RLS	ALS	RLS	8:59 / 90%
Delta	RLS	ALS	RLS	8:59 / 90%
Charlie	RLS	ALS	N/I	8:59 / 90%
Bravo	NRLS	BLS	N/I	n/a
Alpha	NRLS	BLS	N/I	n/a
Omega	Referral to Alternative Care			

MEDSTAR will utilize the appropriate level and response mode for each response, as categorized through the national criteria.

ARTICLE VI

RESPONSE TIME

MEDSTAR will respond to requests for services within a safe, reasonable time consistent with the categorization of the request based on call screening process and compliance with medical control protocols. Requests requiring the highest response priority will be monitored to insure a collective eight (8) minute or less ambulance response, 90% of the time. Requests that do not require emergency response will receive responses that are safe and appropriate for the clinical and response conditions present at the time.

MEDSTAR will provide the municipalities designee quarterly reports summarizing the response

time performance data.

ARTICLE VII

INDEMNITY

The parties mutually acknowledge that liability for services performed pursuant to this agreement is controlled under the applicable provisions of MCL 333.20965. MEDSTAR will defend and indemnify COMMUNITIES from liability or claims arising out of MEDSTAR's performance of services under this agreement. The COMMUNITIES and MEDSTAR also retain all rights to assert common law indemnification and statutory contribution.

ARTICLE VIII

TERM OF AGREEMENT

This agreement is effective as of the date first written above. The term of this agreement is a period of five (5) years from and after July 1, 2021.

ARTICLE IX

PAYMENT AND FEES TO BE CHARGED

For all ambulance service rendered by MEDSTAR to any person residing in the primary response area, MEDSTAR will charge the fees in its Normal Service Fee Schedule for such service directly to said person, and such fees shall be in an amount not higher than those fees charged by it for similar services in each of those communities in which it operates in and about the vicinity of the COMMUNITIES.

MEDSTAR represents and warrants that the fees it charges are reasonable and customary and comparable to the fees charged by other services providers under similar circumstances.

MEDSTAR will accept payment from state, federal, and commercial insurers in conformance with the policy provisions of such insurers. It is expressly understood and agreed that the COMMUNITIES shall not be obligated to collect and/or pay to MEDSTAR any ambulance fees that are not paid by the responsible party.

For any services provided to an employee of any of the municipalities injured in the line of duty, MEDSTAR will bill the individual municipality or, if applicable, the municipalities worker's compensation carrier.

ARTICLE X
BASE OF OPERATIONS

Medstar's Genesee County headquarters and dispatch site is at 2219 W. Hill Rd, Mundy Township, Michigan.

MEDSTAR deploys its ambulances and first response units from various strategic locations within and near the COMMUNITIES to optimize its response time performance. If a specific municipality objects to any deployment location, it will notify MEDSTAR in writing of such objection. MEDSTAR will make reasonable efforts to remedy such concern.

ARTICLE XI
COMMITMENT TO QUALITY

A. Community Quality Committee: Each municipality represented in this agreement will be invited to send up to two representatives to the quarterly meetings of the Medstar Community Quality Committee, in which overall Medstar clinical, public education, safety, response time, injury/illness prevention, and other metrics are discussed with local leaders. Representatives may be asked to participate in specific workgroups or subcommittees to develop new Medstar community service initiatives and programs, and may be asked to represent the Community Quality Committee on the Medstar Physician Leadership Committee, or the Medstar Board of Directors.

B. Patient Satisfaction Survey: MEDSTAR shall randomly survey patients receiving services regarding customer satisfaction through the utilization of an independent, nationally benchmarked patient satisfaction survey. Survey data will be furnished on a quarterly basis to the identified representative for each municipality. Any complaints or significant negative feedback will be provided to the representative on a quarterly basis, along with MEDSTAR investigation findings regarding the incident. It is expressly understood that MEDSTAR will not share protected health information (PHI) when reporting the investigation or findings.

- C. CAAS Accreditation:** MEDSTAR will maintain accreditation with the Commission on Accreditation of Ambulance Services (CAAS) throughout this agreement.
- D. 24 Hour Access-**Medstar will provide an Operations Supervisor dedicated to the Genesee County Operations on duty 24 hours per day, 365 days per year. Contact information for the on-duty supervisor will be provided to all public safety leadership personnel within the COMMUNITIES, and is also available through the Medstar Communications Center.
- E. Quality Assurance Plan/Policy:** MEDSTAR shall maintain a quality assurance plan/policy to continually assess the quality of treatment by emergency medical service personnel. A copy of the plan/policy shall be available for review by the COMMUNITIES.
- F. Complaint Resolution:** In the event one of the municipalities receives a complaint about the performance of any services under this Agreement, the municipality shall forward the complaint to MEDSTAR, who will review and investigate the complaint and provide a written report of the investigation within ten (10) days of the receipt of the complaint.
- G. Incident Command System:** MEDSTAR will provide annual incident command system training for ambulance personnel operating in the COMMUNITIES, detailing their respective role and responsibilities within the framework of the Incident Command System.
- H. Resource for Public Safety Agency Training:** MEDSTAR will serve as a resource for EMS training for the Davison Area Fire Department, as requested. This shall include CPR, first aid, blood borne pathogen, and other related training. Any fees required for applicable training will be provided at cost, including instructor time and resource expenses.
- I. Public Education:** MEDSTAR shall serve as a resource for EMS related public education such as CPR and first aid for interested civic groups.
- J. Mutual Aid:** MEDSTAR will maintain mutual aid agreements with other EMS providers for any period of volume overload or mass casualty incident.
- K. Computer Aided Dispatch System:** MEDSTAR shall utilize a computer-aided dispatch system, which provides for optimum system deployment. MEDSTAR shall equip all of its vehicles with a GPS mapping system and mobile data terminals.

ARTICLE XII

INSURANCE

MEDSTAR shall secure and maintain throughout the term of this agreement insurance coverage

described below from companies in a form and amount acceptable to the COMMUNITIES:

- A. Worker's Compensation and Employees Liability Insurance in compliance with the statutes of the State of Michigan for the personnel provided by MEDSTAR.
- B. Comprehensive General Liability Insurance (which includes professional liability) and Automobile Liability Insurance in the amounts set forth below
- C. General Liability - \$1,000,000 per occurrence; \$3,000,000 in the aggregate.
Automobile Liability - \$1,000,000 combined single limit
- D. COMMUNITIES shall be named as Additional Insured on such policies. Such insurance shall be primary for any liability of MEDSTAR arising out of its indemnification of COMMUNITIES pursuant to Article VIII.
- E. MEDSTAR shall also maintain Excess Liability in the amount of \$10,000,000.

ARTICLE XIII

INDEPENDENT CONTRACTOR

It is expressly understood and agreed that MEDSTAR is an independent contractor for all purposes under the terms of this agreement, and it is not intended to be an agent, servant, employee, or appointee of the COMMUNITIES.

ARTICLE XIV

COMPLIANCE WITH LAWS

MEDSTAR agrees that it shall comply with Federal and Michigan law and ordinances of the COMMUNITIES in all matters relating to or arising out of this agreement included, by way of example, and not limited to, all laws and ordinances concerning licensing, training, or personnel and operation of motor vehicles.

ARTICLE XV

TERMINATION

If any individual municipality wishes to depart from this agreement, they may do so upon delivery of written notice of termination not less than ninety (90) days prior to the effective date thereof. Such notices shall be deemed duly made if deposited in the United State mail with

proper postage for first class postage addressed to the following addresses of the respective parties:

City of Davison
Andrea Schroeder, City Manager
200 East Flint Street
Davison, MI, 48423

Richfield Township
Joseph Madore, Supervisor
5381 North State Road
Davison, MI 48423

Davison Township
Jim Slezak, Supervisor
1280 North Irish Road
Davison, MI, 48423

Medstar, Inc.
Kolby Miller, Chief Executive Officer
380 N. Gratiot Ave.
Clinton Township, MI 48036

At least 60 days prior to the effective date of such termination, the parties will meet in person to discuss the reason for the CITY's Notice of Termination, and MEDSTAR will have 30 days thereafter to address the concerns that prompted the CITY to give Notice of Termination.

ARTICLE XVI
COMPLETE AGREEMENT

Each of the parties expressly covenant and agree that this instrument constitutes the complete agreement between the parties. There are no other oral or written agreements of any nature pertaining to any matter or thing relating to the subject matter of this agreement. This agreement may be extended to other municipalities by mutual consent of all parties.

ARTICLE XVII
NON-DISCRIMINATION

All parties agree that any services to be provided shall be provided in a manner which is not discriminatory on the basis of race, religion, color, national origin, sex, age, height, weight, handicap, AIDS, HIV, hepatitis or other infectious disease, marital status, sexual preference, or any other protected classification or source of payment.

Signature Page Follows

The parties have executed this agreement as of the date and year written above.

City of Davison

BY: _____

Andrea Schroeder, City Manager

Davison Township

BY: _____

Jim Slezak, Supervisor

Richfield Township

BY: _____

Joseph Madore, Supervisor

Medstar, Inc.

BY: _____

Kolby Miller, Chief Executive Officer

Adam Zettel

From: Kolby Miller <kmill@medstarambulance.org>
Sent: Tuesday, July 27, 2021 2:02 PM
To: Kolby Miller
Subject: EMS Agreement Update
Attachments: Genesee.Ethridge.pdf

Good Afternoon-

I appreciate all of your patience on the progression of the local EMS service agreements in Genesee County, as well as those of you who have either signed agreements, invited us to present in your community, or have stayed in contact while the project moves forward. This is a significant step for the EMS system to undergo, and your engagement, support, and patience is critical to seeing it through.

So that everyone has the most recent information, I have the following update (I apologize if it is repetitive for some who have heard it recently, or are already aware:)

-We met with the 911 consortium's legal counsel, and he did not see any issues with the service agreements as written (from a legal perspective for the 911 center.) Without speaking for him, my belief is that he did not agree with the legal objections raised by another EMS organization on this issue. My understanding is that he has or will be drafting a letter to the consortium indicating the same.

-For those who have not reviewed it, the opinion of our corporate counsel is attached, in response to the communication and legal opinion distributed by another EMS agency in the county.

-The 911 Authority General Membership will discuss local EMS service agreements at their September 14 meeting. It is our hope that after their discussion, the committee will vote to recognize local EMS service agreements in the communities that chose to have them.

-We have met with the 911 center leadership and are working together on solutions to support the recognition of local service agreements, and the best way to operationalize the change in the current CAD system.

-We continue to meet with community leaders who are interested in addressing EMS challenges in their communities. We are committed, however, to only engaging in formal discussions with communities for whom we have confidence that we will provide safe and reliable service under an agreement.

I am hopeful that the 911 Consortium General Membership will vote to recognize the service agreements in the communities that chose to have them. Unlike the past, the current effort is not a mandate, and the communities are able to make the decision to establish the agreements on their own, or choose not to if they prefer.

Until the September meeting, we will continue to meet with local leaders and stakeholders to discuss the issue and demonstrate the value of local service agreements.

If you have any questions, please feel free to call or email. I look forward to talking to you.

Thanks again! Please be safe.

Kolby

Kolby Miller

President & Chief Executive Officer

[Medstar](#)

Executive Assistant: Stephanie Kowaleski, skowaleski@medstarambulance.org

586-783-0569 (o)

586-557-0312 (m)

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ALSO ADMITTED IN
N. CAROLINA & W. VIRGINIA

RUSSELL F. ETHRIDGE
ATTORNEY AND COUNSELOR AT LAW
24053 JEFFERSON AVENUE
ST. CLAIR SHORES, MICHIGAN 48080-1530

(586) 777-0400
FAX (586) 777-0430
russ@rethridgelaw.com
rethridgelaw@gmail.com

July 9, 2021

kmiller@medstarambulance.org

Kolby Miller, Chief Executive Officer
Medstar Ambulance
380 North Gratiot
Clinton Township, MI 48036

RE. Davison / Richfield Township Agreement with Medstar

Dear Mr. Miller:

At your request, I reviewed the June 28, 2021 letter to the Genesee County 9-1-1 Consortium Board from attorney Douglas W. Van Essen which erroneously contends that the Board should not recognize agreements entered into between EMS providers and communities using the Board's dispatch services. There is no basis in law for Mr. Van Essen's opinion. In fact, the case law he cites supports the Board's authority to recognize contracts between EMS providers and the communities that chose them. The authority of the 9-1-1 Consortium Board to recognize municipal contracts with EMS providers is the recognized business model in virtually every jurisdiction throughout Michigan, and this letter seems nothing more than a thinly veiled attempt to frighten the Board from adopting this standard practice.¹

The two cases cited in Mr. Van Essen's letter only confirm the long established rule that 9-1-1 Boards have the exclusive authority to control their dispatch protocols. While a community cannot "force" a 9-1-1 Board to recognize its contract with an EMS provider, nothing prohibits it from doing so if the Board determines in its discretion that the communities it covers will best be served under such agreements. I note, as well, that nothing requires a community to enter into an EMS service agreement, so the availability of non-contracted EMS providers is unimpaired.

Mr. Van Essen's letter also overlooks the full scope of a dispatch center's responsibility. Michigan law does not require dispatch of the closest available unit but, rather, the closest appropriate unit. It is well within the Board's authority to recognize municipally contracted EMS providers as most appropriate for all the reasons those communities selected those providers. Michigan law specifically allows community provider selection subject, of course, to recognition by the 9-1-1 Boards.

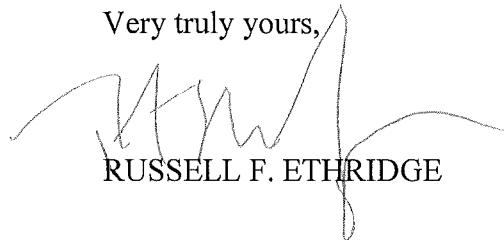
¹ His position here is particularly ironic since he was on the other side of this issue for MMR when he tried to keep STAT EMS out of Saginaw County.

Kolby Miller, Chief Executive Officer
Medstar Ambulance
July 9, 2021
Page 2

Finally, Mr. Van Essen's concern about dispatcher liability is completely unfounded. The statute he cites grants governmental employees immunity from lawsuits unless they are grossly negligent, and a dispatcher would hardly be grossly negligent in dispatching an emergency services vehicle pursuant to an established 9-1-1 dispatch protocol. Were it any other way, every dispatch center in the state would be exposed to liability since virtually every Board recognizes municipal contracts.

I trust this helps you put in context Mr. Van Essen's letter. If you have any questions, however, don't hesitate to contact me.

Very truly yours,



RUSSELL F. ETHRIDGE

RFE:gmr





58-30-100-006

58-30-100-008

501-001

58-30-300-010

58-30-300-004

58-30-300-003

58-30-300-001

58-30-300-002

58-30-551-018

58-30-551-016

58-30-551-014

58-30-551-012

58-30-551-021

58-30-551-009

58-30-551-008

58-30-551-007

58-30-551-005

58-30-551-006

58-30-551-004

58-30-551-002

58-30-551-003

58-30-551-001

04-25-200-003

58-25-576-018

58-25-576-016

58-25-576-014

04/13/2018

City Council Packet

August 9, 2021

© 2018 Pictometry

VALUATION STATEMENT

Updated 12-17-2018

Property Owner(s): Swartz Creek Community Schools

Address: 3259 Elms Road
 Swartz Creek, MI 48473

Area to be acquired:	_____	1,314	_____	square feet
Price per square foot	x	\$	_____	0.11
Total		\$	_____	\$145.00
	x 50%	\$	_____	72.50
	x 10%	\$	_____	_____
Just Compensation		\$	_____	72.50

ADDITIONAL INFORMATION:

Pathway improvements required for the project is of mutual benefit to property owner and municipality, due to the construction of the pathway. Donation of a Permanent Easement is requested.

PROJECT Safe Routes to School	
PARCEL 58-30-300-001	NAME Swartz Creek Community Schools

DONATION

to

LOCAL PUBLIC AGENCY (LPA)

This information is required by the LPA in order for a property owner to donate property.
Updated 12-17-2018

Property Owner(s): Swartz Creek Community Schools

Address: 3259 Elms Road

Swartz Creek, MI 48473

Right(s) to be acquired: Fee (Total Take)
 Fee (Partial Take)
 Easement (Permanent)
 Permit (Temporary)

Just Compensation \$ 72.50

Just Compensation Market Study and/or Valuation Analysis
determined by: Appraisal by 3rd party

The undersigned owner(s) of the subject property identified below agrees with the following statements:

- I/We have been informed and fully understand that I/we have the right to receive just compensation for the subject property.
- I/We have been informed and fully understand that by signing this document, I/we are agreeing to donate the subject property in lieu of just compensation.
- I/We agree that the decision to donate the subject property was made without undue influences or coercive action of any nature.
- I/We agree to donate the subject property in lieu of compensation.

Owner's Signature: _____ Date: _____

LPA APPROVAL: _____ Date: _____

PROJECT Safe Routes to School	
PARCEL 58-30-300-001	NAME Swartz Creek Community Schools

PERMANENT EASEMENT FOR SHARED USE PATH

KNOW ALL MEN BY THESE PRESENTS, that the grantors: Benjamin Mainka, on behalf of Swartz Creek Community Schools, whose address is 8331 3259 Elms Road (hereinafter referred to as "Grantor"), being the title holder to the following described parcel of land to wit:

Description of Parcel: **A parcel of land being a part of the SW 1/4 of Section 30, Town 7 North, Range 6 East, City of Swartz Creek, Genesee County, Michigan, more particularly described as follows:**

The West 45 acres of the SW fr. 1/4 except the South 80 rods of the East 25 rods, also except John Fran Subdivision. Subject to all easements and restrictions of record, if any.

Tax Identification Number: **58-30-300-001**

for and in consideration of Seventy Two Dollars and Fifty Cents (\$72.50), receipt of which is hereby acknowledged, does hereby grant and convey to the City of Swartz Creek, a Michigan Municipal Corporation, whose address is 8083 Civic Drive, Swartz Creek MI. 48473 (hereinafter referred to as "Grantee"), a perpetual easement for the installation of a shared use path over, upon, across, in, through, and under the following described real property to wit:

Description of Parcel: **A 22 foot pathway easement being a part of the SW 1/4 of Section 30, Town 7 North, Range 6 East, City of Swartz Creek, Genesee County, Michigan, more particularly described as follows:**

Commencing at SW corner of said Section 30; thence East 742.50 feet; thence N 00°14'11" E 711.30 feet to the Point of Beginning; thence N 89°45'50" W 59.73 feet; thence N 00°11'13" E 22.0 feet; thence S 89°45'50" E 59.75 feet; thence S 00° 14'11" W 22.0 feet to the Point of Beginning.

Contains 1,314 square feet or 0.030 acres of land, more or less. Subject to all easements and restrictions of record, if any.

and to enter upon sufficient land adjacent to said shared use path for the purpose of exercising the rights a privileges granted herein.

Grantee may install, repair, maintain shared used path and all associated material thereto, within the easement herein granted as shown in the attached drawing.

The premises so disturbed by reason of the exercise of any of the foregoing powers, rights, and privileges, shall be reasonably restored to its prior condition by Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

PROJECT Safe Routes to School	
PARCEL 58-30-300-001	NAME Swartz Creek Community Schools

IN WITNESS WHEREOF, the undersigned Grantors have affixed _____ signature this _____ day of _____, A.D., 2020

WITNESSES:

Benjamin Mainka

Witness Signature

By: _____
Signature

Printed Name

Its: _____
Printed name & Title

Witness Signature

By: _____
Signature

Printed Name

Its: _____
Printed name & Title

Notary Public, State of _____ County of _____ (Commission)

The foregoing instrument was acknowledged before me in _____ County, this _____ day of _____, 20____ by _____
Acting in the County of
Name of Grantor(s)

_____ My Commission Expires on _____

NOTARY PUBLIC –

Drafted by:

City of Swartz Creek

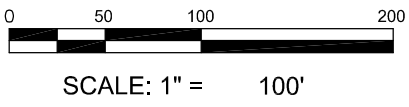
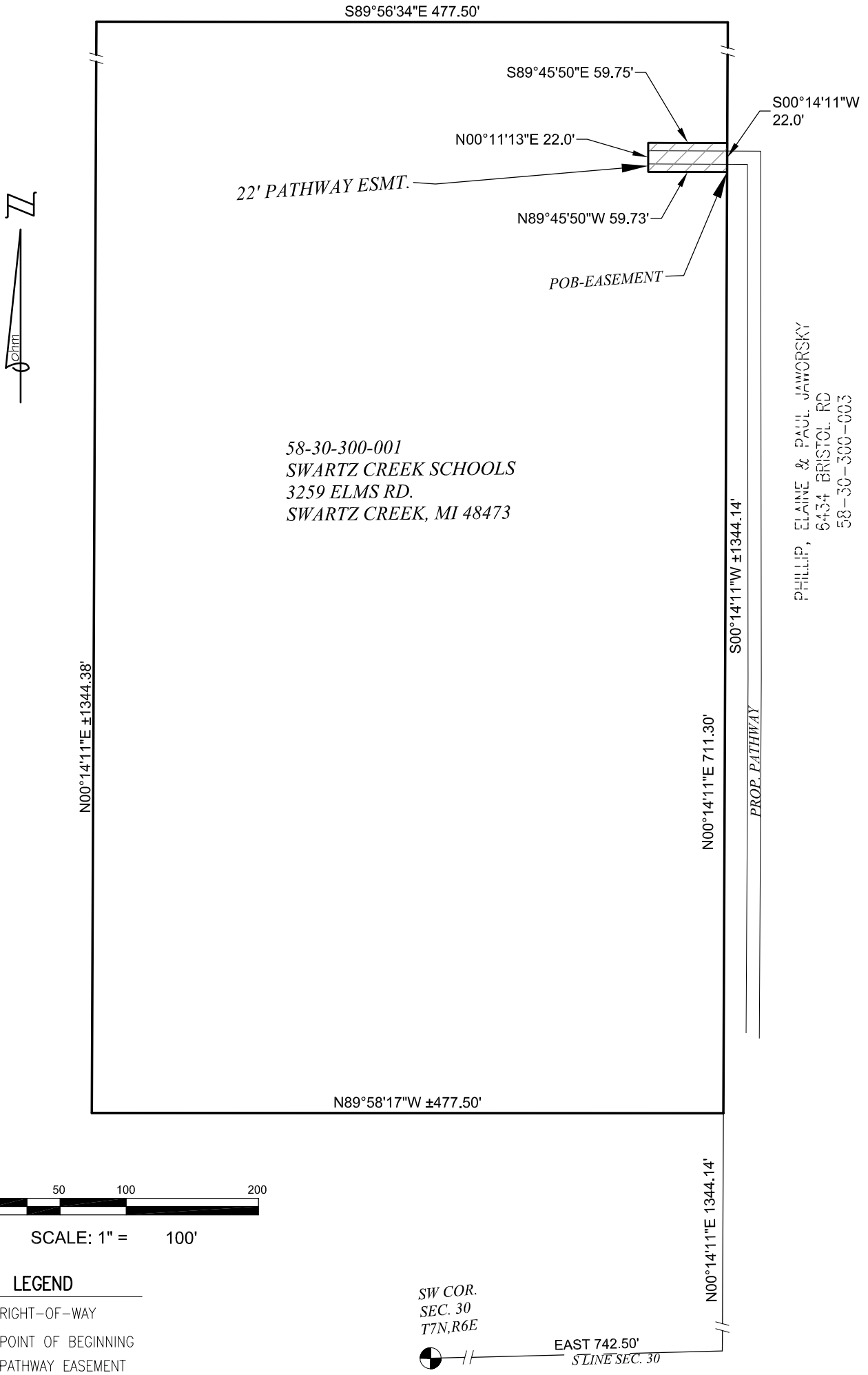
When recorded return to:

City of Swartz Creek

PROJECT Safe Routes to School	
PARCEL 58-30-300-001	NAME Swartz Creek Community Schools

PATHWAY EASEMENT SKETCH

Exhibit "A"



- LEGEND**
- ROW RIGHT-OF-WAY
 - POB POINT OF BEGINNING
 - PATHWAY EASEMENT

SW COR.
SEC. 30
T7N,R6E

EAST 742.50'
SLINE SEC. 30

PATHWAY EASEMENT PART OF THE SW 1/4 OF SECTION 30 T.7N., R.6E., CITY OF SWARTZ CREEK, GENESEE COUNTY, MICHIGAN PARCEL ID# 58-30-300-001		SCALE H:1"=200' SHEET 1 OF 2
DATE: 06-07-2021	CLIENT: CITY OF SWARTZ CREEK	JOB # 4023-19-0060
34000 Plymouth Road Livonia, MI 48150 P (734) 522-6711 F (734) 522-6427 WWW.OHM-ADVISORS.COM		



PATHWAY EASEMENT DESCRIPTION

Exhibit "A"

PARCEL DESCRIPTION (58-30-300-001) (PER GENESEE COUNTY TAX ROLLS)

A parcel of land being a part of the SW 1/4 of Section 30, Town 7 North, Range 6 East, City of Swartz Creek, Genesee County, Michigan, more particularly described as follows:


The West 45 acres of the SW fr. 1/4 except the South 80 rods of the East 25 rods, also except John Fran Subdivision. Subject to all easements and restrictions of record, if any.

PATHWAY EASEMENT

A 22 foot pathway easement being a part of the SW 1/4 of Section 30, Town 7 North, Range 6 East, City of Swartz Creek, Genesee County, Michigan, more particularly described as follows:

Commencing at SW corner of said Section 30; thence East 742.50 feet; thence N 00°14'11" E 711.30 feet to the Point of Beginning; thence N 89°45'50" W 59.73 feet; thence N 00°11'13" E 22.0 feet; thence S 89°45'50" E 59.75 feet; thence S 00°14'11" W 22.0 feet to the Point of Beginning.

Contains 1,314 square feet or 0.030 acres of land, more or less. Subject to all easements and restrictions of record, if any.

PATHWAY EASEMENT PART OF THE SW 1/4 OF SECTION 30 T.7N., R.6E., CITY OF SWARTZ CREEK, GENESEE COUNTY, MICHIGAN PARCEL ID# 58-30-300-001		SCALE H:1"=200'	
		SHEET 2 OF 2	
DATE: 06-07-2021	CLIENT: CITY OF SWARTZ CREEK	JOB # 4023-19-0060	
34000 Plymouth Road Livonia, MI 48150 P (734) 522-6711 F (734) 522-6427 WWW.OHM-ADVISORS.COM			
COPYRIGHT 2021 OHM ALL DRAWINGS AND WRITTEN MATERIALS APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF OHM AND THE SAME MAY NOT BE DUPLICATED, DISTRIBUTED, OR DISCLOSED WITHOUT PRIOR WRITTEN CONSENT OF OHM			

VALUATION STATEMENT

Updated 12-17-2018

Property Owner(s): Rasch, George, Rasch Susan, Rasch, Rich

Address: 5075 Brady Street
Swartz Creek, MI 48473

Area to be acquired:	<u>12,946</u>	square feet
Price per square foot	x \$ <u>0.11</u>	
Total	\$ <u>1,424.00</u>	Fee (Permanent)
	x 50% \$ <u>712.00</u>	Easement (Permanent)
	x 10% \$ _____	Grading Permit (Temporary)
Just Compensation	\$ <u>712.00</u>	

ADDITIONAL INFORMATION:

Pathway improvements required for the project is of mutual benefit to property owner and municipality, due to the construction of the pathway. Donation of a Permanent Easement is requested.

PROJECT Safe Routes to School	PARCEL 58-02-200-015	NAME Rasch, George, Susan, Rich
----------------------------------	-------------------------	------------------------------------

DONATION

to

LOCAL PUBLIC AGENCY (LPA)

This information is required by the LPA in order for a property owner to donate property.
Updated 12-17-2018

Property Owner(s): Rasch, George, Rasch Susan, Rasch, Rich

Address: 5075 Brady Street
Swartz Creek, MI 48473

Right(s) to be acquired: Fee (Total Take)
 Fee (Partial Take)
 Easement (Permanent)
 Permit (Temporary)

Just Compensation \$ 712.00

Just Compensation determined by: Market Study and/or Valuation Analysis
 Appraisal by 3rd party

The undersigned owner(s) of the subject property identified below agrees with the following statements:

- I/We have been informed and fully understand that I/we have the right to receive just compensation for the subject property.
- I/We have been informed and fully understand that by signing this document, I/we are agreeing to donate the subject property in lieu of just compensation.
- I/We agree that the decision to donate the subject property was made without undue influences or coercive action of any nature.
- I/We agree to donate the subject property in lieu of compensation.

Owner's Signature: _____ Date: _____

Owner's Signature: _____ Date: _____

LPA APPROVAL: _____ Date: _____

JOB NUMBER Safe Routes to School	PARCEL 58-02-200-015	NAME Rasch, George, Susan, Rich
-------------------------------------	-------------------------	------------------------------------

PERMANENT EASEMENT FOR SHARED USE PATH

KNOW ALL MEN BY THESE PRESENTS, that the grantors: George Rasch, Equity Trust Company Custodian F.B.O. George Rasch IRA, Equity Trust Company Custodian F.B.O. Susan A. Rasch IRA, and Equity Trust Company Custodian F.B.O. Rich B. Rasch IRA whose address is 5075 Brady Street (hereinafter referred to as "Grantor"), being the title holder to the following described parcel of land to wit:

Description of Parcel: **A parcel of land being a part of the N 1/2 of Section 2, Town 6 North, Range S East, City of Swartz Creek, Genesee County, Michigan, more particularly described as follows:**

Beginning S 00°18'00" E 262.15 feet & S 89°59'00" E 265.80 feet from the SE corner of Lot 8, "CRAPO PLAT No. 1", as recorded in Liber 15 of Plats, Page 40, Genesee County Records; thence S 89°59'00" E 311.0 feet; thence S 00°18'00" E 480.06 feet; thence S 77°30'00" W 589.88 feet; thence N 00°18'00" W 577.50 feet; thence S 89°59'00" E 265.80 feet; thence N 00°18'00" W 30.0 feet to the Point of Beginning. Subject to all easements and restrictions of record, if any.

Tax Identification Number: **58-02-200-015**

for and in consideration of Seven Hundred Twelve Dollars (\$712.00), receipt of which is hereby acknowledged, does hereby grant and convey to the City of Swartz Creek, a Michigan Municipal Corporation, whose address is 8083 Civic Drive, Swartz Creek MI. 48473 (hereinafter referred to as "Grantee"), a perpetual easement for the installation of a shared use path over, upon, across, in, through, and under the following described real property to wit:

Description of Parcel: **A 22 foot pathway easement being a part of the N 1/2 of Section 2, Town 6 North, Range S East, City of Swartz Creek, Genesee County, Michigan, more particularly described as follows:**

Beginning S 00°18'00" E 262.15 feet & S 89°59'00" E 265.80 feet to a point & S 89°59'00" E 311.0 feet & S 00°18'00" E 431.79 feet from the SE corner of Lot 8, "CRAPO PLAT No. 1", as recorded in Liber 15 of Plats, Page 40, Genesee County Records; thence continuing S 00°18'00" E 26.40 feet; thence 23.56 feet along a curve to the right, radius 76.0 feet, delta 17°45'46", chord bears S 68°37'06" W 23.47 feet; thence S 77°30'00" W 122.43 feet; thence 26.60 feet along a curve to the right, radius 76.0 feet, delta 20°03'10", chord bears S 87°31'34" W 26.46 feet; thence N 82°26'51" W 21.83 feet; thence 18.90 feet along a curve to the left, radius 54.0 feet, delta 20°03'10", chord bears S 87°31'34" W 18.80 feet; thence S 77°30'00" W 58.06 feet; thence 13.11 feet along a curve to the right, radius 76.0 feet, delta 09°53'01", chord bears S 82°26'29" W 13.09 feet; thence S 87°23'00" W 32.56 feet; thence 9.32 feet along a curve to the left, radius 54.0 feet, delta 09°53'01", chord bears S 82°26'19" W 9.30 feet; thence S 77°30'00" W 42.62 feet; thence 14.15 feet along a curve to the left, radius 54.0 feet, delta 15°00'35", chord bears S 69°59'41" W 14.11 feet; thence S 62°29'24" W 12.23 feet; thence 19.91 feet along a curve to the right, radius 76.0 feet, delta 15°00'35", chord bears S 69°59'41" W 19.85 feet; thence S 77°30'00" W 57.99 feet; thence 16.73 feet along a curve to the right, radius 76.0 feet, delta 12°36'54", chord bears S 83°48'26" W 16.70 feet; thence N 89°53'06" W 90.64 feet; thence 8.23 feet along a curve to the left, radius 54.0 feet, delta 08°43'59", chord bears S 85°44'53" W 8.22 feet; thence N 00°18'00" W 22.12 feet; thence 8.38 feet along a curve to the right, radius 76.0 feet, delta 06°18'54", chord bears N 86°57'26" E 8.37 feet; thence S 89°53'06" E 90.64 feet; thence 11.89 feet along a curve to the left, radius 54.0 feet, delta 12°36'54", chord bears N 83°48'26" E 11.87 feet; thence N 77°30'00"

PROJECT Safe Routes to School	
PARCEL 58-02-200-015	NAME Rasch, George August 9, 2021

E 57.99 feet; thence 14.15 feet along a curve to the left, radius 54.0 feet, delta 15°00'35", chord bears N 69°59'41" E 14.11 feet; thence N 62°29'24" E 12.23 feet; thence 19.91 feet along a curve to the right, radius 76.0 feet, delta 15°00'35", chord bears N 69°59'41" E 19.85 feet; thence N 77°30'00" E 42.62 feet; thence 13.11 feet along a curve to the right, radius 76.0 feet, delta 09°53'01", chord bears N 82°26'29" E 13.09 feet; thence N 87°23'00" E 32.56 feet; thence 9.32 feet along a curve to the left, radius 54.0 feet, delta 09°53'01", chord bears N 82°26'29" E 9.30 feet; thence N 77°30'00" E 58.06 feet; thence 26.60 feet along a curve to the right, radius 76.0 feet, delta 20°03'10", chord bears N 87°31'34" E 26.46 feet; thence S 82°26'51" E 21.83 feet; thence 18.90 feet along a curve to the left, radius 54.0 feet, delta 20°03'10", chord bears N 87°31'34" E 18.80 feet; thence N 77°30'00" E 122.43 feet; thence 21.21 feet along a curve to the left, radius 54.0 feet, delta 22°30'00", chord bears N 66° 14'59" E 21.07 feet; thence N 55°00'00" E 8.77 feet to the Point of Beginning.

Contains 12,946 square feet or 0.297 acres of land, more or less. Subject to all easements and restrictions of record, if any.

and to enter upon sufficient land adjacent to said shared use path for the purpose of exercising the rights a privileges granted herein.

Grantee may install, repair, maintain shared used path and all associated material thereto, within the easement herein granted as shown in the attached drawing.

The premises so disturbed by reason of the exercise of any of the foregoing powers, rights, and privileges, shall be reasonably restored to its prior condition by Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned Grantors have affixed their signature this _____ day of _____, A.D., 2020

WITNESSES:

GEORGE, SUSAN, and RICH RASCH

Witness Signature

By: _____
Signature

Printed Name

Its: _____
Printed name & Title

Witness Signature

By: _____
Signature

Printed Name

Its: _____
Printed name & Title

PROJECT Safe Routes to School	
PARCEL 58-02-200-015	NAME Rasch, George, Susan, Rich

Witness Signature

By: _____
Signature

Printed Name

Its: _____
Printed name & Title

Notary Public, State of _____ County of _____ (Commission)

The foregoing instrument was acknowledged before me in _____ County, this
Acting in the County of

_____ day of _____, 20____ by _____
Name of Grantor(s)

_____ My Commission Expires on _____
NOTARY PUBLIC –

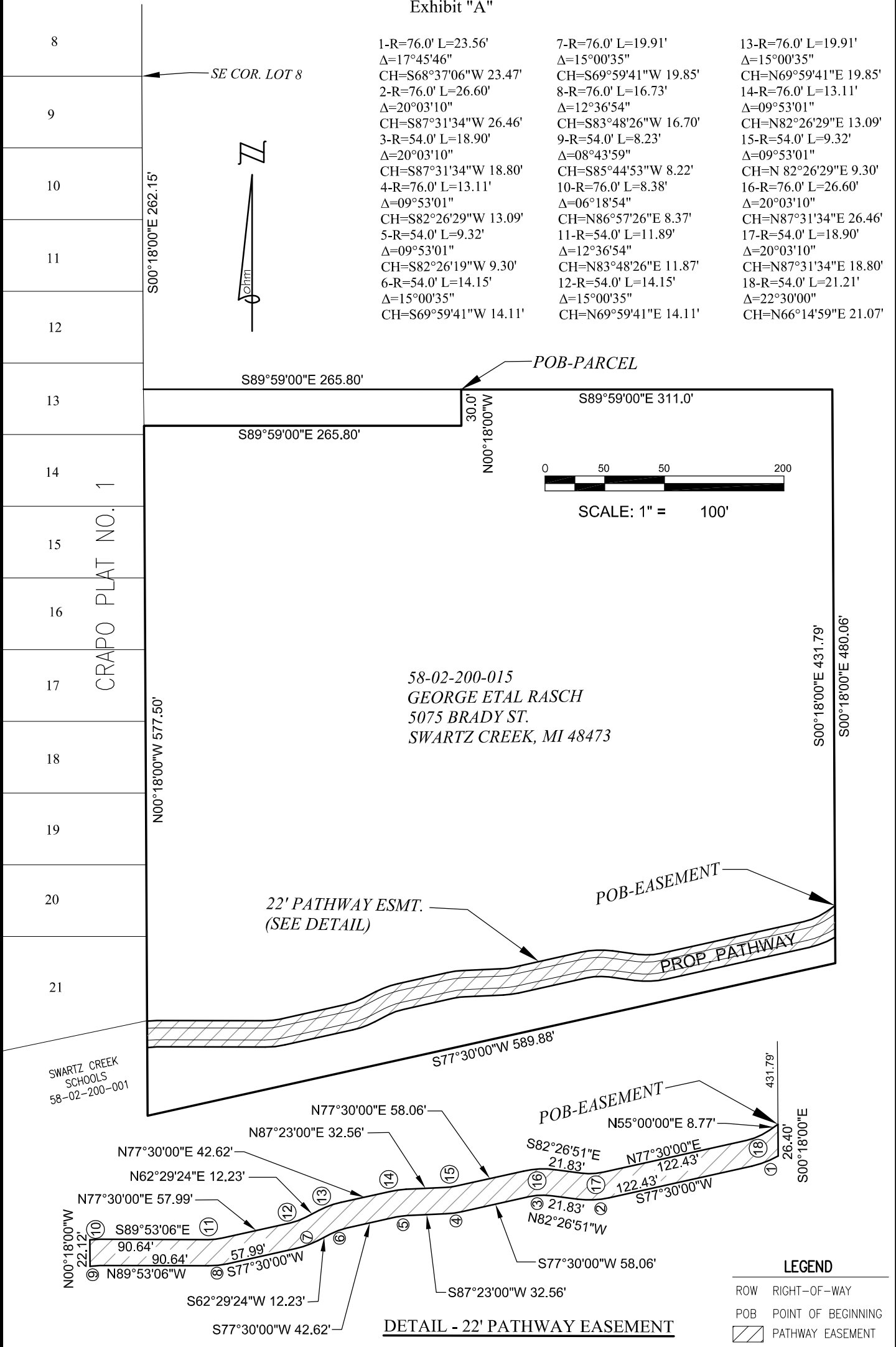
Drafted by:
City of Swartz Creek

When recorded return to:
City of Swartz Creek

PROJECT Safe Routes to School	
PARCEL 58-02-200-015	NAME Rasch, George, Susan, Rich

PATHWAY EASEMENT SKETCH

Exhibit "A"



1-R=76.0' L=23.56' Δ=17°45'46" CH=S68°37'06"W 23.47'	7-R=76.0' L=19.91' Δ=15°00'35" CH=S69°59'41"W 19.85'	13-R=76.0' L=19.91' Δ=15°00'35" CH=N69°59'41"E 19.85'
2-R=76.0' L=26.60' Δ=20°03'10" CH=S87°31'34"W 26.46'	8-R=76.0' L=16.73' Δ=12°36'54" CH=S83°48'26"W 16.70'	14-R=76.0' L=13.11' Δ=09°53'01" CH=N82°26'29"E 13.09'
3-R=54.0' L=18.90' Δ=20°03'10" CH=S87°31'34"W 18.80'	9-R=54.0' L=8.23' Δ=08°43'59" CH=S85°44'53"W 8.22'	15-R=54.0' L=9.32' Δ=09°53'01" CH=N 82°26'29"E 9.30'
4-R=76.0' L=13.11' Δ=09°53'01" CH=S82°26'29"W 13.09'	10-R=76.0' L=8.38' Δ=06°18'54" CH=N86°57'26"E 8.37'	16-R=76.0' L=26.60' Δ=20°03'10" CH=N87°31'34"E 26.46'
5-R=54.0' L=9.32' Δ=09°53'01" CH=S82°26'19"W 9.30'	11-R=54.0' L=11.89' Δ=12°36'54" CH=N83°48'26"E 11.87'	17-R=54.0' L=18.90' Δ=20°03'10" CH=N87°31'34"E 18.80'
6-R=54.0' L=14.15' Δ=15°00'35" CH=S69°59'41"W 14.11'	12-R=54.0' L=14.15' Δ=15°00'35" CH=N69°59'41"E 14.11'	18-R=54.0' L=21.21' Δ=22°30'00" CH=N66°14'59"E 21.07'

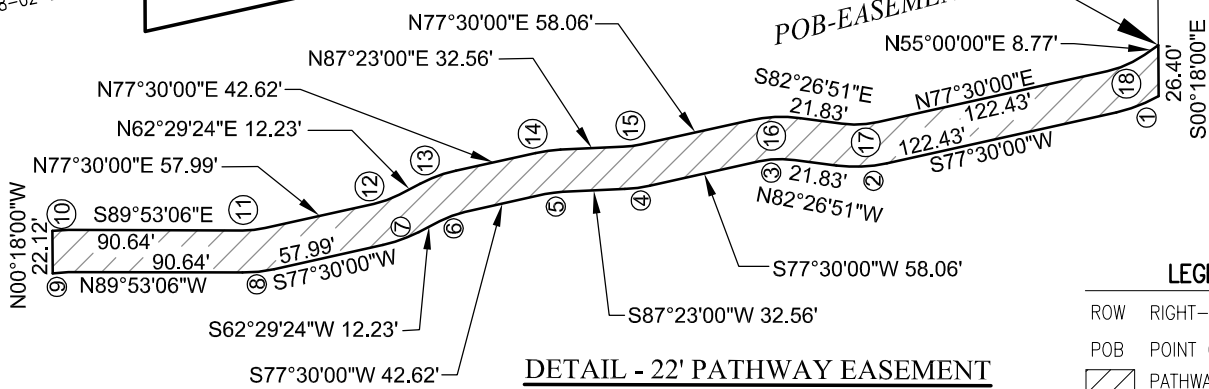
CRAPO PLAT NO. 1

58-02-200-015
 GEORGE ETAL RASCH
 5075 BRADY ST.
 SWARTZ CREEK, MI 48473

SWARTZ CREEK
 SCHOOLS
 58-02-200-001

22' PATHWAY ESMT.
 (SEE DETAIL)

POB-EASEMENT
 PROP PATHWAY



LEGEND

ROW	RIGHT-OF-WAY
POB	POINT OF BEGINNING
	PATHWAY EASEMENT

PATHWAY EASEMENT
 PART OF THE N 1/2 OF SECTION 2
 T.6N., R.5E., CITY OF SWARTZ CREEK, GENESEE COUNTY, MICHIGAN
PARCEL ID# 58-02-200-015

SCALE H:1"=100'
SHEET 1 OF 2

DATE: 06-24-2021	CLIENT: CITY OF SWARTZ CREEK	JOB # 4023-19-0060
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PATHWAY EASEMENT DESCRIPTION

Exhibit "A"

PARCEL DESCRIPTION (58-02-200-015) (PER GENESEE COUNTY TAX ROLLS)

A parcel of land being a part of the N 1/2 of Section 2, Town 6 North, Range 5 East, City of Swartz Creek, Genesee County, Michigan, more particularly described as follows:

Beginning S 00°18'00" E 262.15 feet & S 89°59'00" E 265.80 feet from the SE corner of Lot 8, "CRAPO PLAT No. 1", as recorded in Liber 15 of Plats, Page 40, Genesee County Records; thence S 89°59'00" E 311.0 feet; thence S 00°18'00" E 480.06 feet; thence S 77°30'00" W 589.88 feet; thence N 00°18'00" W 577.50 feet; thence S 89°59'00" E 265.80 feet; thence N 00°18'00" W 30.0 feet to the Point of Beginning. Subject to all easements and restrictions of record, if any.

PATHWAY EASEMENT

A 22 foot pathway easement being a part of the N 1/2 of Section 2, Town 6 North, Range 5 East, City of Swartz Creek, Genesee County, Michigan, more particularly described as follows:

Beginning S 00°18'00" E 262.15 feet & S 89°59'00" E 265.80 feet to a point & S 89°59'00" E 311.0 feet & S 00°18'00" E 431.79 feet from the SE corner of Lot 8, "CRAPO PLAT No. 1", as recorded in Liber 15 of Plats, Page 40, Genesee County Records; thence continuing S 00°18'00" E 26.40 feet; thence 23.56 feet along a curve to the right, radius 76.0 feet, delta 17°45'46", chord bears S 68°37'06" W 23.47 feet; thence S 77°30'00" W 122.43 feet; thence 26.60 feet along a curve to the right, radius 76.0 feet, delta 20°03'10", chord bears S 87°31'34" W 26.46 feet; thence N 82°26'51" W 21.83 feet; thence 18.90 feet along a curve to the left, radius 54.0 feet, delta 20°03'10", chord bears S 87°31'34" W 18.80 feet; thence S 77°30'00" W 58.06 feet; thence 13.11 feet along a curve to the right, radius 76.0 feet, delta 09°53'01", chord bears S 82°26'29" W 13.09 feet; thence S 87°23'00" W 32.56 feet; thence 9.32 feet along a curve to the left, radius 54.0 feet, delta 09°53'01", chord bears S 82°26'19" W 9.30 feet; thence S 77°30'00" W 42.62 feet; thence 14.15 feet along a curve to the left, radius 54.0 feet, delta 15°00'35", chord bears S 69°59'41" W 14.11 feet; thence S 62°29'24" W 12.23 feet; thence 19.91 feet along a curve to the right, radius 76.0 feet, delta 15°00'35", chord bears S 69°59'41" W 19.85 feet; thence S 77°30'00" W 57.99 feet; thence 16.73 feet along a curve to the right, radius 76.0 feet, delta 12°36'54", chord bears S 83°48'26" W 16.70 feet; thence N 89°53'06" W 90.64 feet; thence 8.23 feet along a curve to the left, radius 54.0 feet, delta 08°43'59", chord bears S 85°44'53" W 8.22 feet; thence N 00°18'00" W 22.12 feet; thence 8.38 feet along a curve to the right, radius 76.0 feet, delta 06°18'54", chord bears N 86°57'26" E 8.37 feet; thence S 89°53'06" E 90.64 feet; thence 11.89 feet along a curve to the left, radius 54.0 feet, delta 12°36'54", chord bears N 83°48'26" E 11.87 feet; thence N 77°30'00" E 57.99 feet; thence 14.15 feet along a curve to the left, radius 54.0 feet, delta 15°00'35", chord bears N 69°59'41" E 14.11 feet; thence N 62°29'24" E 12.23 feet; thence 19.91 feet along a curve to the right, radius 76.0 feet, delta 15°00'35", chord bears N 69°59'41" E 19.85 feet; thence N 77°30'00" E 42.62 feet; thence 13.11 feet along a curve to the right, radius 76.0 feet, delta 09°53'01", chord bears N 82°26'29" E 13.09 feet; thence N 87°23'00" E 32.56 feet; thence 9.32 feet along a curve to the left, radius 54.0 feet, delta 09°53'01", chord bears N 82°26'29" E 9.30 feet; thence N 77°30'00" E 58.06 feet; thence 26.60 feet along a curve to the right, radius 76.0 feet, delta 20°03'10", chord bears N 87°31'34" E 26.46 feet; thence S 82°26'51" E 21.83 feet; thence 18.90 feet along a curve to the left, radius 54.0 feet, delta 20°03'10", chord bears N 87°31'34" E 18.80 feet; thence N 77°30'00" E 122.43 feet; thence 21.21 feet along a curve to the left, radius 54.0 feet, delta 22°30'00", chord bears N 66°14'59" E 21.07 feet; thence N 55°00'00" E 8.77 feet to the Point of Beginning.

Contains 12,946 square feet or 0.297 acres of land, more or less. Subject to all easements and restrictions of record, if any.

PATHWAY EASEMENT		SCALE H:1"=100'
PART OF THE N 1/2 OF SECTION 2 T.6N., R.5E., CITY OF SWARTZ CREEK, GENESEE COUNTY, MICHIGAN PARCEL ID# 58-02-200-015		SHEET 2 OF 2
DATE: 06-24-2021	CLIENT: CITY OF SWARTZ CREEK	JOB # 4023-19-0060
34000 Plymouth Road Livonia, MI 48150 P (734) 522-6711 F (734) 522-6427 WWW.OHM-ADVISORS.COM		
<small>COPYRIGHT 2021 OHM ALL DRAWINGS AND WRITTEN MATERIALS APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF OHM AND THE SAME MAY NOT BE DUPLICATED, DISTRIBUTED, OR DISCLOSED WITHOUT PRIOR WRITTEN CONSENT OF OHM</small>		



VALUATION STATEMENT

Updated 12-17-2018

Property Owner(s): Kincaid, William

Address: 5086 Morrish Road
Swartz Creek, MI 48473

Area to be acquired:	<u>16,757</u>	square feet
Price per square foot	x \$ <u>0.11</u>	
Total	\$ <u>1,843.00</u>	Fee (Permanent)
	x 50% \$ <u>921.50</u>	Easement (Permanent)
	x 10% \$ _____	Grading Permit (Temporary)
Just Compensation	\$ <u>921.50</u>	

ADDITIONAL INFORMATION:

Pathway improvements required for the project is of mutual benefit to property owner and municipality, due to the construction of the pathway. Donation of a Permanent Easement is requested.

PROJECT Safe Routes to School	PARCEL 58-02-200-014	NAME Kincaid, William
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DONATION

to

LOCAL PUBLIC AGENCY (LPA)

This information is required by the LPA in order for a property owner to donate property.
Updated 12-17-2018

Property Owner(s): Kincaid, William

Address: 5086 Morrish Road

Swartz Creek, MI 48473

Right(s) to be acquired: Fee (Total Take)
 Fee (Partial Take)
 Easement (Permanent)
 Permit (Temporary)

Just Compensation \$ 921.50

Just Compensation Market Study and/or Valuation Analysis
determined by: Appraisal by 3rd party

The undersigned owner(s) of the subject property identified below agrees with the following statements:

- I/We have been informed and fully understand that I/we have the right to receive just compensation for the subject property.
- I/We have been informed and fully understand that by signing this document, I/we are agreeing to donate the subject property in lieu of just compensation.
- I/We agree that the decision to donate the subject property was made without undue influences or coercive action of any nature.
- I/We agree to donate the subject property in lieu of compensation.

Owner's Signature: _____ Date: _____

Owner's Signature: _____ Date: _____

LPA APPROVAL: _____ Date: _____

JOB NUMBER Safe Routes to School	PARCEL 58-02-200-014	NAME Kincaid, William
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PERMANENT EASEMENT FOR SHARED USE PATH

KNOW ALL MEN BY THESE PRESENTS, that the grantors: William Kincaid, on behalf of Kincaid Manor, whose address is 5086 Morrish Road (hereinafter referred to as "Grantor"), being the title holder to the following described parcel of land to wit:

Description of Parcel: **A parcel of land being a part of the N 1/2 of Section 2, Town 6 North, Range S East, City of Swartz Creek, Genesee County, Michigan, more particularly described as follows:**

Beginning S 00°18'00" E 262.15 feet & S 89°59'00" E 576.80 feet from the SE corner of Lot 8, "CRAPO PLAT No. 1", as recorded in Liber 15 of Plats, Page 40, Genesee County Records; thence S 89°59'00" E 769.0 feet; thence S 00°23'00" E 309.45 feet; thence S 77°30'00" W 787.22 feet; thence N 00°18'00" W 480.06 feet to the Point of Beginning. Subject to all easements and restrictions of record, if any.

Tax Identification Number: **58-02-200-014**

for and in consideration of Nine Hundred Twenty One Dollars and Fifty Cents (\$921.50), receipt of which is hereby acknowledged, does hereby grant and convey to the City of Swartz Creek, a Michigan Municipal Corporation, whose address is 8083 Civic Drive, Swartz Creek MI. 48473 (hereinafter referred to as "Grantee"), a perpetual easement for the installation of a shared use path over, upon, across, in, through, and under the following described real property to wit:

Description of Parcel: **A 22 foot pathway easement being a part of the N 1/2 of Section 2, Town 6 North, Range S East, City of Swartz Creek, Genesee County, Michigan, more particularly described as follows:**

Beginning S 00°18'00" E 262.15 feet & S 89°59'00" E 576.80 feet & S 00° 18'00" E 431.79 feet from the SE corner of Lot 8, "CRAPO PLAT No. 1", as recorded in Liber 15 of Plats, Page 40, Genesee County Records; thence N 55°00'00" E 22.87 feet; thence 29.85 feet along a curve to the right, radius 76.0 feet, delta 22°30'00", chord bears N 66° 15'00" E 29.65 feet; thence N 77°33'00" E 110.29 feet; thence 39.79 feet along a curve to the right, radius 76.0 feet, delta 30°00'00", chord bears S 87°30'00" E 39.34 feet; thence S 72°30'00" E 17.21 feet; thence 28.27 feet along a curve to the left, radius 54.0 feet, delta 30°00'00", chord bears S 87°30'00" E 27.95 feet; thence N 77°30'00" E 206.81 feet; thence N 76°02'48" E 176.13 feet; thence 7.31 feet along a curve to the left, radius 54.0 feet, delta 07°45'04", chord bears N 72° 10'16" E 7.30 feet; thence N 68° 17'45" E 47.16 feet; thence 7.31 feet along a curve to the left, radius 54.0 feet, delta 07°45'04", chord bears N 64°25'13" E 7.30 feet; thence N 60°32'41" E 28.54 feet; thence 22.94 feet along a curve to the right, radius 76.0 feet, delta 17° 17'29", chord bears N 69°11'26" E 22.85 feet; thence N 77°50'10" E 15.65 feet; thence S 00°04'36" W 5.92 feet; thence 16.43 feet along a curve to the left, radius 88.33 feet, delta 10°39'21", chord bears S 03°25'04" E 16.40 feet; thence S 77°50'10" W 11.90 feet; thence 16.30 feet along a curve to the left, radius 54.0 feet, delta 17°17'29", chord bears S 69°11'26" W 16.24 feet; thence S 60°32'41" W 28.54 feet; thence 10.28 feet along a curve to the right, radius 76.0 feet, delta 07°45'04", chord bears S 64°25'13" W 10.27 feet; thence S 68°17'45" W 47.16 feet; thence 10.28 feet along a curve to the right, radius 76.0 feet, delta 07°45'04", chord bears S 72°10'16" W 10.27 feet; thence S 76°02'48" W 176.41 feet; thence S 77°30'00" W 207.09 feet; thence 39.79 feet along a curve to the right, radius 76.0 feet, delta 30°00'00", chord

PROJECT Safe Routes to School	
PARCEL 58-02-200-014 City Council Packet	NAME Kincaid, William 10 August 9, 2021

bears N 87°30'00" W 39.34 feet; thence N 72°30'00" W 17.21 feet; thence 28.27 feet along a curve to the left, radius 54.0 feet, delta 30°00'00", chord bears N 87°30'00" W 27.95 feet; thence S 77°30'00" W 110.29 feet; thence 21.21 feet along a curve to the left, radius 54.0 feet, delta 22°30'00", chord bears S 66°15'00" W 21.07 feet; thence S 55°00'00" W 31.64 feet; thence 6.24 feet along a curve to the right, radius 76.0 feet, delta 04°42'01", chord bears S 58°30'39" W 6.23 feet; thence N 0°18'00" W 26.40 feet to the Point of Beginning.

Contains 16,757 square feet or 0.385 acres of land, more or less. Subject to all easements and restrictions of record, if any.

and to enter upon sufficient land adjacent to said shared use path for the purpose of exercising the rights a privileges granted herein.

Grantee may install, repair, maintain shared used path and all associated material thereto, within the easement herein granted as shown in the attached drawing.

The premises so disturbed by reason of the exercise of any of the foregoing powers, rights, and privileges, shall be reasonably restored to its prior condition by Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned Grantors have affixed _____ signature this _____ day of _____, A.D., 2020

WITNESSES:

William Kincaid

Witness Signature

By: _____
Signature

Printed Name

Its: _____
Printed name & Title

Witness Signature

By: _____
Signature

Printed Name

Its: _____
Printed name & Title

PROJECT Safe Routes to School	
PARCEL 58-02-200-014	NAME Kincaid, William

Notary Public, State of _____ County of _____ (Commission)

The foregoing instrument was acknowledged before me in _____ County, this
Acting in the County of

_____ day of _____, 20____ by _____
Name of Grantor(s)

_____ My Commission Expires on _____
NOTARY PUBLIC –

Drafted by:

City of Swartz Creek

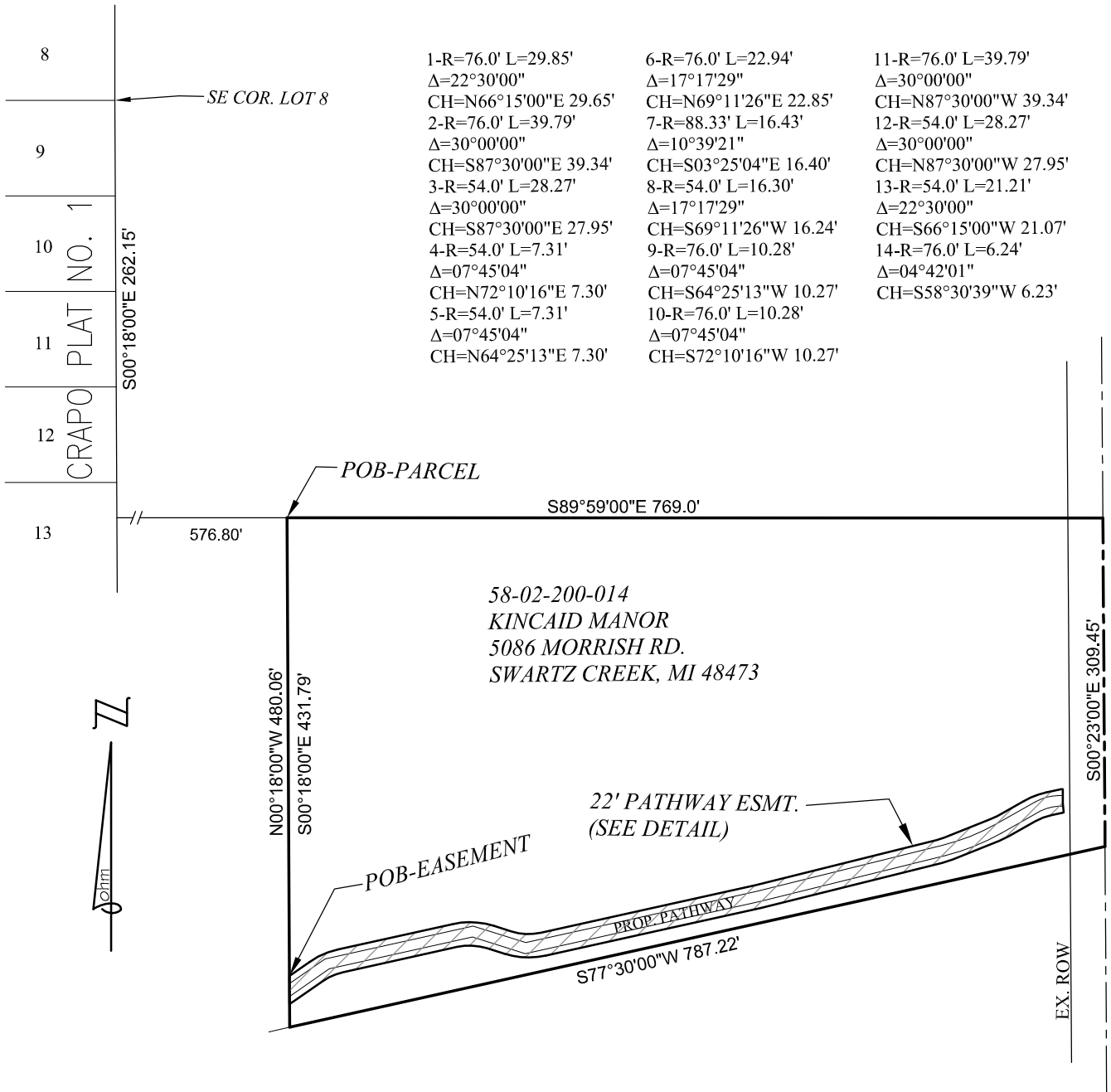
When recorded return to:

City of Swartz Creek

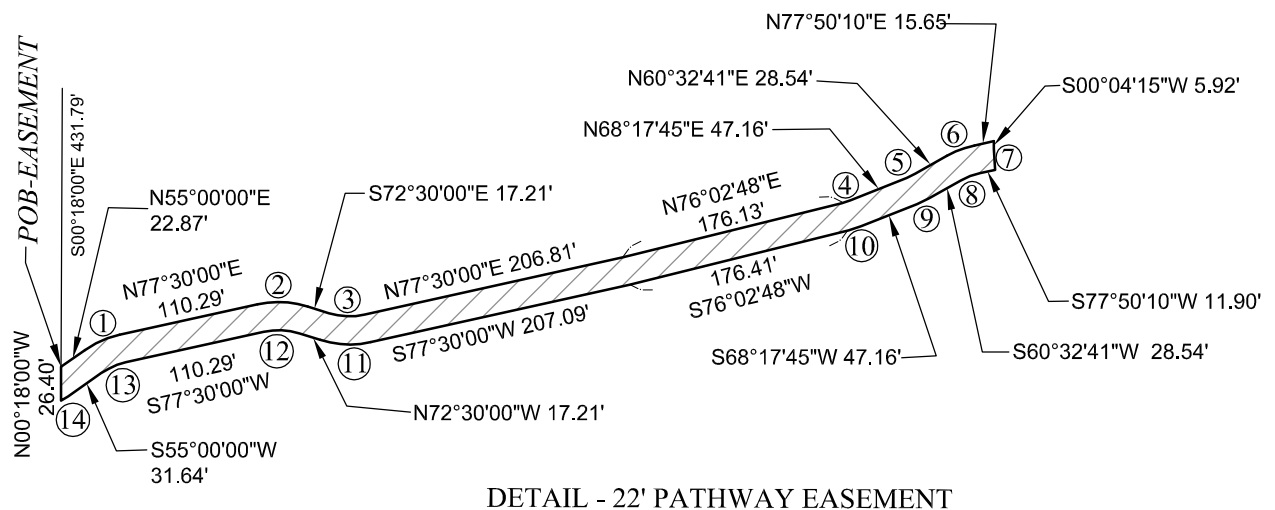
PROJECT Safe Routes to School	
PARCEL 58-02-200-014	NAME Kincaid, William

PATHWAY EASEMENT SKETCH

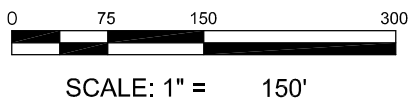
Exhibit "A"



1-R=76.0' L=29.85' Δ=22°30'00" CH=N66°15'00"E 29.65'	6-R=76.0' L=22.94' Δ=17°17'29" CH=N69°11'26"E 22.85'	11-R=76.0' L=39.79' Δ=30°00'00" CH=N87°30'00"W 39.34'
2-R=76.0' L=39.79' Δ=30°00'00" CH=S87°30'00"E 39.34'	7-R=88.33' L=16.43' Δ=10°39'21" CH=S03°25'04"E 16.40'	12-R=54.0' L=28.27' Δ=30°00'00" CH=N87°30'00"W 27.95'
3-R=54.0' L=28.27' Δ=30°00'00" CH=S87°30'00"E 27.95'	8-R=54.0' L=16.30' Δ=17°17'29" CH=S69°11'26"W 16.24'	13-R=54.0' L=21.21' Δ=22°30'00" CH=S66°15'00"W 21.07'
4-R=54.0' L=7.31' Δ=07°45'04" CH=N72°10'16"E 7.30'	9-R=76.0' L=10.28' Δ=07°45'04" CH=S64°25'13"W 10.27'	14-R=76.0' L=6.24' Δ=04°42'01" CH=S58°30'39"W 6.23'
5-R=54.0' L=7.31' Δ=07°45'04" CH=N64°25'13"E 7.30'	10-R=76.0' L=10.28' Δ=07°45'04" CH=S72°10'16"W 10.27'	



DETAIL - 22' PATHWAY EASEMENT



LEGEND

ROW	RIGHT-OF-WAY
POB	POINT OF BEGINNING
	PATHWAY EASEMENT

PATHWAY EASEMENT		SCALE H: 1" = 150'
PART OF THE N 1/2 OF SECTION 2 T.6N., R.5E., CITY OF SWARTZ CREEK, GENESEE COUNTY, MICHIGAN PARCEL ID# 58-02-200-014		SHEET 1 OF 2
DATE: 06-24-2021	CLIENT: CITY OF SWARTZ CREEK	JOB # 4023-19-0060
34000 Plymouth Road Livonia, MI 48150 P (734) 522-6711 F (734) 522-6427 WWW.OHM-ADVISORS.COM		



PATHWAY EASEMENT DESCRIPTION

Exhibit "A"

PARCEL DESCRIPTION (58-02-200-014) (PER GENESEE COUNTY TAX ROLLS)

A parcel of land being a part of the N 1/2 of Section 2, Town 6 North, Range 5 East, City of Swartz Creek, Genesee County, Michigan, more particularly described as follows:

Beginning S 00°18'00" E 262.15 feet & S 89°59'00" E 576.80 feet from the SE corner of Lot 8, "CRAPO PLAT No. 1", as recorded in Liber 15 of Plats, Page 40, Genesee County Records; thence S 89°59'00" E 769.0 feet; thence S 00°23'00" E 309.45 feet; thence S 77°30'00" W 787.22 feet; thence N 00°18'00" W 480.06 feet to the Point of Beginning. Subject to all easements and restrictions of record, if any.

PATHWAY EASEMENT

A 22 foot pathway easement being a part of the N 1/2 of Section 2, Town 6 North, Range 5 East, City of Swartz Creek, Genesee County, Michigan, more particularly described as follows:

Beginning S 00°18'00" E 262.15 feet & S 89°59'00" E 576.80 feet & S 00°18'00" E 431.79 feet from the SE corner of Lot 8, "CRAPO PLAT No. 1", as recorded in Liber 15 of Plats, Page 40, Genesee County Records; thence N 55°00'00" E 22.87 feet; thence 29.85 feet along a curve to the right, radius 76.0 feet, delta 22°30'00", chord bears N 66°15'00" E 29.65 feet; thence N 77°33'00" E 110.29 feet; thence 39.79 feet along a curve to the right, radius 76.0 feet, delta 30°00'00", chord bears S 87°30'00" E 39.34 feet; thence S 72°30'00" E 17.21 feet; thence 28.27 feet along a curve to the left, radius 54.0 feet, delta 30°00'00", chord bears S 87°30'00" E 27.95 feet; thence N 77°30'00" E 206.81 feet; thence N 76°02'48" E 176.13 feet; thence 7.31 feet along a curve to the left, radius 54.0 feet, delta 07°45'04", chord bears N 72°10'16" E 7.30 feet; thence N 68°17'45" E 47.16 feet; thence 7.31 feet along a curve to the left, radius 54.0 feet, delta 07°45'04", chord bears N 64°25'13" E 7.30 feet; thence N 60°32'41" E 28.54 feet; thence 22.94 feet along a curve to the right, radius 76.0 feet, delta 17°17'29", chord bears N 69°11'26" E 22.85 feet; thence N 77°50'10" E 15.65 feet; thence S 00°04'36" W 5.92 feet; thence 16.43 feet along a curve to the left, radius 88.33 feet, delta 10°39'21", chord bears S 03°25'04" E 16.40 feet; thence S 77°50'10" W 11.90 feet; thence 16.30 feet along a curve to the left, radius 54.0 feet, delta 17°17'29", chord bears S 69°11'26" W 16.24 feet; thence S 60°32'41" W 28.54 feet; thence 10.28 feet along a curve to the right, radius 76.0 feet, delta 07°45'04", chord bears S 64°25'13" W 10.27 feet; thence S 68°17'45" W 47.16 feet; thence 10.28 feet along a curve to the right, radius 76.0 feet, delta 07°45'04", chord bears S 72°10'16" W 10.27 feet; thence S 76°02'48" W 176.41 feet; thence S 77°30'00" W 207.09 feet; thence 39.79 feet along a curve to the right, radius 76.0 feet, delta 30°00'00", chord bears N 87°30'00" W 39.34 feet; thence N 72°30'00" W 17.21 feet; thence 28.27 feet along a curve to the left, radius 54.0 feet, delta 30°00'00", chord bears N 87°30'00" W 27.95 feet; thence S 77°30'00" W 110.29 feet; thence 21.21 feet along a curve to the left, radius 54.0 feet, delta 22°30'00", chord bears S 66°15'00" W 21.07 feet; thence S 55°00'00" W 31.64 feet; thence 6.24 feet along a curve to the right, radius 76.0 feet, delta 04°42'01", chord bears S 58°30'39" W 6.23 feet; thence N 00°18'00" W 26.40 feet to the Point of Beginning.

Contains 16,757 square feet or 0.385 acres of land, more or less. Subject to all easements and restrictions of record, if any.

PATHWAY EASEMENT		SCALE H:1"=150'
PART OF THE N 1/2 OF SECTION 2 T.6N., R.5E., CITY OF SWARTZ CREEK, GENESEE COUNTY, MICHIGAN PARCEL ID# 58-02-200-014		SHEET 2 OF 2
DATE: 06-24-2021	CLIENT: CITY OF SWARTZ CREEK	JOB # 4023-19-0060
34000 Plymouth Road Livonia, MI 48150 P (734) 522-6711 F (734) 522-6427 WWW.OHM-ADVISORS.COM		
COPYRIGHT 2021 OHM ALL DRAWINGS AND WRITTEN MATERIALS APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF OHM AND THE SAME MAY NOT BE DUPLICATED, DISTRIBUTED, OR DISCLOSED WITHOUT PRIOR WRITTEN CONSENT OF OHM		



VALUATION STATEMENT

Updated 12-17-2018

Property Owner(s): Jaworsky, Phillip, Jaworsky, Elaine, Jaworsky, Paul

Address: 6434 Bristol Road
Swartz Creek, MI 48473

Area to be acquired:	<u>50,490</u>	square feet
Price per square foot	x \$ <u>0.27</u>	
Total	\$ <u>13,632.00</u>	Fee (Permanent)
	x 50% \$ <u>6,816.00</u>	Easement (Permanent)
	x 10% \$ _____	Grading Permit (Temporary)
Just Compensation	\$ <u>6,816.00</u>	

ADDITIONAL INFORMATION:

Pathway improvements required for the project is of mutual benefit to property owner and municipality, due to the construction of the pathway. Donation of a Permanent Easement is requested.

PROJECT Safe Routes to School	PARCEL 58-30-300-003	NAME Jaworsky, Phillip, Jaworsky, Elaine, Jaworsky, Paul
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DONATION

to

LOCAL PUBLIC AGENCY (LPA)

This information is required by the LPA in order for a property owner to donate property.
Updated 12-17-2018

Property Owner(s): Jaworsky, Phillip, Jaworsky, Elaine, Jaworsky, Paul

Address: 6434 Bristol Road
Swartz Creek, MI 48473

Right(s) to be acquired: Fee (Total Take)
 Fee (Partial Take)
 Easement (Permanent)
 Permit (Temporary)

Just Compensation \$ 6,816.00

Just Compensation Market Study and/or Valuation Analysis
determined by: Appraisal by 3rd party

The undersigned owner(s) of the subject property identified below agrees with the following statements:

- I/We have been informed and fully understand that I/we have the right to receive just compensation for the subject property.
- I/We have been informed and fully understand that by signing this document, I/we are agreeing to donate the subject property in lieu of just compensation.
- I/We agree that the decision to donate the subject property was made without undue influences or coercive action of any nature.
- I/We agree to donate the subject property in lieu of compensation.

Owner's Signature: _____ Date: _____

Owner's Signature: _____ Date: _____

Owner's Signature: _____ Date: _____

LPA APPROVAL: _____ Date: _____

JOB NUMBER Safe Routes to School	PARCEL 58-30-300-003	NAME Jaworsky, Phillip, Jaworsky, Elaine, Jaworsky, Paul
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PERMANENT EASEMENT FOR SHARED USE PATH

KNOW ALL MEN BY THESE PRESENTS, that the grantors: Phillip Jaworsky, Elaine Jaworsky, and Paul Jaworsky, whose address is 6434 Bristol Road (hereinafter referred to as "Grantor"), being the title holder to the following described parcel of land to wit:

Description of Parcel: **A parcel of land being a part of the SW 1/4 of Section 30, Town 7 North, Range 6 East, City of Swartz Creek, Genesee County, Michigan, more particularly described as follows:**

Beginning 742.50 feet East from the SW corner of said Section 30; thence North to E-W 1/4 line of said Section 30; thence East 308.47 feet; thence S'y to a point on the South line of said Section 30 which is 334.70 feet East of the Point of Beginning; thence West 334.70 feet to the Point of Beginning. Subject to all easements and restrictions of record, if any.

Tax Identification Number: **58-30-300-003**

for and in consideration of Six Thousand Eight Hundred Sixteen Dollars (\$6,816.00), receipt of which is hereby acknowledged, does hereby grant and convey to the City of Swartz Creek, a Michigan Municipal Corporation, whose address is 8083 Civic Drive, Swartz Creek MI. 48473 (hereinafter referred to as "Grantee"), a perpetual easement for the installation of a shared use path over, upon, across, in, through, and under the following described real property to wit:

Description of Parcel: **A pathway easement being a part of the SW 1/4 of Section 30, Town 7 North, Range 6 East, City of Swartz Creek, Genesee County, Michigan, more particularly described as follows:**

Commencing at SW corner of said Section 30; thence N 88°33'39" E 742.50 feet along the South line of said Section 30; thence N 01° 11'21" W 33.0 feet; thence N 88°33'39" E 5.06 feet along the North right of way line of Bristol Road to the Point of Beginning; thence N 01° 11'05" W 76.22 feet; thence N 00°07'34" E 433.81 feet; thence N 01°20'25" W 774.53 feet; thence N 01°05'30" W 355.71 feet; thence N 01°30'13" W 382.44 feet; thence S 88°48'55" W 11.48 feet; thence N 01°11'21" W 22.0 feet along the West line of said property; thence N 88°48'55" E 33.36 feet; thence S 01°30'13" E 404.40 feet; thence S 01°05'30" E 355.75 feet; thence S 01°20'25" E 774.76 feet; thence S 00°07'34" W 433.84 feet; thence S 01°11'05" E 58.72 feet; thence N 88°34'44" E 307.15 feet; thence S 01°44'54" E 17.05 feet along the East line of said property; thence S 88°33'39" W 329.32 feet along the North right of way line of Bristol Road to the Point of Beginning.

Contains 50,490 square feet or 1.159 acres of land, more or less. Subject to all easements and restrictions of record, if any.

and to enter upon sufficient land adjacent to said shared use path for the purpose of exercising the rights a privileges granted herein.

PROJECT Safe Routes to School	
PARCEL 58-30-300-003	NAME Jaworsky, Phillip, Jaworsky, Elaine, Jaworsky, Paul

Grantee may install, repair, and maintain shared used path, wire fence, and all associated material thereto, within the easement herein granted as shown in the attached drawing.

The premises so disturbed by reason of the exercise of any of the foregoing powers, rights, and privileges, shall be reasonably restored to its prior condition by Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned Grantors have affixed _____ signature this _____ day of _____, A.D., 2020

WITNESSES:

Phillip Jaworsky, Elaine Jaworsky, Paul Jaworsky

Witness Signature

By: _____
Signature

Printed Name

Its: _____
Printed name & Title

Witness Signature

By: _____
Signature

Printed Name

Its: _____
Printed name & Title

Witness Signature

By: _____
Signature

Printed Name

Its: _____
Printed name & Title

Notary Public, State of _____ County of _____ (Commission)

The foregoing instrument was acknowledged before me in _____ County, this _____
Acting in the County of _____

PROJECT Safe Routes to School	
PARCEL 58-30-300-003	NAME Jaworsky, Phillip, Jaworsky, Elaine, Jaworsky, Paul

_____ day of _____, 20____ by _____
Name of Grantor(s)

_____ My Commission Expires on _____
NOTARY PUBLIC –

Drafted by:

City of Swartz Creek

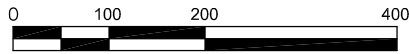
When recorded return to:

City of Swartz Creek

PROJECT Safe Routes to School	
PARCEL 58-30-300-003	NAME Jaworsky, Phillip, Jaworsky, Elaine, Jaworsky, Paul

PATHWAY EASEMENT SKETCH

Exhibit "A"

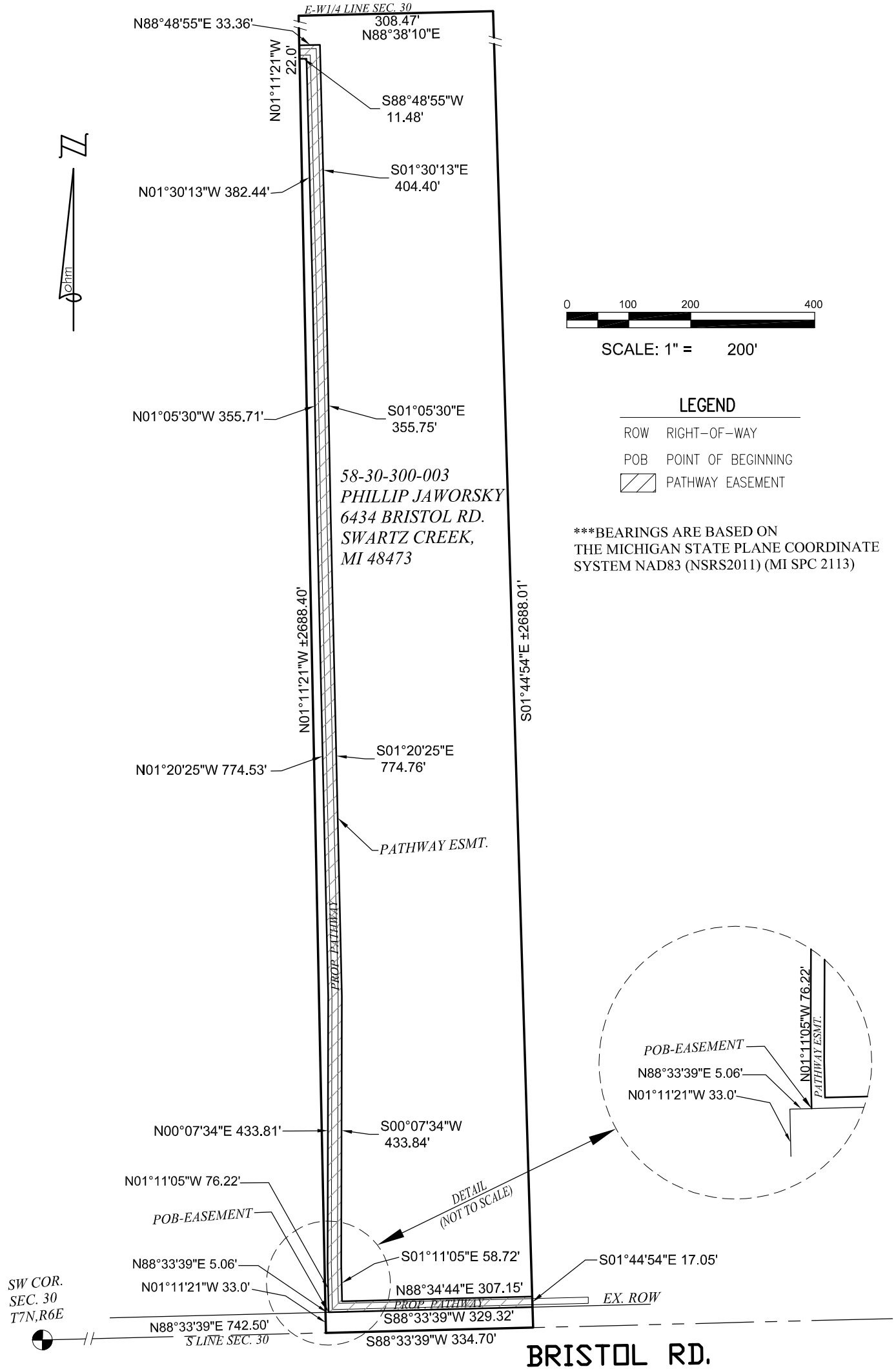


SCALE: 1" = 200'

LEGEND

- ROW RIGHT-OF-WAY
- POB POINT OF BEGINNING
- PATHWAY EASEMENT

***BEARINGS ARE BASED ON THE MICHIGAN STATE PLANE COORDINATE SYSTEM NAD83 (NSRS2011) (MI SPC 2113)



SW COR.
SEC. 30
T7N, R6E

BRISTOL RD.

PATHWAY EASEMENT
PART OF THE SW 1/4 OF SECTION 30
T.7N., R.6E., CITY OF SWARTZ CREEK, GENESEE COUNTY, MICHIGAN
PARCEL ID# 58-30-300-003

SCALE
H:1"=200'
SHEET
1
OF 2



DATE: 07-14-2021 CLIENT: CITY OF SWARTZ CREEK JOB #: 4023-19-0060
34000 Plymouth Road | Livonia, MI 48150 | P (734) 522-6711 | F (734) 522-6427 | WWW.OHM-ADVISORS.COM

PATHWAY EASEMENT DESCRIPTION

Exhibit "A"

PARCEL DESCRIPTION (58-30-300-003) (PER GENESEE COUNTY TAX ROLLS)

A parcel of land being a part of the SW 1/4 of Section 30, Town 7 North, Range 6 East, City of Swartz Creek, Genesee County, Michigan, more particularly described as follows:

Beginning 742.50 feet East from the SW corner of said Section 30; thence North to E-W 1/4 line of said Section 30; thence East 308.47 feet; thence S'y to a point on the South line of said Section 30 which is 334.70 feet East of the Point of Beginning; thence West 334.70 feet to the Point of Beginning. Subject to all easements and restrictions of record, if any.

PATHWAY EASEMENT

A pathway easement being a part of the SW 1/4 of Section 30, Town 7 North, Range 6 East, City of Swartz Creek, Genesee County, Michigan, more particularly described as follows:

Commencing at SW corner of said Section 30; thence N 88°33'39" E 742.50 feet along the South line of said Section 30; thence N 01°11'21" W 33.0 feet; thence N 88°33'39" E 5.06 feet along the North right of way line of Bristol Road to the Point of Beginning; thence N 01°11'05" W 76.22 feet; thence N 00°07'34" E 433.81 feet; thence N 01°20'25" W 774.53 feet; thence N 01°05'30" W 355.71 feet; thence N 01°30'13" W 382.44 feet; thence S 88°48'55" W 11.48 feet; thence N 01°11'21" W 22.0 feet along the West line of said property; thence N 88°48'55" E 33.36 feet; thence S 01°30'13" E 404.40 feet; thence S 01°05'30" E 355.75 feet; thence S 01°20'25" E 774.76 feet; thence S 00°07'34" W 433.84 feet; thence S 01°11'05" E 58.72 feet; thence N 88°34'44" E 307.15 feet; thence S 01°44'54" E 17.05 feet along the East line of said property; thence S 88°33'39" W 329.32 feet along the North right of way line of Bristol Road to the Point of Beginning.

Contains 50,490 square feet or 1.159 acres of land, more or less. Subject to all easements and restrictions of record, if any.

PATHWAY EASEMENT PART OF THE SW 1/4 OF SECTION 30 T.7N., R.6E., CITY OF SWARTZ CREEK, GENESEE COUNTY, MICHIGAN PARCEL ID# 58-30-300-003		SCALE 1"=200'
		SHEET 2 OF 2
DATE: 07-14-2021	CLIENT: CITY OF SWARTZ CREEK	JOB # 4023-19-0060
34000 Plymouth Road Livonia, MI 48150 P (734) 522-6711 F (734) 522-6427 WWW.OHM-ADVISORS.COM		
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VALUATION STATEMENT

Updated 12-17-2018

Property Owner(s): Swartz Creek Community Schools

Address: 8331 Cappy Lane
 Swartz Creek, MI 48473

Area to be acquired:	<u>23,435</u>		square feet
Price per square foot	x \$ <u>0.11</u>		
Total	\$ <u>2,575.00</u>		Fee (Permanent)
	x 50% \$ <u>1,287.50</u>		Easement (Permanent)
	x 10% \$ _____		Grading Permit (Temporary)
Just Compensation	\$ <u>1,287.50</u>		

ADDITIONAL INFORMATION:

Pathway improvements required for the project is of mutual benefit to property owner and municipality, due to the construction of the pathway. Donation of a Permanent Easement is requested.

PROJECT Safe Routes to School	PARCEL 58-02-200-001	NAME Swartz Creek Community Schools
----------------------------------	-------------------------	---

DONATION

to

LOCAL PUBLIC AGENCY (LPA)

This information is required by the LPA in order for a property owner to donate property.
Updated 12-17-2018

Property Owner(s): Swartz Creek Community Schools

Address: 8331 Cappy Lane

Swartz Creek, MI 48473

Right(s) to be acquired: Fee (Total Take)
 Fee (Partial Take)
 Easement (Permanent)
 Permit (Temporary)

Just Compensation \$ 1,287.50

Just Compensation Market Study and/or Valuation Analysis
determined by: Appraisal by 3rd party

The undersigned owner(s) of the subject property identified below agrees with the following statements:

- I/We have been informed and fully understand that I/we have the right to receive just compensation for the subject property.
- I/We have been informed and fully understand that by signing this document, I/we are agreeing to donate the subject property in lieu of just compensation.
- I/We agree that the decision to donate the subject property was made without undue influences or coercive action of any nature.
- I/We agree to donate the subject property in lieu of compensation.

Owner's Signature: _____ Date: _____

Owner's Signature: _____ Date: _____

LPA APPROVAL: _____ Date: _____

JOB NUMBER Safe Routes to School	PARCEL 58-02-200-001	NAME Swartz Creek Community Schools
-------------------------------------	-------------------------	---

PERMANENT EASEMENT FOR SHARED USE PATH

KNOW ALL MEN BY THESE PRESENTS, that the grantors: Benjamin Mainka, on behalf of Swartz Creek Community Schools, whose address is 8331 Cappy Lane (hereinafter referred to as "Grantor"), being the title holder to the following described parcel of land to wit:

Description of Parcel: **A parcel of land being a part of the N 1/2 of Section 2, Town 6 North, Range S East, City of Swartz Creek, Genesee County, Michigan, more particularly described as follows:**

Beginning at the SW corner of NW 1/4 of the NE 1/4 of said Section 2; thence S 89°30'00" E 1252.14 feet; thence N 00°52'00" W 328.77 feet; thence S 78°08'00" W 1263.33 feet; thence North 246.25 feet; thence S 88°55'08" W 365.80 feet; thence S 01°04'20" E 136.55 feet; thence S 11°38'04" W 61.51 feet; thence S 01°04'20" E 233.45 feet; thence N 56°05'40" E 104.43 feet; thence S 3°54'20" E 53.84 feet; thence N 56°05'40" E 205.27 feet; thence N 86°50'40" E to N & S 1/4 line of said Section 2; thence South to the Point of Beginning. Subject to all easements and restrictions of record, if any.

Tax Identification Number: **58-02-200-001**

for and in consideration of One Thousand Two Hundred Eighty Seven Dollars and Fifty Cents (\$1,287.50), receipt of which is hereby acknowledged, does hereby grant and convey to the City of Swartz Creek, a Michigan Municipal Corporation, whose address is 8083 Civic Drive, Swartz Creek MI. 48473 (hereinafter referred to as "Grantee"), a perpetual easement for the installation of a shared use path over, upon, across, in, through, and under the following described real property to wit:

Description of Parcel: **A 22 foot pathway easement being a part of the N 1/2 of Section 2, Town 6 North, Range S East, City of Swartz Creek, Genesee County, Michigan, more particularly described as follows:**

Commencing at the SW corner of NW 1/4 of the NE 1/4 of said Section 2; thence S 89°30'00" E 1252.14 feet; thence N 00°52'00" W 306.36 feet to the Point of Beginning; thence 3.77 feet along a curve to the left, radius 54.0 feet, delta 04°00'06", chord bears S 80°08'03" W 3.77 feet; thence S 78°08'00" W 791.20 feet; thence 21.55 feet along a curve to the left, radius 54.0 feet, delta 22°51'41", chord bears S 66°42'10" W 21.40 feet; thence S 55° 16'19" W 65.14 feet; thence 29.85 feet along a curve to the right, radius 76.0 feet, delta 22°30'00", chord bears S 66°31'19" W 29.65 feet; thence S 77°46'19" W 43.24 feet; thence 18.62 feet along a curve to the right, radius 76.0 feet, delta 14°02'19", chord bears S 84°47'29" W 18.58 feet; thence N 88°11'22" W 91.86 feet; thence N 05°20'19" E 22.04 feet; thence S 88°11'22" E 90.40 feet; thence 13.23 feet along a curve to the left, radius 54.0 feet, delta 14°02'19", chord bears N 84°47'29" E 13.20 feet; thence N 77°46'19" E 43.24 feet; thence 21.21 feet along a curve to the left, radius 54.0 feet, delta 22°30'00", chord bears N 66°31'19" E 21.07 feet; thence N 55°16'19" E 65.14 feet; thence 30.32 feet along a curve to the right, radius 76.0 feet, delta 22°51'41", chord bears N 66°42'10" E 30.12 feet; thence N 78°08'00" E 790.90 feet; thence 8.40 feet along a curve to the right, radius 76.0 feet, delta 06°20'03", chord bears N 81°09'01" E 8.40 feet; thence S 00°52'00" E 22.12 feet to the Point of Beginning.

Contains 23,435 square feet or 0.538 acres of land, more or less. Subject to all easements and restrictions of record, if any.

PROJECT Safe Routes to School	
PARCEL 58-02-200-001 City Council Packet	NAME Swartz Creek Community Schools August 9, 2021

and to enter upon sufficient land adjacent to said shared use path for the purpose of exercising the rights a privileges granted herein.

Grantee may install, repair, maintain shared used path and all associated material thereto, within the easement herein granted as shown in the attached drawing.

The premises so disturbed by reason of the exercise of any of the foregoing powers, rights, and privileges, shall be reasonably restored to its prior condition by Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned Grantors have affixed _____ signature this _____ day of _____, A.D., 2020

WITNESSES:

Benjamin Manka

Witness Signature

By: _____
Signature

Printed Name

Its: _____
Printed name & Title

Witness Signature

By: _____
Signature

Printed Name

Its: _____
Printed name & Title

PROJECT Safe Routes to School	
PARCEL 58-02-200-004 City Council Packet	NAME Swartz Creek Community Schools August 9, 2021

Notary Public, State of _____ County of _____ (Commission)

The foregoing instrument was acknowledged before me in _____ County, this
Acting in the County of

_____ day of _____, 20____ by _____
Name of Grantor(s)

_____ My Commission Expires on _____
NOTARY PUBLIC –

Drafted by:

City of Swartz Creek

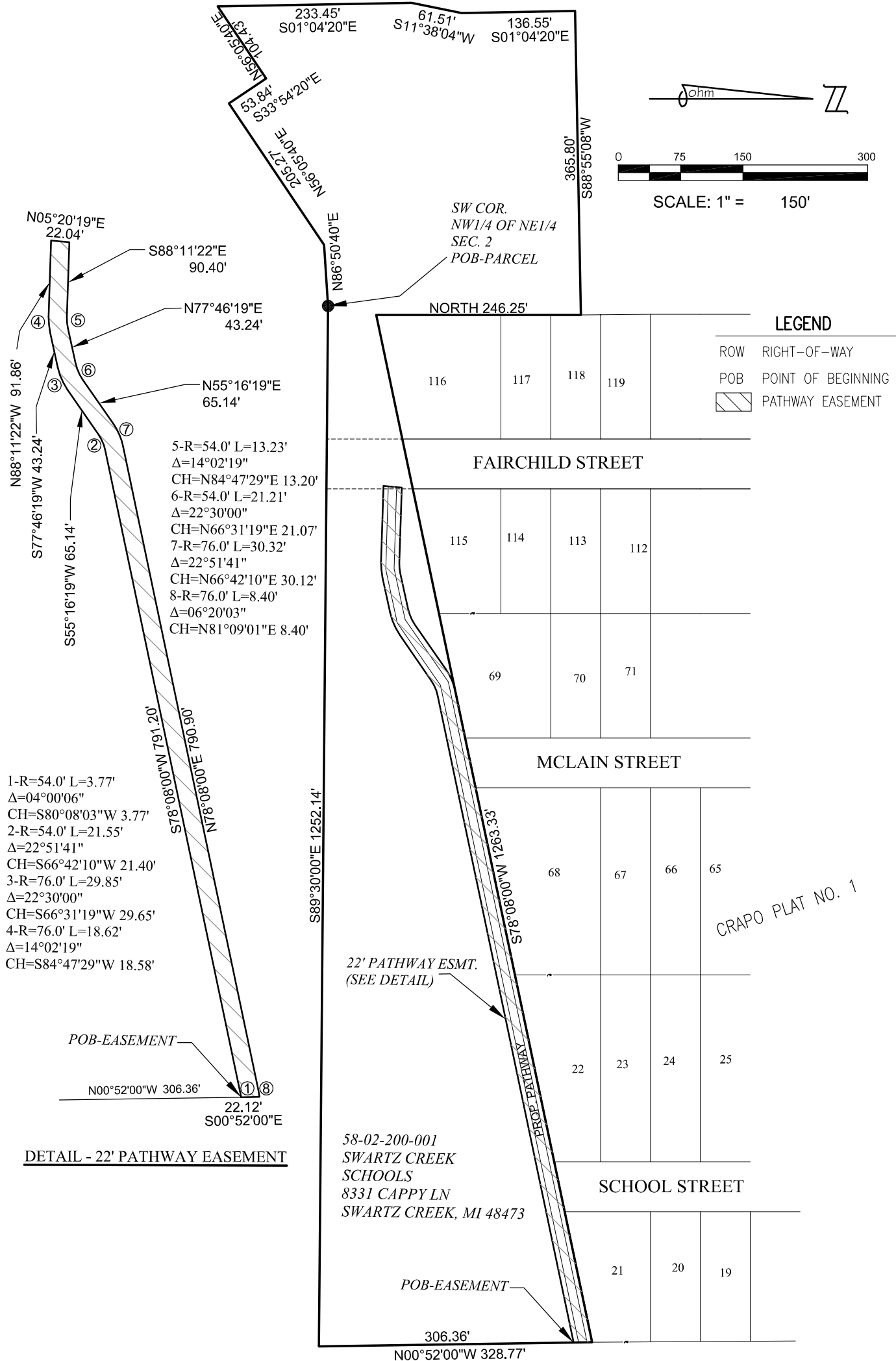
When recorded return to:

City of Swartz Creek

PROJECT Safe Routes to School	
PARCEL 58-02-200-014	NAME Swartz Creek Community Schools

PATHWAY EASEMENT SKETCH

Exhibit "A"



PATHWAY EASEMENT

PART OF THE N 1/2 OF SECTION 2
 T.6N., R.5E., CITY OF SWARTZ CREEK, GENESEE COUNTY, MICHIGAN
PARCEL ID# 58-02-200-001

SCALE
 H:1"=150'
SHEET 1
 OF 2



DATE: 06-24-2021 CLIENT: CITY OF SWARTZ CREEK JOB #: 4023-19-0060
 34000 Plymouth Road | Livonia, MI 48150 | P (734) 522-6711 | F (734) 522-6427 | WWW.OHM-ADVISORS.COM

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PATHWAY EASEMENT DESCRIPTION

Exhibit "A"

PARCEL DESCRIPTION (58-02-200-001) (PER GENESEE COUNTY TAX ROLLS)

A parcel of land being a part of the N 1/2 of Section 2, Town 6 North, Range 5 East, City of Swartz Creek, Genesee County, Michigan, more particularly described as follows:


Beginning at the SW corner of NW 1/4 of the NE 1/4 of said Section 2; thence S 89°30'00" E 1252.14 feet; thence N 00°52'00" W 328.77 feet; thence S 78°08'00" W 1263.33 feet; thence North 246.25 feet; thence S 88°55'08" W 365.80 feet; thence S 01°04'20" E 136.55 feet; thence S 11°38'04" W 61.51 feet; thence S 01°04'20" E 233.45 feet; thence N 56°05'40" E 104.43 feet; thence S 33°54'20" E 53.84 feet; thence N 56°05'40" E 205.27 feet; thence N 86°50'40" E to N & S 1/4 line of said Section 2; thence South to the Point of Beginning. Subject to all easements and restrictions of record, if any.

PATHWAY EASEMENT

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PATHWAY EASEMENT		SCALE 1"=150'	
PART OF THE N 1/2 OF SECTION 2 T.6N., R.5E., CITY OF SWARTZ CREEK, GENESEE COUNTY, MICHIGAN PARCEL ID# 58-02-200-001		SHEET 2 OF 2	
DATE: 06-24-2021	CLIENT: CITY OF SWARTZ CREEK	JOB # 4023-19-0060	
34000 Plymouth Road Livonia, MI 48150 P (734) 522-6711 F (734) 522-6427 WWW.OHM-ADVISORS.COM			
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8 7 6 5 4 3 2 1



**Optional Swing Gate
Barrier Receiver
Post - 14030R**

- Height: 6 ft.
- Galvanized Steel
- Diameter: 3 in. [2 7/8 in. OD]
- 1 3/8 in. Eye-Lock Loop



**Optional Barrier
Arm Gate & Post
Safety Tape Kit**

- Thickness: 8 Mil.
- MUTCD Compliant
- Red/White & Yellow
- Increases Visibility

Single Gate Models:	Double Gate Models:
14010-10 10 ft.	14020-20 20 ft.
14010-12 12 ft.	14020-24 24 ft.
14010-14 14 ft.	14020-28 28 ft.
14010-15 15 ft.	14020-30 30 ft.
14010-16 16 ft.	14020-32 32 ft.
14010-20 20 ft.	14020-40 40 ft.

D

D

C

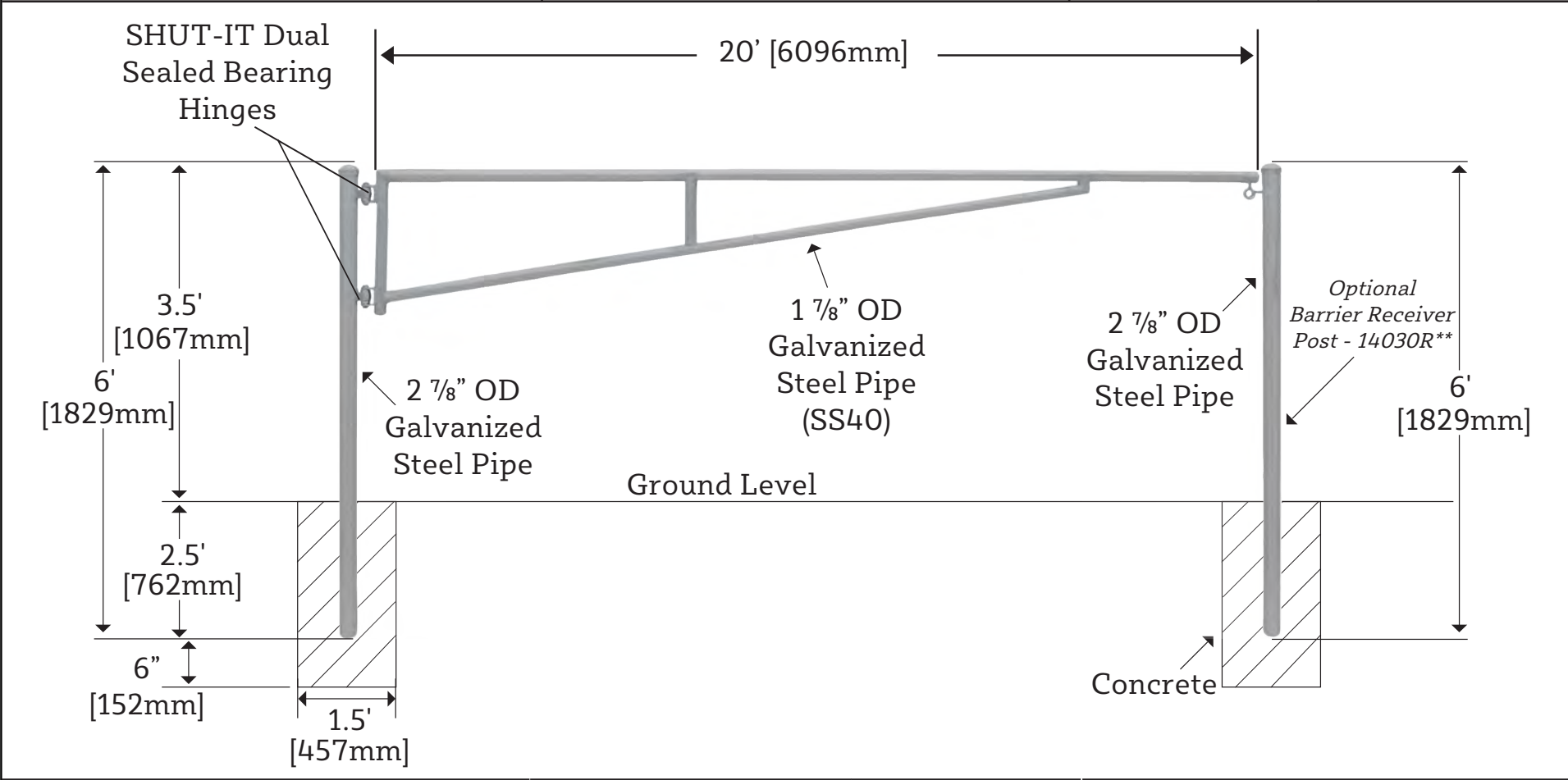
C

B

B

A

A



Contact Information:	Manufacturer:	Part Number:	Product Description:	Product Specifications:
Web: www.TigerTeethStore.com Phone: (800) 878-7829 Email: Sales@TigerTeethStore.com	Barrier Gate Brands™	14010-20	SENTINEL 20 ft. Manual Swing Barrier Gate	<ul style="list-style-type: none"> • Width: 20 ft. • Material: Galvanized Steel • Installation Type: In-Ground • Barrier Gate Type: Manual Single Swing Gate

8 7 6 5 4 3 2 1