

**City of Swartz Creek  
AGENDA**

**Regular Council Meeting, Monday, December 6, 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 November 22, 2021 MOTION Pg. 37
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. 47  
6C. Genesee County Sewer Rate Notice Pg. 70  
6D. FOG Ordinance Summary (full mark up available on request) Pg. 73  
6E. Proposed Metro Police Interlocal Agreement Amendments Pg. 74  
6F. Proposed Service Agreement for Genesee County Pictometry Pg. 81
7. **MEETING OPENED TO THE PUBLIC:**  
7A. General Public Comments
8. **COUNCIL BUSINESS:**  
8A. Interlocal Agreement Amendments RESO Pg. 26  
8B. Utility Rates DISCUSSION  
8C. Sewer Ordinance Amendments RESO Pg. 28  
8D. Appointments RESO Pg. 34  
8E. Pictometry Service Agreement RESO Pg. 35
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION Pg. 36

**Next Month Calendar**

Planning Commission:	Tuesday, December 7, 2021, 7:00 p.m., PDBMB (Cancelled)
Downtown Development Authority:	Thursday, December 9, 2021, 6:00 p.m., PDBMB (Cancelled)
City Council:	Monday, December 13, 2021, 6:00 p.m., PDBMB
Metro Police Board:	Wednesday, December 15, 2021, 10:00 a.m., Metro HQ
Zoning Board of Appeals:	Wednesday, December 15, 2021, 6:00 p.m., PDBMB
Fire Board:	Monday, December 20, 2021, 6:00 p.m., Public Safety Building
Planning Commission:	Tuesday, January 4, 2022, 7:00 p.m., PDBMB
Park Board:	Wednesday, January 5, 2022, 5:30 p.m., PDBMB
City Council:	Monday, January 10, 2022, 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, DECEMBER 6, 2021, 7:00 P.M.**

The regular virtual meeting of the City of Swartz Creek city council is scheduled for **December 6, 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](https://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 (DTMF) 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: December 6, 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/j/kz4Jb4etg>**

**If you have any further questions or concern, please contact 810-429-2766 or email [colger@cityofswartzcreek.org](mailto: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, December 6, 2021 - 7:00 P.M.

**TO:** *Honorable Mayor, Mayor Pro-Tem & Council Members*  
**FROM:** Adam Zettel, City Manager  
**DATE:** December 1, 2021

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

- ✓ **MICHIGAN TAX TRIBUNAL APPEALS** (*No Change of Status*)  
The city approved the appraisal for the Meijer Store, and our service provider is already at work. The firm that the city retained has testified successfully against Meijer for the City of Flat Rock. I am hopeful we can get an outright win, petition withdrawal, or very favorable negotiation.

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

We continue with an appraisal of Family Farm and Home. This is for an appeal filed last year.

- ✓ **STREETS** (*See Individual Category*)
  - ✓ **2020-2023 TRAFFIC IMPROVEMENT PROGRAM (TIP)** (*Update*)  
Applications for the next round of TIP have been submitted for Seymour and Miller (Morrish to N. Seymour). All major streets are eligible, but these are in the worst shape, by far. They are also the most likely to be awarded, since the points are largely based on condition, traffic counts, and multi-modal function (e.g. bike lanes). With resolutions of support submitted, we await the awards.

The previous report follows:

Morrish Road is slated for 2022 federal funding. Note that the total scope of the project is around \$843,660, with 25% being the city's contribution (\$214,625). The city has committed the match portion to this project, which is 75-25. However, the federal allocation is capped at 75% of the original estimate, making the maximum federal reimbursement \$629,035. After three years and some project change orders, we are seeing an engineer's estimate that is \$1.1M prior to payment for construction engineering, which would add another \$150,000.

This is creating some obvious heartburn. The local match on this could easily balloon to 50%, which would place a tremendous strain on our road resources. We are working to reduce the project scope, as well as to seek a TIP amendment to increase this amount.

The project is slated to be complete in 2022. 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 are also including a mid-block crossing at Apple Creek Station.

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 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.*

Paving is done for the year, and not a moment too soon. Some restoration will occur in the spring, and lighting will require some work on Consumers Energy's end. Otherwise, we are in good shape!

OHM is preparing preliminary engineering for the remainder of Winchester Village and Winchester Woods. This is a very large scope of work. If we were not pursuing the USDA phase II, we would likely engineer a single street, perhaps Greenleaf. However, with the USDA funding prospect, it is possible that we will have a much larger scope of work to complete in the two year performance period.

We will report the status of the USDA grant so that we can better plan for future projects.

✓ **BRIDGE WORK** (*No Change of Status*)

We met with the MDOT representative and the city's bridge engineers (Rowe PSC) to go over our bridge inspection file in mid-September. This was an informal audit, and everything went well. During the process, I learned that there may be 95% match maintenance funds available for the bridge decks. This could be timely for us. With the understanding that cooperation is key to awards, I have asked Rowe

to coordinate with the county or other agencies to create a work package. I hope to have something before the council soon. However, like with the TIP, work would be years out.

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

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

A large lining program has been approved. This will finish up with most of downtown and include Miller, from Elms to Morrish. The project is expected to commence in January.

We held off on cleaning and inspections for future lining projects for the time being. When we consider our recent discussions regarding a jetting truck, it might be best to consider these only after we know if we are to do them in-house or with a contractor. Note that we are still looking at costs for in-house vs contracted cleaning. See the “sewer truck” section below for details.

✓ **WATER MAIN REPLACEMENT - USDA** *(No Change of Status)*

The west Miller, Morrish, Bristol Road, and Village segments are complete. The contractor 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. Note that we seek preliminary engineering for the streets at this meeting (not water main at this time).

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 of Status*)

The water reliability study has been submitted to the state. They are reviewing the document and will provide feedback, if needed. Once finalized, we can integrate the findings into the city capital improvement plan.

✓ **UTILITY BILLING CREDIT CARD USAGE AND RATES** (*Business Item*)

With the county rates for sewer going into effect immediately (January), we must make a rate adjustment (see New Business). With that said, now would be the time to adjust the water and sewer rates to accommodate credit card fees, if that is the direction council wishes to go.

I am putting utility rates on for discussion only so we can deliberate on this. Once we know what adjustments are sought, I can bring back specific rates to consider that will accomplish this. If the city is to cover credit card charges, I recommend an increase to the water and sewer rates of \$20,000 a year, as prorated to water and sewer in their respective proportions of total revenue (63.5% water to 36.5% sewer). This would add about 0.6% to the average bill.

The previous report follows:

We have some good news. Credit card usage for the city has surpassed 15%, which is a great industry benchmark. We expect we can get this to go even higher. As of writing, we expect this to reduce our in-person interactions by about 1,200+ each year. It is also certainly responsible for reductions in user late fees, overdue billing administrative time, and shut offs.

The downside is that the cost to customers is about \$10,000 each year in credit card fees, aggregated over all users for the year. This is certainly not helping us achieve greater usage. We wish to have the council consider budgeting \$20,000 each year for fees. If the city picked up this charge, the hope is we would double credit usage and achieve about 1/3 credit card usage. This charge would be less than 1% of revenues and would greatly reduce our in-person customer service and overdue bill efforts. While the city would not reap \$20,000 in offset savings, we would have another customer service tool at our disposal that most do not.

Lastly, there are rumors of a strategic sewer rate increase from the county. We have not gotten one of these in a while. There is no word on whether we will see one or in what amount at this time. We should be prepared to pass this along if implemented. Concerning water, there is cause to consider an inflationary increase in the near future to cover our expenses, especially if the council is agreeable to covering credit card fees.

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

The last of the lots acquired prior to the special assessment have been sold. The city also has two more lots that were acquired through the tax reversion process. There is 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.

Though the city cannot retain funds in addition to expenses for these lots, we are still expected to sell them at market value. Listings in Heritage for vacant units are \$10,000-\$12,000, and none of them are moving. I propose a price of \$10,000 for each lot. If there is no objection, I will bring this back to the council for the first step of the sale process.

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

The fall newsletter was distributed in October. Winter will be upon us shortly. Let me know if you have ideas!

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

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

1. The city has been recommended for funding through the **DNR Trust funds for 2021 construction of the Genesee Valley Trail**. We expect a grant agreement soon. The MDOT grant is conditionally awarded, with conditions being nearly fulfilled. We hoped to combine this with the Safe Routes to School initiative for 2022 construction. As of writing the SRTS project appears to be a 2023 project.
2. The **raceway owner is still considering racing**. The state has more bills in the works. We should know something soon. As a backup plan, the owner will be looking to repurpose the site and cooperate with our master plan process. For now, they have a temporary zoning permit to store surplus vehicles for GM. See details below.
3. **(Update)** There is no longer a purchase option for **Mary Crapo**. At this point, the future of the site is unclear. The school will be looking into this. I will certainly stay involved so I can relay information to the council. The concept for senior housing made sense, but that may not be practical right now. While some in the community believe this could be a city park, my knee-jerk reaction is that we cannot afford to take on another asset, either to improve it or maintain it.
4. The **school bond** passed and many improvements have occurred and many are expected throughout the district. Total investment for this effort will exceed \$50 million over two to three years. The improvements so far are very impressive, especially what is occurring at the middle and high schools. The

project is likely to result in another access to Cappy Lane for the high school. 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. **(Update) Street repair in 2021** is done! The contractor is currently working on a section of water main on Miller Road to replace yet this year, between Raubinger and Elms.
6. The **Apple Creek Station** development of 48 townhomes is on hold due to construction material availability and cost. They continue to seek final review by the county. If there is no change in status by the end of the year, we will remove this from future reports. 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.
7. The **Brewer Condo Project** is proceeding with building construction at this phase. The project includes 15 townhome condos off Morrish Road in downtown. They are approximately 1,750 square feet, with two car garages and basements. Not everyone is a fan, but we believe it will be a positive addition to the downtown in the long run.
8. The next **Springbrook East** phase is under construction. They have pulled many home permits. There is currently an issue with a home that is under construction, with said home being placed outside the building footprint. A hearing on the variance was held on October 20<sup>th</sup>, and all dimensional variances were approved. We are requiring staking of all building footprint and foundation walls prior to commencement.

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

We are making great progress affirming easements with the MDOT. They have some procedural requirements for easement acquisition that are very different for current projects, as well as past projects. Our project is being caught in the transition period, and it is not obvious to MDOT that all the boxes are checked. This is delaying us and is requiring appraisal work for some SRTS parcels and TAP parcels alike. 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.

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** *(No Change of Status)*

We are working on the four easements that are required for this project. Two have been signed already (school and Kincaid Apartments). The Kincaid fairground parcel easement has been approved by council and is awaiting execution. We continue to communicate with the farmers on Bristol Road by Elms Elementary (Jaworsky). We are

conducting an appraisal for Jaworsky, as required by MDOT, but this should result in an agreeable purchase for the city council to consider.

I do not recommend we proceed with the condemnation proceedings for any of the remaining properties at this point. I will monitor our progress and report back to the city council.

Preliminary engineering is underway. This project is likely to be done in 2022, or 2023. There is still a chance that this will be combined with the TAP/DNR project.

This is a substantial grant for another \$650,000+ 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** *(Update)*

We submitted a grant on behalf of a new downtown business (Burrito Bros) for the MEDC Match on Main grant. We hope this is awarded and will result in up to \$25,000 for investments in their downtown location (former Daves)! If so, we expect to activate the outdoor dining area! We should know if this is successful by December.

In addition, this business is considering applying for the Redevelopment Liquor License. I strongly encourage the city support this. If needed, our community would need to establish a district and deliver a resolution of support. This could be required very soon.

The master plan is proceeding, and the city received the funds in September 2021, to assist with this (\$30,000). The MEDC continues to offer much in-kind support to our efforts.

Our community needs to find specific projects 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/>

Perhaps Otterburn Park would be a good place to start, if nothing downtown presents itself.

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

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. Since there were no objections at the first August meeting, I have ordered staff to clear the site of the fire pit and other features not belonging to the city. We will get to it when we can.

✓ **8002 MILLER (Update)**

The tenant has agreed to be out by January 5, 2022. The city's attorney has integrated this into a consent judgement, as accepted by the court at the November 30 hearing. The condition of her vacating voluntarily is that the city will not seek back rent or attorney fees. An additional payment of \$1,000 is owed, outside of the lease agreement, to be granted the time to vacate. I believe this is a reasonable outcome.

✓ **CDBG (No Change of Status)**

Applications were submitted for the 2022-2024 cycle which will go towards senior services and new downtown residential neighborhood sidewalks. We signed updated agreements to receive and use this funds on September 2<sup>nd</sup>. Work will be in 2023 for the downtown sidewalks though.

✓ **GIS MAPS (No Change of Status)**

We are looking at activating our GIS by further auditing the data and creating 'widgets' to help us with specific tasks. The widgets would be applications that are made specifically to perform and track tasks, such as hydrant flushing, valve turning, and sewer cleaning. These applications will serve as a depository for GIS information on the asset, its current status, and future management. Depending on the scope of work, we may bring some of the proposals for application creation to the city council.

As of writing, we learned that we may be able to inventory our assets at an even lower price, enabling us to inventory sidewalk, traffic signs, and right-of-way trees. With the ability to tie these assets to our work order system, we may be able to construct and use one of the most advanced GIS/work order systems in the region. This would help us tremendously in our ability to conduct long term maintenance and capital improvement planning.

✓ **DISC GOLF (No Change of Status)**

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 has been working hard to place holes for baskets, clear fairways, and raise funds. They have been out there doing some very intense volunteering in October.

✓ **MASTER PLAN UPDATE (Update)**

CIB, in conjunction with Smith Group, are working on the Master Plan/DDA Plan. The planning commission, along with the steering committee and focus group, have made a lot of progress on the design guidelines and downtown subarea plans. There should be a composite draft of the master plan, including vision, goals, and objectives for the January meeting. I do not have anything at this point.

The Planning Commission is the forum for most of the review, with the DDA invited to participate in all PC meetings. All city officials are encouraged to take a very active role in this process. 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*)

The owner is holding some degree of hope for new legislation to enable racing. However, they continue to proceed with reuse. 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.

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

We updated our list of funding ideas for ARPA funds based upon input received. The U.S. Department of Treasury has extended the reporting deadline for the Project and Expenditures Report from October of this year to April 30, 2022. As noted, I think we can easily fill this list up with COVID related matters and deferred maintenance projects that can be funded through the revenue loss component of ARPA.

MAKE NO MISTAKE, THIS MONEY WILL NOT GO FAR! Our community is ahead of most in terms of basic infrastructure and maintenance. However, planned investments



in our existing capital improvement plan and deferred maintenance will chew through this very rapidly. Especially when considering the funding demands that are forthcoming for fire equipment, potential overages in streets/trails, and inflationary costs.

With that said, we still should include every essential or potential expenditure on the list so that the prioritization and options remain on the table in future years. We definitely have some things to do sooner than later, but the funds will be with us for many fiscal years to come.

The previous report follows:

It appears that our community will be receiving about ~\$550,000 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.

✓ **PAVILION COMMITMENT (Update)**

The city council has committed to installing a pavilion at Otterburn Park, including a commitment of \$20,000. I have reached out to four area builders about the creation of a concept and pricing thereof. One was initially helpful, but they have been non-communicative lately. I have gotten an initial response from a couple others, but there has been no follow up. Most recently, J.W. Morgan has agreed to sit down with the family and myself.

It appears there is basic agreement on an initial concept, which is to be a 30x40 slab with a pole barn style pavilion. No restrooms, power, or other features are included at this time. The contractor is going to scope a pavilion that resembles one that they constructed at Elms Elementary.

With current pricing, we will use this as a starting point to finalize a concept with the park board. Once complete, fundraising can begin. At this point, the family feels some pressure on the matter, especially during the holiday season, and they would like to ease up on the pace a bit. This is perfectly acceptable to us. It simply means that 2022 may be more of a fundraising year than an early construction year. Given our status at Otterburn, this works out well.

The park board is still taking the lead on this, with close input by Jentery's family. I will keep the council informed.

✓ **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.

✓ **SECURITY CAMERAS** *(No Change of Status)*

We are looking at pricing to run conduit in the park. This will have the benefit of providing power (potentially) to additional pavilions. It is also essential if we are to power cameras and provide a feed to the recording device. Once complete, we can better plan for a security system.

✓ **SEWER TRUCK** *(No Change of Status)*

We have some initial cost-benefit analysis done. However, we are not sold on a recommendation yet.

We have looked at five years' worth of contracted jetting services (non-routine). These average \$3,325 a year. Based upon the proposed cleaning/jetting price for routine services, we are pricing \$76,507 a year (25,502 lineal feet at year at \$3.25/ft.). Lastly, we are estimating a conservative \$40,000 for storm sewer cleaning (lineal feet and catch basin count is yet unknown). In total, this equates to \$119,832 per year.

We estimate our equipment purchase price to be ~\$45,000 per year (accounting for purchase and resale). This leaves \$74,832 for labor, fuel, disposal fees, and miscellaneous expenses. Assuming an \$80/hour equipment operation and labor charge for a single operator, we have about 935 labor hours included in that cost (about half a full time employee or a crew of two for four months).

These are very conceptual numbers, but they put us in a reasonable place in my opinion. None of these calculations include the potential for contracted use in other communities, use of the hydro excavator, or training.

Again, there is no recommendation from staff at this point, but we are very interested to hear what council members think of the concept as it is shaping up. The previous report follows:

In an effort to ensure great sewer reliability and long term asset management, Mr. Bincsik has been weighing the benefit of purchasing a sewer jetting truck. Having such a piece of equipment will eliminate our need to rely on third party contractors during after-hour sewer backups, a tenuous proposition these days.

The purchase will also enable us to conduct our own main line jetting program. This is something we absolutely cannot do at this time without large scale contracted services.

Even then, we are lucky to clear each main line every 10 years. With our own piece of equipment, we would look to clear each main line every 3-5 years, with problem areas addressed every year or so (Miller and Elms).

The cost is substantial (~\$450,000), but it will reduce our need to contract with private sewer cleaning companies. Most importantly, it will enable our own crews to respond to emergencies involving the sanitary and storm sewer system. We will certainly see a reduction in contracted jetting services, but I expect no overall savings when weighed against the purchase. However, we still recommend looking at this option, since the goal is to enhance our services. The sewer fund IS in a position to cover the purchase and operating costs.

Another benefit is that this will bring high-level work back 'in-house'. This will enable us to supply more labor hours to the DPW in general, thereby offsetting the cost of an additional labor position. This is something we have been working towards for some time to have a larger scale of operations throughout the year.

At any rate, we are only including this narrative, an email price quote, and some images at this time. If there is an appetite to move in this direction, we can indicate our interest and bring back a formal proposal or set of proposals for such equipment. Mr. Bincsik may be at our meeting to indicate his preference for this make and model.

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

Compensation is set per the schedule below, as of December 4<sup>th</sup>.

Mayor:	\$94.50 per meeting (\$90 previously)
Council Member:	\$89.25 per meeting (\$85 previously)
Mayor:	\$1,260 per year (\$1200 previously)
Council Member:	\$630 per year (\$600 previously)

This section will be removed from future reports.

✓ **METRO POLICE BUDGET (Update)**

The labor agreements and metro police budget were approved at the board meeting of November 24<sup>th</sup>. After making initial inquiries at the October meeting, the finance staff of Metro were able to affirm that compensation time and longevity were not included in Final Average Compensation. These findings make the budget much more reflective of current estimates and much more manageable.

While the outcome in this case was more favorable than expected, the process still needs some adjustment. More integration of member communities in contract negotiation and budgeting is needed to smooth the process and ensure outcomes remain favorable. See New Business regarding proposed changes to the interlocal agreement that will enable such changes.

✓ **CENSUS REDISTRICTING (No Change of Status)**

As census numbers come in, we are seeing redistricting for the state senate, state house, and county board of commissioners. There is also redistricting for the US House. At this

point, we may see a conflict with our current county commissioner. I will provide all of the final maps and corresponding offices when they are done.

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

✓ **MONTHLY REPORTS** *(Update)*

We have routine departmental reports for review.

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

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

The Planning Commission met on November 2, 2021. They held a public hearing and further deliberated on a new pond ordinance that will provide a basis for review of ponds as an accessory use. See the Pond Ordinance section below.

The master plan draft is still in progress. As such, there was not a review at this meeting. Attendance has been an issue this fall for members of the commission. We only had five of nine for the October meeting. The next meeting is scheduled for December 7<sup>th</sup>.

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

The DDA activity is mostly limited to the master plan, which is no small matter. The master plan is focusing on downtown sub-area plans and design guidelines. While the DDA has not met since August, they are requested to attend to plan drafts and to participate in planning commission meetings. Their next meeting is scheduled for December 9<sup>th</sup>.

✓ **ZONING BOARD OF APPEALS** *(No Change of Status)*

The ZBA met on October 20 to hear a variance related to the construction of a new condominium outside of the building envelope in Springbrook East. There was a fair amount of public attendance. The variance was approved without conditions. There was no business in November. Their next meeting is scheduled for December 15<sup>th</sup>.

✓ **PARKS AND RECREATION COMMISSION** *(Update)*

The Park Board met on December 1<sup>st</sup>. Updates on trails, disc golf, and the pavilion were discussed (see notes above). Gates are due to be installed before Christmas. The port-a-jons are removed, except for the one by the Elms sledding hill.

It was also reported that the Abrams tennis courts can now be removed without repercussions from the DNR, as long as the area remains recreation. This is good news for the repurposing of this site.

Master Plan goals for the park board will be discussed in late winter. The decorating contest winners will be in the December 23<sup>rd</sup> edition of the Swartz Creek View News.

Their next meeting is January 5<sup>th</sup> at the city offices.

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

The Board of Review will meet on December 14<sup>th</sup> at 3pm. This session will hear qualified errors, principal residence exemptions, poverty exemptions and veteran exemptions.

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

I have prepared the council member petition packets and have these available. Both vaults at city hall have been cleaned out and reorganized. They look fantastic, again thanks to our part time staff for all their help. Going forward we will stay on top of the State of Michigan records retention and disposal schedule.

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

Street and water main projects on Oakview and Chelmsford are completed less picking up barricades, planting a couple of trees and the installation of the street lights. Final cleanup of the barricades and tree planting should happen the week of 12/6/2021. Consumers Energy will finish the street lights but I don't have a time frame for completion.

We have had 3 snow events that required salting and/or plowing. We salted and plowed the major roads as needed.

We are expecting to take delivery of the new plow truck sooner than expected due to other municipalities chassis production being delayed at the factory (chip shortages). Our chassis came in on time and they were able to move it up in the schedule for upfitting. We are expecting it to arrive around Christmas as opposed to February. This should prove to be a tremendous help as the older trucks take up a great deal of time to keep up and running.

We are having ongoing conversations about future equipment replacements and funding in our fleet. We are looking at when we can fund and order the next plow truck, 2 pickups and I am still working on purchasing a used bucket lift truck. Knowing the large plow trucks have a lead time of approximately 1 year until delivery (the time maybe increasing due to ongoing supply chain issues) we are trying to coordinate ordering and future funding. The fleet account in the budget continues to grow as we are being more diligent on charging fleet/vehicle use hours across funds as required.

Christmas decorating is ongoing.

✓ **TREASURER UPDATE (Update)**

All Federal and State year-end reports have been submitted. Winter property tax bills should be in mailboxes as of Thursday December 2, 2021. Financial aspects of the fleet management plan are being reviewed with the City Manager and DPS Director on an ongoing basis. Routine operations include, but not limited to, processing property tax payments, daily/weekly/monthly journal entries, bank wires, review/approval of accounts payable invoices, building department permits and rental inspection collections, processing payroll, receipt of tax and utility billing payments, accounting for grants and projects and other financial matters impacting the city.

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

✓ **METRO POLICE INTERLOCAL AGREEMENT AMENDMENTS** (*Business Item*)

As noted above, there has been extraordinary scrutiny applied to the Metro Police Authority labor agreements and 2022 budget. Such measures were taken to ensure the long-term viability of the Metro finances are sustainable. This, of course, protects the city and Township.

In the short term, the results appear manageable. For the long term, the city and township Metro Board Members believe that procedural measures are needed to strengthen communication and financial checks between all future municipal participants and Metro. Myself and Township Administrator, Chad Young, strongly encourage this. We met with the Mayor, Township Supervisor, Chief Bade, and Metro Counsel to consider options.

After a couple rounds of deliberation, we are recommending standing committee support for negotiations and budget preparation. This is the most impactful section of the amendment in my opinion. Representation from the city and township will provide much needed information sharing for these processes.

In addition, the Metro attorney is recommending changes to the virtual meeting process, as required by recent law changes. He is also recommending changes to ad hoc committee voting, the oath of office section, the fiduciary responsibility of the board, and the compensation section of the agreement. None of these result in any meaningful and objective changes, but they are better worded than previous sections in his opinion.

Lastly, to better accommodate various types of succession planning, the chief and board advocated to clarify the duties and hierarchy as it relates to the chief and deputy chief (a currently unfilled position). This adds much needed understanding about how these two positions function as it relates to board authority and the standard chain of command. In the current agreement, it is not clear how the deputy chief position could be hired, supervised, terminated, or otherwise used by the Board and Chief.

The Metro Police Board reviewed these proposed changes at their November Board meeting. Their was unanimously recommended approval by the city and township. I strongly support the changes, as I believe it will strengthen the relationship between the municipalities and the police, as well as ensure the municipal interests remain a priority. A resolution is included. I will see if I can have Mr. Kilby join us via Zoom to better explain some of the provisions I am less familiar with.

✓ **APPOINTMENTS** (*Business Item*)

There are two appointments that are required prior to January. Mr. Barclay and Mrs. Hicks have appointments to the Park Board that expire on December 31, 2021. They are both looking to continue service and both do a great job. A resolution is attached.

✓ **SEWER RATES** (*Business Item*)

As noted above, the county rate increases for sewer noted at the last meeting are imminent, taking effect in January of 2022. Please see the attached rate notice from the county. I see no other option than to pass these along directly. There is also the matter of whether or not to provide for credit/debit card usage fees. These would add

0.6% to the RTS and commodity charges across the board for water and sewer, assuming annual charges of \$20,000, which is double the current usage. Lastly, the council could consider any inflationary increase that seems reasonable, since this is the only time I expect us to change rates for the next year or so.

Certainly, we will need to do a comprehensive rate study once the dust from the USDA projects settles down and we are in a non-investment mode. With that being said, we still see some costs increasing in the interim for the services we provide. However, these are not substantial for water, since the bulk fees paid to the county are not changing this year. With that in mind, something between 0%-2% on water should be considered. Sewer should be fine with passing along the county increases.

The current sewer rates are as follows:

Rates for Quarterly Billings	
Readiness to serve charge (per Residential Equivalent Unit):	\$52.50
Readiness to serve charge (non-metered accounts):	\$124.61
Commodity charge (per 100 cubic feet of water consumed):	\$2.14

Increasing our RTS and commodity to pass along the county rates, will result in the following:

Rates for Quarterly Billings	
Readiness to serve charge (per Residential Equivalent Unit):	\$53.53
Readiness to serve charge (non-metered accounts):	\$130.43
Commodity charge (per 100 cubic feet of water consumed):	\$2.52

Adding the credit fee would at 0.6%, resulting in rates of:

Rates for Quarterly Billings	
Readiness to serve charge (per Residential Equivalent Unit):	\$53.85
Readiness to serve charge (non-metered accounts):	\$131.21
Commodity charge (per 100 cubic feet of water consumed):	\$2.54

Water Rates are as follows, with an increase of 1% in parenthesis. This 1% represents the 0.6% for credit fees and an additional 0.4% for inflation:

**Rates for Quarterly Billings  
RTS Charge by Meter Size**

5/8", 3/4", 1"	\$56.88 (\$57.49)
1.5"	\$227.39 (\$229.66)
2"	\$363.83 (\$367.47)
3"	\$682.18 (\$689.00)
4"	\$1,136.97 (\$1,148.34)
6"	\$2,273.93 (\$2,296.67)

Commodity charge (per 100 cubic feet of water): **\$7.35 (\$7.42)**



If all charges are accumulated for water and sewer (county rates, 0.4% water inflation, and 0.6% credit fees to both water and sewer), the residential quarterly bill for 1,500 cubic feet of water/sewer will increase from \$142.35 to \$149.40. This is an increase of \$7.05 (4.95%). The county increase is, by far, the largest part of this. I think this is very reasonable, given that the county sewer rate should last five or more years. In fact, given general inflation in the economy, we may consider a full 1-2% increase for water as a conservative approach to preserving the rates for the next 12 months.

This is on the agenda for discussion only for the 6<sup>th</sup>. My hope is that deliberation on these three variables leads to a general consensus on what the council wishes to include in the rates. I can then bring back a firm proposal for the 13<sup>th</sup>.

✓ **FATS, OILS, AND GREASE ORDINANCE UPDATES (*Business Item*)**

We are proceeding with identifying commercial businesses that require FOG inspections. These will be limited to churches, municipal buildings, schools, and commercial establishments that have commercial kitchens and/or grease generating operations.

To date, DLZ has provided program expectations, educational materials, and policy guidance. It is on that last point that we have some business to attend to. DLZ has reviewed the city's sewer ordinance. They have some recommendations for changes that will enable the most efficient inspection and enforcement program. The changes generally equate to the addition of three critical definitions related to grease equipment and the '25% percent rule', as well as a section on how these features will be inspected and enforced in the function. There is also an addition pertaining to the storage of grease outdoors (FOG dumpster provisions). Lastly, there is a relabeling of the 'POTW' to 'City' throughout. Their recommendations are included in the packet in a manner that tracks their changes.

I am incorporating their suggestions into an ordinance amendment. A summary is also included. Their markup edition is available upon request. I omitted this because it is 83 pages in length, but it is easier to read and has more context. I expect them to have a representative at our meeting, virtually. Everything looks good on our end, so we recommend proceeding with the ordinance amendment.

✓ **PICTOMETRY SERVICE AGREEMENT (*Business Item*)**

The city participates in the County's "Pictometry" project in order to have access to quality, multi-directional aerial imagery and parcel data. We have done so since 2005. Essentially, the program is high definition GPS aerial photography that is cross set to several other data bases such as parcel maps and FEMA flood plains. We use the heck out of the program in assessing, traffic projects, site plan review, building plan review, general inquiries, forestry, and the list goes on.

The program covers two sets of images over a period of six years, and it includes access to software, databases, and support. For the next cycle, the County desires to take new images in the spring of 2022 (duh... no leaves on the trees) along with a commitment in 2025. The estimated total cost for the City is \$4,437.96 (an increase from \$3,020 in 2014). This is a pro-rated share of nearly \$600,000 in the county, and



our annual cost will be \$739.66. There is a resolution to commit included with tonight's agenda. I recommend we continue with the service.

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

*December Schedule:* The city council meeting of December 13<sup>th</sup> will be at 6pm.

*Christmas Events:* Don't miss the winter market on Saturday, December 4<sup>th</sup> at 3pm in Holland Square, followed by the parade and tree lighting at 6pm.

*Councilmember Fountain:* It appears Councilmember Fountain will be with us through December, but a new councilmember shall need to be appointed in January.

**City of Swartz Creek  
RESOLUTIONS  
Regular Council Meeting, Monday, December 6, 2021, 7:00 P.M.**

**Motion No. 211206-4A**                      **MINUTES – NOVEMBER 22, 2021**

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

**I Move** the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, November 22, 2021, to be circulated and placed on file.

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

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

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

**Motion No. 211206-5A**                      **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 December 6, 2021, to be circulated and placed on file.

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

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

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

**Motion No. 211206-6A**                      **CITY MANAGER’S REPORT**

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

**I Move** the Swartz Creek City Council accept the City Manager’s Report of December 6, 2021, including reports and communications, to be circulated and placed on file.

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

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

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

**Resolution No. 211206-8A**                      **RESOLUTION TO APPROVE VARIOUS AMENDMENTS  
TO THE INTERLOCAL AGREEMENT ESTABLISHING  
THE METRO POLICE AUTHORITY OF GENESEE  
COUNTY**

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

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

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

**WHEREAS**, on December 1, 2018, the Parties entered into Amendment No. 2 to the Interlocal Agreement, which amended Section 3.05 setting forth how the Parties would handle prosecutions and payments from the court;

**WHEREAS**, on January 1, 2019, the Parties entered into Amendment No. 3 to the Interlocal Agreement, which amended Section 3.04 setting forth the central operations building of the Police Authority and how the Parties would handle future buildings of the Police Authority;

**WHEREAS**, on January 1, 2019, the Parties entered into Amendment No. 4 to the Interlocal Agreement, which further amended Section 3.05 setting forth further clarification of how the Parties would handle prosecutions and payments from the court;

**WHEREAS**, on January 1, 2019, the Parties entered into Amendment No. 5 to the Interlocal Agreement, which amended Section 4.02, clarifying the powers of the Police Authority Board;

**WHEREAS**, on January 1, 2019, the Parties entered into Amendment No. 6 to the Interlocal Agreement, which amended Section 4.09, clarifying who appoints the Chief of Police and Deputy Chief of Police of the Police Authority;

**WHEREAS**, on January 1, 2019, the Parties entered into Amendment No. 7 to the Interlocal Agreement, which amended Section 4.10, modifying the duties and responsibilities of the Chief of Police and created duties and responsibilities of the Deputy Chief of Police;

**WHEREAS**, the Michigan Legislature has adopted new legislation regarding the Michigan Open Meetings act, which modifies the current case law regarding remote meetings and participation. The Police Authority Board is requesting Section 4.04 of the Interlocal Agreement be modified to conform to the newly adopted legislation;

**WHEREAS**, representatives of the Police Authority Board feel that the Finance Committee established by Section 4.05 of the Interlocal Agreement is no longer necessary as invoices and accounts payable are emailed to the entire Police Authority Board for review prior to each Police Authority Board meeting;

**WHEREAS**, in an effort to assist the Chief of Police in preparation of the budget, the Police Authority Board is requesting the Township Board and City Council to amend the Interlocal Agreement to include a budget committee and a negotiations committee;

**WHEREAS**, the Police Authority Board is requesting additional language be added to the Interlocal Agreement clarifying that the position of Deputy Chief of Police is

subordinate to the Chief of Police;

**WHEREAS**, the Police Authority Board is requesting additional language be added to the Interlocal Agreement clarifying that any promotion to the position of Lieutenant shall be affirmed by the Police Authority Board;

**WHEREAS**, as the Police Authority Board continues to progress and evaluate how it conducts business of the Police Authority, the Police Authority Board representatives are recommending the following amendments for consideration by the Township Board and the City Council to assist the Police Authority Board in conducting business of the Police Authority in the future;

**NOW, THEREFORE, BE IT RESOLVED**, the Swartz Creek City Council hereby agrees to enter into Amendment #8 of the Interlocal Agreement as included in the City Council Packet of December 6, 2021.

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

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

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

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

**Resolution No. 211206-8C**

**RESOLUTION TO ADOPT ORDINANCE 457, AN ORDINANCE TO AMEND THE CITY'S SEWER ORDINANCE IN ORDER TO PROVIDE ADDITIONAL PROVISIONS FOR THE REGULATION OF FATS, OILS, AND GREASES**

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

**WHEREAS**, the city owns, operates, and maintains a collection system for the transportation of sanitary sewage, and;

**WHEREAS**, sewage collected by the city is transported to the Genesee County Drain Commission – Water and Waste Services Division for treatment, and;

**WHEREAS**, the city has adopted an extensive sewer use ordinance in consultation with the GCDC-WWS in order to accommodate their treatment expectations, state standards, and best practices, and;

**WHEREAS**, the city is now acting on the enforcement of discharged fats, oils, and greases (FOGs) into the collection system.

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

**CITY OF SWARTZ CREEK  
ORDINANCE NO. 457**

An ordinance to amend the Code of Ordinances: Chapter 19, Article III Sewage Disposal

THE CITY OF SWARTZ CREEK ORDAINS:

**Section 1. Addition of Definitions to Section 19.101.2 of the Code of Ordinances.**

The City hereby adds definitions, in alphabetical order, to Section 19.101.2 of the Code of Ordinances:

“25 percent rule” means that the combined depth of oil and grease and other solids (floating and settled) in any chamber of a grease control device shall not be equal or greater than 25 percent of the total operating depth of the grease control device. The operating depth of a grease control device is determined by measuring the internal depth from the water outlet invert elevation to the inside bottom of the grease control device.

“Grease control device” means any grease interceptor, grease trap, or other mechanism, device, or process, which attaches to, or is applied to, wastewater plumbing fixtures, and lines, the purpose of which is to trap, collect, or treat FOG prior to discharge into the sewer system that is collected in food preparation areas, such as restaurants, hotel kitchens, hospitals, bars, school and church cafeterias, and the like.

“Grease interceptor” is commonly associated with kitchen cleaning appliances such as sinks, woks, and any other drains that collect oil and/or grease so as to prevent unreasonable accumulations of oil and/or grease from infiltrating into the sanitary sewer system and otherwise prohibiting the free flow of wastewater within such system. For purposes of this definition, the term "kitchen" shall refer to a food preparation area located other than in a single family dwelling, primarily intended for activities of preparing, serving or otherwise making available for consumption food stuffs, and which are used for one or more of the following preparation activities: washing, trimming or cleaning fish and/or meat, cooking by frying (all methods), baking (all methods), grilling, sautéing, rotisserie cooking, broiling (all methods) boiling, blanching, roasting, toasting, or poaching; also included are infrared heating, searing, barbecuing, and any other food preparation activity that produces a hot, non-drinkable food product in or on a receptacle that requires washing.

**Section 2. Modify Section 19-104.4 of the Code of Ordinances.**

The City hereby removes “and/or the local unit” and replaces it with “the City, or the City’s representative.” within Section 19.104.4 of the Code of Ordinances.

**Section 3. Modify Section 19-105.17 of the Code of Ordinances.**

The City hereby removes Section 19.105.17 in its entirety from the Code of Ordinances and replaces it with the following:

**Sec. 19-105.17. Grease, oil and sand interceptors.**

A grease, oil and sand interceptor (trap) shall be installed and maintained in continuously efficient operating condition at the expense of the property owner when, in the determination of the POTW manager, an interceptor is necessary for the proper handling of liquid wastes containing grease in excessive amounts or any flammable waste, sand, or other harmful ingredient. An interceptor shall be required for every restaurant, fast food outlet, automotive repair shop or garage, car wash, or any other type of establishment or use as determined necessary by the POTW manager and City DPS Director. An interceptor shall not be required for a single-family detached residential or multiple-family residential dwelling unit when used solely for residential living purposes. All interceptors shall be of a type and capacity approved by the POTW manager or City DPS Director, and shall be located so as to be readily and easily accessible for cleaning and inspection. Interceptors shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature, and shall be of substantial construction, watertight, and equipped with easily removable covers which when in place shall be gas-tight and water-tight.

Maintenance of indoor and outdoor grease control devices shall be performed at frequencies necessary to protect the capacity of the sewer system against accumulation of grease and oils, as required by the “25 percent rule” as defined herein. The user shall be responsible for the proper removal and legal disposal of the grease control device waste. All waste removed from each device must be disposed of at a facility permitted to receive such waste. No device pumpage may be discharged to the City sewer system. Maintenance shall include the complete removal of all contents, including floatable materials, wastewater, sludges and solids and jet flushing to remove measurable build-up on tank walls. Top skimming of outdoor grease traps, decanting or back flushing of the grease control device or its wastes for the purpose of reducing the volume to be hauled is prohibited.

These devices shall be installed in compliance with the current Michigan Plumbing Code, as enforced by the City. The City or City DPS Director shall make final determination and approval of a grease control device’s size.

The user shall be responsible for maintaining records and/or manifests as to the dates of service, quantity and waste hauler name at the user’s location for a period of three (3) years, which records shall be subject to review by the City without prior notification.

**Section 4. Add Section 19-105.18 to the Code of Ordinances.**

The City hereby adds a new section, Section 19.105.18 as follows:

**Sec. 19-105.18. Outdoor Storage of Grease.**

Animal or vegetable grease stored by businesses outside of their buildings must be kept in a self-contained, sealed, leak proof grease container which is approved by the City DPS Director or their designee. The container and the area in and around the container must be kept clean. The name and address of the business must be clearly identified on the outside of the container. Any person or business found disposing of FOG in the City sewer system and/or not properly maintaining their grease container(s) shall be guilty of a misdemeanor and shall be responsible for the costs incurred by the City in cleaning up and disposing of the grease.

**Section 5. Modify Section 19-117.1.A of the Code of Ordinances.**

The City hereby removes Section 19-117.1.A in its entirety and replaces it with:

*“A. In general.* The POTW, City, and the City’s representative is authorized to carry out all inspection, surveillance, sampling and monitoring activities and procedures, as necessary to determine, independent of information supplied by users or any other persons, compliance or non-compliance with applicable pretreatment standards and requirements, with this article, and with other applicable laws and regulations. This authority includes, without limitation, the authority:”

within Section 19.117.1.A of the Code of Ordinances.

**Section 6. Modify Section 19-117.1.B of the Code of Ordinances.**

The City hereby removes Section 19-117.1.B in its entirety and replaces it with:

*“B. Right of entry.* The POTW manager and other authorized representatives of the POTW, City or City’s representative bearing proper credentials and identification are authorized to enter a nondomestic user’s premises (and any other user’s premises, as determined necessary by the POTW manager) to conduct inspection, surveillance and monitoring activities as necessary to determine compliance with this article, and in that regard shall have, without limitation, the following minimum authority:”

within Section 19.117.1.B of the Code of Ordinances.

**Section 7. Modify Section 19-117.1.C of the Code of Ordinances.**

The City hereby removes Section 19-117.1.C in its entirety and replaces it with:

*“C. Access without delay required.* Users shall allow the POTW, City and City representative ready access at all times to all parts of the user’s facility or premises where wastewater governed by this article is created, handled,

conveyed, treated or discharged, or where any production, manufacturing, fabrication, or storage area where pollutants regulated under this article could originate, be stored, or be discharged to the POTW, or where wastewater records are kept, for the purposes of inspection, sampling, records examination, or in the performance of any of the POTW's duties. If a user has security measures in force that would require proper identification and clearance before entry into the premises by the POTW, the user shall make necessary arrangements in advance with its security guards so that upon presentation of suitable identification, authorized representatives of the POTW (or authorized State or Federal Personnel) will be permitted to enter, without delay, for the purposes of performing their specific responsibilities. Upon arrival at a user's premises, POTW representatives shall inform the user or its employees that inspections, sampling, compliance monitoring, metering or other POTW procedures are to be performed and that the user has the right to accompany the POTW employee/representative during the performance of his/her duties.”

within Section 19.117.1.C of the Code of Ordinances.

**Section 8. Modify Section 19-117.1.D of the Code of Ordinances.**

The City hereby removes Section 19-117.1.D in its entirety and replaces it with:

“D. *Refusal to allow entry.* If a user refuses to permit access (or unreasonably delays access) to an authorized POTW, City or representative or to permit the representative to obtain, take, and remove samples or make copies of documents or undertake other authorized inspection, surveillance and monitoring activities as provided by this article, the POTW manager may order the termination of the discharge of wastewater to the POTW; order the user to permit access within a time certain; issue the user a notice of violation of this section; or take other appropriate action as provided by this article and other applicable laws and regulations (including, but not limited to, seeking the issuance of a search warrant). Further, the refusal to permit access (or causing an unreasonable delay in access) as provided by this section shall constitute a violation of this article.”

within Section 19.117.1.D of the Code of Ordinances.

**Section 9. Modify Section 19-117.2.C of the Code of Ordinances.**

The City hereby removes Section 19-117.2.C in its entirety and replaces it with:

“C. Nothing in this section shall limit the authority of the POTW and/or the City to take any action, including emergency actions or any other enforcement action, without first issuing a notice of violation, or otherwise require the



POTW and/or the local unit to first issue a notice of violation before initiating a civil or criminal action against a person for violating this article.”

within Section 19.117.2.C of the Code of Ordinances.

**Section 10. Modify Section 19-117.11 of the Code of Ordinances.**

The City hereby removes Section 19-117.11 in its entirety and replaces it with:

“A. Any person who discharges to the POTW, including, but not limited to, any person who causes or creates a discharge that violates any provision of this article, produces a deposit or obstruction, or otherwise damages, injures, or impairs the POTW or City, or causes or contributes to a violation of any Federal, State or local law governing the POTW or City, whether any such act is intentional or unintentional, shall be liable to and shall fully reimburse the POTW and/or local unit for all expenses, costs, losses or damages (direct or indirect) payable or incurred by the POTW and/or City as a result of any such discharge, deposit, obstruction, damage, injury, impairment, violation, exceedance, non-compliance, or act. The costs that must be reimbursed to the POTW and/or City shall include, but shall not be limited to, all of the following:

- (1) All costs incurred by the POTW and/or City in responding to the violation or discharge, including, expenses for any cleaning, repair or replacement work, and the costs of sampling, monitoring, and treatment, as a result of the discharge, violation, or non-compliance.
- (2) All costs to the POTW and/or City of monitoring, surveillance, and enforcement in connection with investigating, verifying, and prosecuting any discharge, violation, or non-compliance.
- (3) The full amount of any fines, assessments, penalties, and claims, including natural resource damages, levied against the POTW or City, or any POTW or City representative, by any governmental agency or third party as a result of a violation of the POTW's NPDES permit (or other applicable law or regulation) that is caused by or contributed to by any discharge, violation, or non-compliance.
- (4) The full value of any POTW City staff, or City's representative time (including any administrative and overhead costs and any required overtime), consultant and engineering fees, and actual attorney fees and defense costs (including the POTW or local unit's legal counsel and any special legal counsel), associated with responding to, investigating, verifying, and prosecuting any discharge, violation, or non-compliance or otherwise incurred by the POTW or local unit in administering and enforcing the requirements of this article.

Further, the POTW and/or City is authorized to correct any violation of this article or damage or impairment to the POTW or local unit caused by a discharge and to bill the person causing the violation or discharge for the amounts to be reimbursed. The costs reimbursable under this section shall

be in addition to fees, amounts or other costs and expenses required to be paid by users under other sections of this article.

B. In determining the amounts to be reimbursed, the POTW or City may consider factors such as, but not limited to, the following:

- (1) The volume of the discharge.
- (2) The length of time the discharge occurred.
- (3) The composition of the discharge.
- (4) The nature, extent, and degree of success the POTW may achieve in minimizing or mitigating the effect of the discharge.
- (5) The toxicity, degradability, treatability and dispersal characteristics of the discharges.
- (6) The direct and indirect costs incurred by the POTW, or imposed upon the POTW to treat the discharges, including sludge handling and disposal costs.
- (7) Fines, assessments, levies, charges, expenses and penalties imposed upon and/or incurred by the POTW and/or City, including the POTW or City's costs of defense of actions, or suits brought or threatened against the POTW or City by governmental agencies or third parties.
- (8) Such other factors, including the amount of any attorney's fees, consultant and expert fees, expenses, costs, sampling and analytical fees, repairs, etc., as the POTW or City deems appropriate under the circumstances.

C. Costs to be reimbursed to the POTW or City as provided by this section may be assessed to the user as provided by section 19-117.4 of this article, or as otherwise determined appropriate by the POTW manager or City manager in conjunction with an enforcement action.

D. The failure by any person to pay any amounts required to be reimbursed to the POTW or City as provided by this section shall constitute an additional violation of this article."

within Section 19.117.11 of the Code of Ordinances.

**Section 11. Effective date.**

This Ordinance shall take effect thirty (30) days following publication.

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

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

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

**Resolution No. 211206-8D**

**RESOLUTION TO AFFIRM 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 in a number of said 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:

**#211206-8D1**    **MAYOR APPOINTMENT:**                                    **James Barclay**  
Park and Recreation Advisory Board, Citizen  
Three year term, expiring December 31, 2024

**#211206-8D2**    **MAYOR RE-APPOINTMENT:**                                    **Rae Lynn Hicks**  
Park and Recreation Advisory Board  
Three year term, expiring December 31, 2024

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

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

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

**Resolution No. 211206-8E**                                    **RESOLUTION TO APPROVE PARTICIPATION AND PAYMENT FOR UPDATED PICTOMETRY SERVICES BY GENESEE COUNTY**

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

**WHEREAS**, the City has participated in the County's Pictometry – Orthoimagery Program since its inception in 2005; and

**WHEREAS**, the approximate average yearly cost to the City since the program initiation has been approximately \$600.00; and

**WHEREAS**, the City finds the program very useful in property assessing, site plan review, traffic design, engineering and management; and

**WHEREAS**, the last multi-year agreement that obligated and provided the city with current imagery and county-wide GIS data extended from 2013 through 2021; and

**WHEREAS**, commitments are needed from participating communities in order to calculate cost distribution for the next six year commitment, with the City's estimated participating cost being \$4,437.96 which includes six years of software support with two photograph updates, one in 2022 and the other in 2025.

**NOW, THEREFORE, BE IT RESOLVED**, the City of Swartz Creek hereby commit to participation in the Genesee County G.I.S. Pictometry – Orthoimagery Program, for the 2022-2028 cycle, estimated total cost of \$4,437.96, and further, direct the City Manager to sign the inter-agency agreement on behalf of the City.

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

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

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

**Motion No. 211206-11A**

**ADJOURN**

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

**I Move** the Swartz Creek City Council adjourn the regular council meeting of December 6, 2021.

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

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

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

**CITY OF SWARTZ CREEK  
SWARTZ CREEK, MICHIGAN  
MINUTES OF THE REGULAR COUNCIL MEETING  
DATE 11/22/2021**

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, Hicks, Krueger, Pinkston, Henry.

Councilmembers Absent: Gilbert.

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

Others Present: Erik Jamison, Metro PD Chief Bade, Plante Moran Representatives Pam Hill & Mike Machala.

Others Virtually Attended: Bob Plumb.

**EXCUSE COUNCILMEMBER GILBERT**

**Resolution No. 211122-01**

**(Carried)**

Motion by Councilmember Henry  
Second by Mayor Pro Tem Hicks

**I Move** the Swartz Creek City Council excuse Councilmember Gilbert.

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

**APPROVAL OF MINUTES**

**Resolution No. 211122-02**

**(Carried)**

Motion by Councilmember Florence  
Second by Councilmember Fountain

**I Move** the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday November 8, 2021, to be circulated and placed on file.

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

NO: None. Motion Declared Carried.

**APPROVAL OF AGENDA**

**Resolution No. 211122-03**

**(Carried)**

Motion by Councilmember Henry  
Second by Councilmember Fountain

**I Move** the Swartz Creek City Council approve the Agenda as, presented for the Regular Council Meeting of November 22, 2021, to be circulated and placed on file.

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

**CITY MANAGER’S REPORT**

**Resolution No. 211122-04**

**(Carried)**

Motion by Councilmember Fountain  
Second by Councilmember Henry

**I Move** the Swartz Creek City Council accept the City Manager’s Report of November 22, 2021, including reports and communications to be circulated and placed on file.

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

**MEETING OPENED TO THE PUBLIC:**

None.

**COUNCIL BUSINESS:**

**FISCAL YEAR 2021 AUDIT**

**PRESENTATION**

Pam Hill & Mike Machala, Plante Moran Representatives, presented the results of the City’s audit for year ending June 30, 2021. This included the audit opinion letter. Pam thanked the staff for working with them through the audit process. We did issue an unmodified opinion.

Mike reviewed governmental fund revenue, taxable value, components of governmental fund expenditures, general fund, components of governmental funds, long-term liabilities, and business-type activities long-term liabilities. Items to consider looking ahead are the

strategic plans already in place investment in infrastructure, the USDA loan and Capital Forecasting.

**RESOLUTION TO ACCEPT THE 2020-2021 FISCAL YEAR AUDIT BY INDEPENDENTAUDITOR PLANTE-MORAN**

**Resolution No. 211122-05**

**(Carried)**

Motion by Councilmember Hicks  
Second by Councilmember Fountain

**WHEREAS**, Section 8.13 of the City Charter requires an audit of all accounts of the city government; and

**WHEREAS**, independent auditors, retained by the city per a qualified bidding selection process, have completed said audit for the most recent fiscal year, 2021; and

**WHEREAS**, said audit contains financials for related public utilities, enterprise accounts, and the Downtown Development Authority; and

**WHEREAS**, the audit, as presented to the city council on November 22, 2021, has been found to meet generally accepted accounting standards and required reporting provisions of state and local law.

**NOW, THEREFORE, BE IT RESOLVED**, the City of Swartz Creek approve the 2020-2021 Fiscal Audit Report prepared by Plante-Moran, a copy of which is attached hereto, and further, direct such to be published, distributed, circulated and placed on file in a manner prescribed by law.

Discussion Ensued.

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

**RESOLUTION TO REFUSE AUTOMATIC TRANSFER OF TAX REVERTED PROPERTIES**

**Resolution No. 211122-06**

**(Carried)**

Motion by Councilmember Pinkston  
Second by Mayor Pro Tem Hicks

**WHEREAS**, MCL 211.78 m(6) provides that foreclosed properties unsold at the mandatory yearly auction shall be listed and provided by the county treasurer to

the clerk of the appropriate local jurisdiction, with said property to be transferred to said local unit of government; and

**WHEREAS**, the statute allows the local unit to object to the transfer and the Genesee County Treasurer will accept such objections, as written or directed by the city council, through December 30, 2021; and,

**WHEREAS**, the City Council finds the properties in question, 9072 Luea Lane and 9070 Luea Lane to be vacant and unbuildable units with little or no public value; and,

**WHEREAS**, the Genesee County Land Bank, the Carriage Commons Condominium Association and/or similar entities, are found to be better suited to maintain and manage these properties.

**NOW, THEREFORE, BE IT RESOLVED THAT** the Swartz Creek City Council objects to the automatic reversion of 9072 Luea Lane and 9070 Luea Lane to the City and directs the city manager to act on the city council's behalf to send written notice affirming this objection to the Genesee County Treasurer's Office by December 30, 2021.

Discussion Ensued.

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

**RESOLUTION TO APPROVE STREET USAGE PERMIT FOR THE ANNUAL FIRE DEPARTMENT CHRISTMAS PARADE & A HOLLAND SQUARE USAGE PERMIT FOR THE ANNUAL TREE LIGHTING AND MARKET**

**Resolution No. 211122-07**

**(Carried)**

Motion by Mayor Councilmember Florence  
Second by Councilmember Henry

**WHEREAS**, the City of Swartz Creek issues street closure permits and public plaza usage permits for the purposes of holding public events from time-to-time; and,

**WHEREAS**, the Swartz Creek Area Firefighters Association has submitted an application for such a street closure for the purposes of hosting an annual Christmas parade in downtown Swartz Creek, as well as an application to use Holland Square and the adjacent streets for a Christmas Market and Tree Lighting event; and,



**WHEREAS**, the Chief of Police finds the application satisfactory and the City Council finds the time, place, and manner of the parade and related events to be conducive to the health, safety, and welfare of the community.

**NOW, THEREFORE, BE IT RESOLVED THAT** the City of Swartz Creek accept the Chief of Police's recommendation and approve the Swartz Creek Area Fire Fighters Association's Street Usage Application to hold an annual Christmas Parade on Saturday, December 4, 2021 from 6:00 PM to 10:00 PM (Miller from Hayes to Morrish), route, stipulations and conditions as set forth in the application packet, a copy of which is attached hereto, under the direction and control of the office of the Chief of Police.

**BE IT FURTHER RESOLVED THAT** the City of Swartz Creek City Council hereby approves the Swartz Creek Area Fire Fighters Association's Municipal Property Reservation form to hold an annual Christmas Market and tree lighting event on Saturday, December 4, 2021 from 8:00 AM to 9:00 PM, with lot closure and conditions as set forth in the application packet, a copy of which is attached hereto, under the direction and control of the office of the Director of Public and Community Services.

**BE IT FURTHER RESOLVED THAT** the City of Swartz Creek City Council hereby authorizes and directs the Mayor to ensure quality weather, not too hot or too cold, with just the right amount of seasonal snow, for said events.

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

## **COMMISSION APPOINTMENTS**

**Resolution No. 211122-08**

**(Carried)**

Motion by Councilmember Henry  
Second by Councilmember Fountain

**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 in a number of said 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:

- #211122-8D1 **MAYOR APPOINTMENT:** Dawn Jamison  
Park and Recreation Advisory Board, Citizen  
Partial term year term, expiring June 30, 2022
- #211122-8D2 **MAYOR RE-APPOINTMENT:** Erik Jamison  
Downtown Development Authority, Citizen & Property Interest  
Four year term, expiring November 17, 2025
- #211122-8D3 **MAYOR APPOINTMENT:** Richard Ryan, Jr.  
Downtown Development Authority, Property Interest  
Four year term, expiring November 17, 2025

Discussion Ensued.

YES: Florence, Hicks, Krueger, Henry, Fountain.  
NO: Pinkston. Motion Declared Carried.

**RESOLUTION TO SUPPORT APPLICATIONS TO THE TRANSPORTATION IMPROVEMENT PROGRAM AND TO COMMIT MATCH FUNDS**

**Resolution No. 211122-09 (Carried)**

Motion by Councilmember Fountain  
Second by Councilmember Florence

**WHEREAS**, the City of Swartz Creek owns, operates, and maintains a system of streets; and,

**WHEREAS**, Michigan Public Act 51 of 1951 established a system of taxation, revenue sharing, and definitions for street systems; and,

**WHEREAS**, the city possesses 10.86 miles of ‘Major’ streets that are eligible for MDOT funding at a ratio of 80% federal to 20% local through the Genesee County Regional Planning Commission Transportation Improvement Program; and,

**WHEREAS**, the city has very recently been awarded funds to rehabilitated east Miller and Fairchild Street, with previous awards to Bristol, Morrish, and Elms Roads; and,

**WHEREAS**, west Miller and Seymour are qualifying major streets that require timely rehabilitation; and,

**WHEREAS**, the city has made application to the TIP for Miller and Seymour, but the application is not complete until the governing body resolves to support the projects and commit match funds.

**NOW, THEREFORE, BE IT RESOLVED THAT** the City of Swartz Creek hereby supports the preservation application for Miller Road, from Morrish to North Seymour, in the total amount of \$1,346,197, and further commits to matching \$269,239 in local funds to the project.

**BE IT FURTHER RESOLVED THAT** the City of Swartz Creek hereby supports the preservation application for Seymour Road, from the south city limits to Miller Road, in the total amount of \$1,356,858, and further commits to matching \$271,372 in local funds to the project.

Discussion Ensued.

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

## **RESOLUTION TO AMEND THE 2021-2022 COUNCIL MEETING SCHEDULE**

**Resolution No. 211122-10**

**(Carried)**

Motion by Mayor Pro Tem Hicks  
Second by Councilmember Henry

**WHEREAS**, Act 261 of the Public Acts of the State of Michigan of 1968, as amended, requires a public notice of the schedule of regular meetings of the Swartz Creek City Council be given once each calendar year or fiscal year and that said notice shall show the regular dates and times for the meeting and the place at which meetings are held; and

**WHEREAS**, the Act directs that notice be posted prominently at the principle office of the City of Swartz Creek or at the public building at which meetings are held or published in the newspaper of general circulation in Swartz Creek, and

**WHEREAS**, the city council adopted a schedule for the 2022 fiscal year on June 14, 2021 but now finds it desirous to alter the start time of the December 13, 2021.

**NOW, THEREFORE**, pursuant to the Act, public notice is hereby given that regular meeting of December 13, 2021 shall be held in the Paul D. Bueche Municipal Building Council Chambers located at 8083 Civic Drive, Swartz Creek, Michigan, 6:00 P.M.

**BE IT FURTHER RESOLVED** that the Clerk is hereby directed to post a copy of this resolution in a prominent place in the City Offices of the City of Swartz Creek.

**BE IT FURTHER RESOLVED** that the City Clerk is hereby directed to supply forthwith, upon request, a copy of this resolution to any newspaper of general circulation in the political subdivision in which the meetings will be held and/or to

any radio or television station that regularly broadcasts into the City of Swartz Creek.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

## **RESOLUTION TO APPROVE CHANGES TO THE CHART OF ACCOUNTS WITH A BUDGET ADJUSTMENT**

**Resolution No. 211122-11**

**(Carried)**

Motion by Councilmember Pinkston  
Second by Mayor Pro Tem Hicks

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

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

**WHEREAS**, the City Council has reviewed the City's 2021 – 2022 budget and finds that it desires to alter the chart of accounts to simplify the budgeting and accounting processes; and

**WHEREAS**, the City Council has received the current chart of accounts and proposed chart of accounts and finds that no additional revenues or expenses are proposed.

**THEREFORE BE IT RESOLVED**, the Swartz Creek City Council hereby authorizes and directs the city treasurer to make all necessary budget adjustment amendments in accordance with the supplemental documentation (pages 81 to 83) attached.

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

NO: None. Motion Declared Carried.

## **RESOLUTION TO APPROVE A PROFESSIONAL SERVICE AGREEMENT WITH CBIZ BENEFITS & INSURANCE SERVICES, INC. (CBIZ) FOR ACTUARIAL VALUATION OF THE CITY'S RETIREE HEALTH CARE COSTS**

**Resolution No. 211122-12**

**(Carried)**

Motion by Councilmember Henry  
Second by Councilmember Fountain

**WHEREAS**, the City of Swartz Creek offers certain Other Post-Employment Benefits (OPEB), in the form of health care contributions or premium payments, in addition to pension benefits, and

**WHEREAS**, the City currently provides for payment of said benefits on a pay-as-you-go basis, and

**WHEREAS**, the Governmental Accounting Standards Board (GASB) has set standards and released Statements 67, 68, 74, & 75 which require actuarial valuations on said OPEB expenses, said statements to be performed for fiscal year ending June 30, 2017 and subsequent fiscal years, and

**WHEREAS**, the City also seeks to determine the current liability of said benefits and the ongoing contributions required to fund said benefits as part of its annual budgeting process, and

**WHEREAS**, CBIZ is recognized as a qualified and competent professional service company, under Ordinance Section 2-402, that is able to perform such actuarial studies with approval of the City Council.

**NOW, THEREFORE, BE IT RESOLVED** the City of Swartz Creek City Council approves the completion of the Administration Services Agreement dated December 1, 2021 for such professional services, with total costs for the engagement not exceeding \$12,600, for a period of three years, as outlined in the proposal.

**BE IT FURTHER RESOLVED**, that the City Council directs the City Manager to execute said proposal on behalf of the city and for the city finance director to appropriate such costs to all impacted funds as appropriate.

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

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

Erik Jamison thanked council for approving the Christmas Events.

#### **REMARKS BY COUNCILMEMBERS:**

Councilmember Florence commented he was having computer issues tonight.

Mayor Pro Tem Hicks will be into City Hall next week to set up the curio cabinet.

Mayor Krueger wished everyone a Happy & Blessed Thanksgiving.

#### **ADJOURNMENT**

**Resolution No. 211122-13**

**(Carried)**

Motion by Councilmember Henry  
Second by Councilmember Fountain

**I Move** the Swartz Creek City Council adjourn the regular meeting of  
November 22, 2021, at 8:19 p.m.

Unanimous Voice Vote.

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**David A. Krueger, Mayor**

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**Connie Olger, City Clerk**

CHECK REGISTER FOR CITY OF SWARTZ CREEK  
CHECK DATE FROM 11/01/2021 - 11/30/2021

Check Date	Check	Vendor Name	Description	Amount
Bank GEN CONSOLIDATED ACCOUNT				
11/04/2021	50027	ADAM ZETTEL	REIMB 2022 ANNUAL ASSESSING CERTIFICATIO	175.00
11/04/2021	50028	BIO-SERV CORPORATION	PEST CONTROL - PUBLIC SAFETY BLDG	59.00
11/04/2021	50029	CHASE CARD SERVICES	MONTHLY STATEMENT 9/22-10/21/21	2,334.90
11/04/2021	50030	COMCAST BUSINESS	CITY HALL MONTHLY INVOICE 10/26-11/25/21	201.54
11/04/2021	50031	COMCAST BUSINESS	MONTHLY INVOICE 5121 MORRISH 10/29-11/28	178.95
11/04/2021	50032	CONNIE OLGER	BANK MILEAGE CONNIE OLGER OCTOBER 2021	4.37
11/04/2021	50033	DEANNA KORTH	BANK MILEAGE DEANNA KORTH OCTOBER 2021	34.94
11/04/2021	50034	ENERGY REDUCTION COALITION	EXCESS BENEFIT PAYMENT	1,126.55
11/04/2021	50035	FAMILY FARM AND HOME INC	OCTOBER 2021 INVOICES	126.44
11/04/2021	50036	FERGUSON WATERWORKS #3386	12X14 SDR26 HW PVC GJ SWR PIPE	871.64
11/04/2021	50037	FIDELITY SECURITY LIFE INSUR/EYEMED	RETIREE VISION NOVEMBER 2021 (5)	34.84
11/04/2021	50038	GILL ROYS HARDWARE	OCTOBER 2021 INVOICES LESS DISCOUNT	297.62
11/04/2021	50039	I T RIGHT INC	MICROSOFT 365 BUSINESS STANDARD 12/1/21-	2,250.00
11/04/2021	50040	JAY'S SEPTIC TANK SERVICE	PORT-A-JON RENTAL 10/25-11/21/2021/DAMAG	1,510.00
			PORT-A-JON RENTAL 10/22-11/28/21	120.00
				<b>1,630.00</b>
11/04/2021	50041	JODY KEY	BANK MILEAGE JODY KEY OCTOBER 2021	8.74
11/04/2021	50042	JOSE A MIRELES	MOW & TRIM CITY PROPERTIES	1,245.00
			MOW & TRIM CITY PROPERTIES	1,245.00
			MOW & TRIM CITY PROPERTIES	1,245.00
				<b>3,735.00</b>
11/04/2021	50043	KEVIN GROVES APPRAISALS INC	APPRAISAL FAMILY FARM AND HOME	1,000.00
11/04/2021	50044	MACQUEEN EQUIPMENT LLC	SIDE BROOM SET (2)	252.00
11/04/2021	50045	METRO POLICE AUTH OF GENESEE COUNTY	POLICE SERVICES OCT-DEC 2021	267,334.00
11/04/2021	50046	MICHIGAN LUMBER CO	TREATED LUMBER	95.32
11/04/2021	50047	PARAGON LABORATORIES INC	WATER SAMPLES WO SWARTZ CREEK	722.00
			WATER SAMPLES WO SWARTZ CREEK	1,140.00
			WATER SAMPLES WO SWARTZ CREEK	75.00
				<b>1,937.00</b>
11/04/2021	50048	PAYGE O'NEIL	ELMS PARK DEPOSIT REFUND 10/17/21 #2	100.00
11/04/2021	50049	PITNEY BOWES INC.	LEASING CHARGES 8/30-11/29/21	144.12
11/04/2021	50050	PLANTE & MORAN PLLC	FY21 AUDIT/GASB 84/CAPTL ASST CIP/SINGLE	18,160.00
11/04/2021	50051	PURCHASE POWER	POSTAGE REFILL/TRANS FEE	1,520.99
11/04/2021	50052	SHANNON CONGDON	UB REFUND 5197 DAVAL	329.77
11/04/2021	50053	SPRINGBROOK COLONY CONDO ASSOC	REIMBURSEMENT FOR REPLACEMENT TREE	319.00
11/04/2021	50054	STATE OF MICHIGAN	MCAT ONLINE COURSE C. CHRISTENSEN	150.00
11/04/2021	50055	STATE OF MICHIGAN-DEPART. TREA	2022 MCAT S. ARVOY	50.00
11/04/2021	50056	STATE OF MICHIGAN-DEPART. TREA	2022 MCAT K. BROWN	50.00
11/04/2021	50057	STATE OF MICHIGAN-DEQ WTR	DRINKING WATER LAB TESTING	48.00
11/04/2021	50058	SUBURBAN AUTO SUPPLY	BATTERY TERMINAL/BATTERY	194.98
			HEADLAMP BULB (2)	25.98
				<b>220.96</b>
11/04/2021	50059	SWARTZ CREEK AREA FIRE DEPT.	FIRE SERVICE & EMS SEPT 2021	5,278.60
11/10/2021	50060	ALICIA KLORRES	UB REFUND FOR 5095 MCLAIN	287.00
11/10/2021	50061	CONSUMERS ENERGY	8301 CAPPY LN 9/29-10/31/21	483.10
11/10/2021	50062	CONSUMERS ENERGY	SIRENS TRAFFIC LIGHTS 1997 10/1-10/31/21	31.22
11/10/2021	50063	CONSUMERS ENERGY	4524 MORRISH RD 10/1-10/31/21	65.48
11/10/2021	50064	CONSUMERS ENERGY	ELMS PARKING LOT AREA LIGHTS 2300 10/1-1	39.15
11/10/2021	50065	CONSUMERS ENERGY	TRAFFIC LIGHTS 1781 10/1-10/31/21	475.95
11/10/2021	50066	CONSUMERS ENERGY	8100 CIVIC DR 9/30-10/31/21	847.06
11/10/2021	50067	CONSUMERS ENERGY	STREET LIGHTS 1294 10/1-10/31/21	6,517.03
11/10/2021	50068	CONSUMERS ENERGY	48473 LED LIGHT RD WORCHESTER/CHESTERFIE	1,902.79

11/10/2021	50069	CONSUMERS ENERGY	5257 WINSHALL DR 9/28-10/28/21	29.09
11/10/2021	50070	CONSUMERS ENERGY	8083 CIVIC DR 9/29-10/28/21	452.26
11/10/2021	50071	CONSUMERS ENERGY	8059 FORTINO DR 9/29-10/28/21	53.37
11/10/2021	50072	CONSUMERS ENERGY	4510 MORRISH RD 9/29-10/28/21	41.79
11/10/2021	50073	CONSUMERS ENERGY	5015 HOLLAND DR LOT LIGHTS 9/29-10/28/21	40.51
11/10/2021	50074	CONSUMERS ENERGY	8011 MILLER RD 9/29-10/28/21	30.12
11/10/2021	50075	CONSUMERS ENERGY	8095 CIVIC DR 9/29-10/28/21	471.79
11/10/2021	50076	CONSUMERS ENERGY	5361 WINSHALL DR #2 RESTRMS 9987 9/29-10	43.73
11/10/2021	50077	CONSUMERS ENERGY	9099 MILLER RD 9/29-10/28/21	33.83
11/10/2021	50078	CONSUMERS ENERGY	5361 WINSHALL DR 8369 9/29-10/28/21	32.05
11/10/2021	50079	CONSUMERS ENERGY	5121 MORRISH RD 9/29-10/28/21	323.37
11/10/2021	50080	CONSUMERS ENERGY	8499 MILLER RD 9/29-10/28/21	31.60
11/10/2021	50081	CONSUMERS ENERGY	6425 MILLER PARK & RIDE 10/1-11/1/21	143.07
11/10/2021	50082	CONSUMERS ENERGY	4125 ELMS RD 4353 10/1-11/1/21	53.07
11/10/2021	50083	CONSUMERS ENERGY	4125 ELMS RD PAVILION 4437 10/1-10/31/21	36.05
11/10/2021	50084	ROBYN SEELYE	SU21 TAX OVRPMT 58-01-100-012	27.39
11/10/2021	50085	SARGENTS TITLE	SU21 TAX OVRPMT 58-36-526-074	29.06
11/10/2021	50086	VERIZON WIRELESS	MONTHLY INVOICE 10/2-11/1/21	459.90
11/18/2021	50087	ALLIED EQUIPMENT RENTAL	COUPLER/CLAMPS/GASKET/FUEL TANK JOINT HO	67.56
11/18/2021	50088	AMERICAN SEWER CLEANERS	STORM SEWER JETTING 9119 NORBURY FOR 537	250.00
11/18/2021	50089	ANTHONY PAVONE	UB REFUND FOR 9293 CEDAR CREEK	321.19
11/18/2021	50090	BIO-SERV CORPORATION	PEST CONTROL - CITY HALL/LIBRARY-SR CTR	114.00
11/18/2021	50091	BLUE CARE NETWORK-EAST MI	RETIREE HEALTH DEC. 2021 CLOLINGER	1,479.19
11/18/2021	50092	CHARTER TOWNSHIP OF MUNDY	JOINT INSP & PERMIT FEES AUGUST 2021	6,394.58
11/18/2021	50093	COMMUNITY IMAGE BUILDERS	MASTER PLAN UPDATE	10,013.36
11/18/2021	50094	DELTA DENTAL PLAN	RETIREE DENTAL DECEMBER 2021 (5)	348.58
11/18/2021	50095	<b>FERGUSON ENTERPRISES INC</b>	CN66 CL2 FREE-TOTAL TEST KIT (2)	204.26
			DPD FREE CHLR PP/DPD TOTAL CHLR PP	74.98
				<b>279.24</b>
11/18/2021	50096	<b>FERGUSON WATERWORKS #3386</b>	BLUE MARKING PAINT (12)/PIPE JT LUBE (2)	86.06
			ORING/SEATING VLV RUB/UPPER FLG GASK HYD	92.63
				<b>178.69</b>
11/18/2021	50097	FIRST ADVANTAGE OCCUP HEALTH SER CO	CLINIC COLLECTION/MILEAGE	158.80
11/18/2021	50098	FLINT NEW HOLLAND	PARTS AND OIL FOR KUBOTA	178.42
11/18/2021	50099	FLINT WELDING SUPPLY	CYLINDER COMPRESSED OXYGEN	5.00
11/18/2021	50100	GEN CTY METROPOLITAN ALLIANCE	2022 DUES GILBERT/PLUMB/HENRY	150.00
11/18/2021	50101	GEN CTY ROAD COMMISSION	S-MTCE & OPERATIONS CONSUMERS ENERGY 9/3	15.16
11/18/2021	50102	GENESEE CTY DRAIN COMMISSIONER	WATER SAMPLING 10/18/21 & 10/19/21	100.00
11/18/2021	50103	GENESEE CTY DRAIN COMMISSIONER	COMMUNITY PUBLIC WATER SUPPLY ANNUAL FE	3,183.12
11/18/2021	50104	<b>GFL ENVIRONMENTAL USA INC</b>	10 CY DELIVERY ROLL OFF	350.00
			10 CY HAUL SPECIAL WAST ROLL OFF/DISPOSA	780.50
			10 YD SPECIAL WASTE ROLL OFF/DISPOSAL RO	686.35
				<b>1,816.85</b>
11/18/2021	50105	GFL ENVIRONMENTAL USA INC	FY22 GARBAGE/RECYCLING/YARD WASTE OCTOBE	24,843.00
11/18/2021	50106	JAMS MEDIA LLC	HYDRANT FLUSH/ORD 455/ELMS BID/SIDEWALK	471.20
11/18/2021	50107	JAY'S SEPTIC TANK SERVICE	PORT-A-JON RENTAL 10/8-10/11/21 HOLLAND	120.00
11/18/2021	50108	<b>JOSE A MIRELES</b>	MOW & TRIM CITY PROPERTIES	1,245.00
			MOW & TRIM CITY PROPERTIES	1,245.00
				<b>2,490.00</b>
11/18/2021	50109	KEVIN GROVES APPRAISALS INC	APPRAISAL REVIEW 5286 MILLER	500.00
11/18/2021	50110	KLEE MFG & DIST	FLAGS FOR VETERANS MEMORIAL (7)	407.00
11/18/2021	50111	LEGACY ASSESSING SERVICES INC	ASSESSING SERVICES NOVEMBER 2021	2,536.66
11/18/2021	50112	MI MUNICIPAL WORKERS COMP FUND	PAYROLL AUDIT 7/1/20-6/30/21	483.00
11/18/2021	50113	MICH ASSOC MUNICIPAL CLERKS	ANNUAL DUES 2022 OLGER	60.00
11/18/2021	50114	MICHIGAN MUNICIPAL LEAGUE	CDL CONSORTIUM DRIVERS FEE (4) 1/1-12/31	320.00
11/18/2021	50115	ROWE PROFESSIONAL SERVICES CO	DISTRICT 3 SEWER	2,069.50
11/18/2021	50116	SHERRY BOWEN	UB REFUND FOR 4274 ALEX MARTIN	50.36
11/18/2021	50117	SIMEN FIGURA & PARKER PLC	MONTHLY INVOICE OCTOBER 2021	2,717.58



11/18/2021	50118	STATE OF MICHIGAN	WATER CERTIFICATE RENEWAL	95.00
11/18/2021	50119	SUBURBAN AUTO SUPPLY	PEAK RV A/F	59.88
			BATTERY/SEA FOAM FOR PATCHER	62.77
			OIL FILTER/10W30 OIL (2) FOR KUBOTA	23.97
				<u>146.62</u>
11/18/2021	50120	SUPER FLITE OIL CO INC	FUEL - DPW OCTOBER 2021	1,003.12
11/18/2021	50121	SWARTZ CREEK AREA FIRE DEPT.	FIRE & EMS SERVICE OCTOBER 2021	4,467.62
11/18/2021	50122	THE R&T FAMILY TRUST	UB REFUND FOR 7133 BRISTOL	33.48
11/18/2021	50123	TRANSACTION TITLE AGENCY	UB REFUND FOR 4390 SPRINGBROOK	99.89
11/18/2021	50124	TRANSNATION TITLE AGENCY	UB REFUND FOR 7006 YARMY	9.49
11/18/2021	50125	UNUM LIFE INSURANCE	RETIREE LIFE DECEMBER 2021 (4)	44.25
11/18/2021	50126	WINS ELECTRICAL SUPPLY CO INC	SENSOR FOR LIGHT AT PARK-N-RIDE	22.05
11/18/2021	50127	GLAESER DAWES	USDA WATERMAIN PROJ OAKVIEW/MILLER/BRIST	90,168.04
GEN TOTALS:				
Total of 101 Checks:				481,251.72
Less 0 Void Checks:				0.00
Total of 101 Disbursements:				<u>481,251.72</u>

# 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	
<b>Building</b>								
PB2100068	11/04/21	VENEGAS-SEXTON, MARIA		58-02-200-005	\$500	\$125.00 8129 INGALLS ST 2	48473-Res Add/Alter/Repair	
PB2100069	11/02/21	RBF Construction Inc	(810) 938 8498	58-35-677-001	\$668,010	\$3,413.00 4446 MORRISH RD	48473 Res New Construction	
PB2100071	11/16/21	Allen Thompson	(810) 513 0703	58-01-501-014	\$8,500	\$155.00 4534 RAUBINGER RD	48473 Roofing	
PB2100072	11/17/21	Wenzlick Patio and Awning Inc	(810) 659 1674	58-36-676-045	\$17,120	\$236.00 7209 LINDSEY DR	48473 Sunroom	
PB2100073	11/18/21	LOCKHART REAL ESTATE I	(810) 210 4442	58-01-100-040	\$8,000	\$195.00 8013 MILLER RD	48473-Com Add/Alter/Repair	
PB2100074	11/18/21	WOODSIDE BUILDERS, INC	(810) 635 2227	58-36-676-098	\$257,020	\$215.00 4279 ALEX MARIN DR	48473 Res Single Family	
PB2100075	11/18/21	Cymex LLC	(248) 722 7335	58-03-531-062	\$11,200	\$100.00 5292 SEYMOUR RD	48473-Roofing	
PB2100077	11/23/21	CLAYPOOL, WINNIE E		58-02-501-081	\$7,560	\$245.00 5023 WINSTON DR	48473 Res Deck	
PB2100078	11/24/21	Insulmaster, Inc	(810) 577 0500	58-36-651-116	\$6,000	\$175.00 4371 SPRINGBROOK DR	48473-Res Add/Alter/Repair	
<b>Total:</b>		<b>9 Permits</b>	<b>Value: \$983,910</b>		<b>Fee Total: \$4,859.00</b>		Total Number of Dwelling Units	4

<b>Electrical</b>								
PE2100041	11/15/21	HAUT, DAVID & ROBIN		58-03-531-139	\$0	\$130.00 9258 OAKVIEW DR	48473-Electrical	
PE2100042	11/10/21	KB Electric	(810) 691 0595	58-36-676-074	\$0	\$340.00 4248 LINDSEY DR	48473 Electrical	
<b>Total:</b>		<b>2 Permits</b>	<b>Value: \$0</b>		<b>Fee Total: \$470.00</b>		Total Number of Dwelling Units	0

<b>Mechanical</b>							
PM210059	11/03/21	Dee Cramer Inc	(810) 579 4790	58-35-576-058	\$0	\$190.00 8095 CIVIC DR	48473 Mechanical
PM210060	11/08/21	Blessing Co.	(810) 694 4861	58-36-651-043	\$0	\$195.00 7450 COUNTRY MEADOWS	48473 Mechanical
PM210061	11/17/21	Adkisson & Sons Htg & Clg Inc	(810) 695 9300	58-36-526-041	\$0	\$160.00 7096 YARMY DR	48473-Mechanical
PM210062	11/16/21	Adkisson & Sons Htg & Clg Inc	(810) 695 9300	58-03-532-025	\$0	\$160.00 5160 DAVAL DR	48473 Mechanical

# 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
<b>Total:</b>		<b>4 Permits</b>	<b>Value: \$0</b>		<b>Fee Total: \$705.00</b>	Total Number of Dwelling Units 0	

**Plumbing**

PP210028	11/30/21	Matthew Palmer	(810) 569 4162	58-35-677-001	\$0	\$390.00	4446 MORRISH RD	48473 Plumbing
PP210029	11/30/21	Matthew Palmer	(810) 569 4162	58-35-677-002	\$0	\$390.00	4448 MORRISH RD	48473 Plumbing
PP210030	11/30/21	Matthew Palmer	(810) 569 4162	58-35-677-003	\$0	\$390.00	4450 MORRISH RD	48473 Plumbing
<b>Total:</b>		<b>3 Permits</b>	<b>Value: \$0</b>		<b>Fee Total: \$1,170.00</b>	Total Number of Dwelling Units 0		

**Zoning**

PZ21-0049	11/19/21	LOCKHART REAL ESTATE I	(810) 210 4442	58-01-100-040	\$2,000	\$85.00	8013 MILLER RD	48473-Sign
<b>Total:</b>		<b>1 Permits</b>	<b>Value: \$2,000</b>		<b>Fee Total: \$85.00</b>	Total Number of Dwelling Units 0		

**Permit Total: 19      Value: \$985,910      Fee Total: \$7,289.00**

Permit.DateIssued Between 11/1/2021 12:00:00 AM AND 11/30/2021 11:59:59 PM

# Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
7551 CHURCH ST	58-36-551-017	Reinspection	11/01/2021	11/01/2021	Complied
5438 MILLER RD	58-29-551-006	Final-Admin	11/01/2021	11/01/2021	Approved
5333 DON SHENK DR	58-02-552-016	Final-Admin	11/01/2021	11/01/2021	Approved
9188 JILL MARIE LN	58-03-534-004	Final-Admin	11/01/2021	11/01/2021	Approved
8348 CAPPY LN	58-02-503-038	Final-Admin	11/01/2021	11/01/2021	Approved
4446 MORRISH RD	58-35-677-001	Temporary Service	11/01/2021	11/01/2021	Approved
4446 MORRISH RD	58-35-677-001	Footing	11/01/2021	11/01/2021	Approved
3418 DYE RD	58-29-551-023	Status	11/02/2021	11/09/2021	Complied
5061 SCHOOL ST	58-02-526-009	Ordinance	11/02/2021	11/02/2021	Partially Complied
7524 MILLER RD	58-36-300-019	Ordinance	11/02/2021	11/02/2021	Partially Complied
7538 MILLER RD 3	58-36-300-021	Initial	11/02/2021	11/02/2021	Violation(s)
4274 ALEX MARIN DR	58-36-676-088	Final	11/02/2021	11/02/2021	Approved
7193 RUSSELL DR	58-36-676-085	Basement Floor	11/02/2021	11/02/2021	Approved
9223 HILL RD	58-03-577-002	Initial	11/02/2021	11/02/2021	Complied
5365 WORCHESTER DR	58-03-578-015	Site Inspection	11/04/2021	11/04/2021	Violation(s)
7392 CROSSCREEK DR	58-36-651-161	Final	11/04/2021	11/04/2021	Approved
5152 MORRISH RD	58-02-200-023	2nd Citation	11/09/2021	11/09/2021	Violation(s)
7561 MILLER RD	58-01-502-027	Site Inspection	11/09/2021	11/09/2021	Complied
4354 ELMS RD	58-36-577-012	Site Inspection	11/09/2021	11/09/2021	Violation(s)
7026 MILLER RD	58-36-576-001	Site Inspection	11/09/2021	11/09/2021	Violation(s)
4289 ALEX MARIN DR	58-36-676-099	Underground	11/09/2021	11/09/2021	Approved
7550 MILLER RD	58-36-552-010	Final	11/09/2021	11/09/2021	Approved
4289 ALEX MARIN DR	58-36-676-099	Basement floor	11/10/2021	11/10/2021	Approved
5172 GREENLEAF DR	58-03-533-072	Final	11/10/2021	11/11/2021	Approved
8103 CRAPO ST	58-02-530-042	Post Condemned	11/15/2021	11/15/2021	Violation(s)
4534 RAUBINGER RD	58-01-501-014	Site Inspection	11/15/2021	11/15/2021	Violation(s)
7550 MILLER RD	58-36-552-010	Final	11/15/2021	11/15/2021	Approved
5240 OAKVIEW DR	58-02-501-002	Status	11/16/2021	11/16/2021	Approved
7026 MILLER RD	58-36-576-001	Status	11/16/2021	11/16/2021	Complied
4534 RAUBINGER RD	58-01-501-014	Status	11/16/2021	11/16/2021	Complied
6398 TALLMADGE CT	58-31-100-021	Initial	11/16/2021	11/16/2021	Complied
6144 MILLER RD	58-31-526-006	Final	11/16/2021	11/16/2021	Approved
9258 OAKVIEW DR	58-03-531-139	Final	11/16/2021	11/16/2021	Approved
4446 MORRISH RD	58-35-677-001	Backfill-3 Units	11/17/2021	11/17/2021	Approved
5363 DON SHENK DR	58-02-552-021	Initial	11/17/2021	11/17/2021	Violation(s)
5410 DON SHENK DR	58-03-579-002	Initial	11/17/2021	11/17/2021	Blocked Out

# Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
5288 GREENLEAF DR	58-03-533-057	Initial	11/17/2021	11/17/2021	Violation(s)
7209 LINDSEY DR	58-36-676-045	Post Hole	11/17/2021	11/17/2021	Approved
3266 DYE RD	58-29-300-002	Final	11/18/2021	11/18/2021	Approved
5172 GREENLEAF DR	58-03-533-072	Final	11/18/2021	11/18/2021	Approved
7538 MILLER RD 3	58-36-300-021	Reinspection	11/22/2021	11/22/2021	Complied
5224 DURWOOD DR	58-03-533-137	Final	11/22/2021	11/22/2021	Approved
1 DRAGON DRIVE	58-02-100-006	Underslab-Classroom	11/22/2021	11/22/2021	Approved
4248 LINDSEY DR	58-36-676-074	Service	11/22/2021	11/23/2021	Approved
7193 RUSSELL DR	58-36-676-085	Rough-Basement	11/22/2021	11/22/2021	Approved
5242 SEYMOUR RD	58-03-531-067	Status	11/23/2021	11/23/2021	Partially Complied
1 DRAGON DRIVE	58-02-100-006	Flashing-Office Add	11/23/2021	11/23/2021	Approved
7099 PARK RIDGE PKWY	58-36-528-006	Final	11/23/2021	11/23/2021	Approved
5160 DAVAL DR	58-03-532-025	Final	11/23/2021	11/23/2021	Approved
8230 CRAPO ST	58-02-200-036	Underground	11/23/2021	11/23/2021	Approved
5292 SEYMOUR RD	58-03-531-062	Final	11/24/2021	11/24/2021	Approved
5180 GREENLEAF DR	58-03-533-071	Status	11/29/2021	11/29/2021	Disapproved
5180 GREENLEAF DR	58-03-533-071	NOV	11/29/2021	11/29/2021	Disapproved
4446 MORRISH RD	58-35-677-001	Temporary Service-F	11/29/2021	11/29/2021	Approved
8013 MILLER RD	58-01-100-040	Framing	11/29/2021	11/29/2021	Approved
5292 SEYMOUR RD	58-03-531-062	Status	11/30/2021	11/30/2021	Complied
4062 MORRISH RD	58-35-200-005	Status	11/30/2021		
7484 WADE ST	58-01-502-047	Status	11/30/2021		
7524 MILLER RD	58-36-300-019	Status	11/30/2021	11/30/2021	Complied
5061 SCHOOL ST	58-02-526-009	Status	11/30/2021		
8051 CRAPO ST	58-02-530-025	Ordinance	11/30/2021	11/30/2021	Violation(s)
7082 ABBEY LN	58-36-526-054	Final	11/30/2021	11/30/2021	Approved
5338 DURWOOD DR	58-03-533-121	Final	11/30/2021	11/30/2021	Approved

**Inspections: 63**

Population: All Records

Inspection.DateTimeScheduled Between 11/1/2021 12:00:00 AM AND 11/30/2021 11:59:59 PM

# Certificates With Inspections

12/01/2021

Certificate Number	Address	Date Applied	Since	Issued	Last Inspection	Expires	Status
CR210062	7538 MILLER RD 3	09/02/2021	09/02/2021	11/22/2021	11/22/2021	11/22/2023	Certified
Reinspection	MATT	Matt Hart	Completed	Complied			
Initial	JKEY	Matt Hart	Completed	Violation(s)			

Population: All Records

Record Count: 1

Certificate.DateIssued Between 11/1/2021 12:00:00 AM  
AND 11/30/2021 11:59:59 PM

# Enforcements By Category

12/01/21

## BLIGHT

Enforcement Number	Address	Status	Filed	Closed
E21-401	7561 MILLER RD	Closed	11/08/21	11/09/21
E21-403	7026 MILLER RD	Closed	11/08/21	11/16/21
E21-405	8051 CRAPO ST	Violation	11/29/21	

**Total Entries: 3**

## BUILDING VIOLATIONS

Enforcement Number	Address	Status	Filed	Closed
E21-400	8103 CRAPO ST	Posted Property Cor	11/04/21	
E21-402	4354 ELMS RD	Violation	11/08/21	
E21-404	4534 RAUBINGER RD	Resolved	11/15/21	11/16/21

**Total Entries: 3**

**Total Records: 6**

Population: All Records

Enforcement.DateFiled Between 11/1/2021 12:00:00 AM AND 11/30/2021 11:5

**Public Works**  
**Monthly Work Orders**

12/01/21

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
FNRD21-1991 COMPLETED	DA10-005197-0000-05	CONGDON, SHANNON 5197 DAVAL DR	11/01/21 11/01/21	FINAL READ
FNRD21-1994 COMPLETED	PA10-007232-0000-02	CLOLINGER, RICK 7232 PARK RIDGE PKY	11/09/21 11/15/21	FINAL READ
STRT21-0117 COMPLETED	BR20-007085-0000-01	KEEN, LILLIAN 7085 BRISTOL RD	11/01/21 11/08/21	STREET REPAIR
WOFF21-2388	WI10-005200-0000-10	CALDWELL, TIM 5200 WINSHALL DR	11/02/21	WATER TURN OFF
WOFF21-2389 COMPLETED	MI10-008231-0000-05	MOORE, PAMELA 8231 MILLER RD	11/02/21 11/02/21	WATER TURN OFF
WOFF21-2390 CANCELLED	CE10-009295-0000-07	HINKLEY, TOM & BRANDY 9295 CEDAR CREEK CT	11/02/21 11/02/21	WATER TURN OFF
WOFF21-2391 CANCELLED	CE10-009277-0000-05	WALLACE, ANTHONY 9277 CEDAR CREEK CT	11/02/21 11/01/21	WATER TURN OFF
WOFF21-2392 CANCELLED	CE10-009263-0000-09	SMITH, ALLISON 9263 CEDAR CREEK CT	11/02/21 11/08/21	WATER TURN OFF
WOFF21-2393 CANCELLED	GR10-005331-0000-09	FISHER, JASON 5331 GREENLEAF DR	11/02/21 11/01/21	WATER TURN OFF
WOFF21-2394 CANCELLED	MO10-005044-0000-11	SLIEFF, JACQUELINE 5044 MORRISH RD	11/02/21 11/02/21	WATER TURN OFF
SI-000054 COMPLETED	MI10-008060-0000-02	BECKER, GERALD 8060 MILLER RD	11/01/21 11/09/21	SIGNS
READ21-0892	MI10-008138-0000-01	SHARP FUNERAL HOME 8138 MILLER RD	11/02/21	READ METER
FNRD21-1995 COMPLETED	DO10-005304-0000-16	JMZ PROPERTIES LLC 5304 DON SHENK DR	11/02/21 11/02/21	FINAL READ
FNRD21-1996 COMPLETED	MC10-005095-0000-05	KLORRES, ALICIA 5095 MC LAIN ST	11/02/21 11/02/21	FINAL READ
STRT21-0118	GR10-005218-0000-01	CARSON, REX 5218 GREENLEAF DR	11/03/21	STREET REPAIR
GWO21-0624 COMPLETED	CI10-008095-0000-01	PERKINS LIBRARY 8095 CIVIC DR	11/03/21 11/03/21	GENERIC WORK ORDER
FNRD21-1997 COMPLETED	CA10-008372-0000-01	RILEY, DONNA J 8372 CAPPY LN	11/05/21 11/05/21	FINAL READ
GWO21-0625 COMPLETED	EL10-004125-0000-01	ELMS PARK 4125 ELMS RD	11/04/21 11/17/21	GENERIC WORK ORDER
GWO21-0626 COMPLETED	WI10-005363-0000-01	ABRAMS PARK 5363 WINSHALL DR	11/04/21 11/17/21	GENERIC WORK ORDER
21-000033 COMPLETED	CI10-008095-0000-01	PERKINS LIBRARY 8095 CIVIC DR	11/04/21 11/04/21	WATER LEAK



Work Order # Work Order Status	Location ID	Customer Name Service Address	Date Recd Date Comp	Type
FNRD21-1998 COMPLETED	CH20-009040-0000-02	STIFF, BRADLEY 9040 CHESTERFIELD DR	11/05/21 11/05/21	FINAL READ
FNRD21-1999 COMPLETED	YA10-007075-0000-01	HUCHESON, DAREN 7075 YARMY DR	11/08/21 11/11/21	FINAL READ
CKME21-0483 COMPLETED	CC10-007432-0000-03	KIPPE, JOHN C 7432 CROSS CREEK DR	11/08/21 11/08/21	CHECK METER
FNRD21-2000 COMPLETED	AL10-004274-0000-01	WOODSIDE BUILDERS 4274 ALEX MARIN DR	11/08/21 11/08/21	FINAL READ
TRIM21-0048 COMPLETED	MA20-008012-0000-04	TRIPLE C PROPERTIES LLC 8012 MAPLE ST	11/08/21 11/09/21	TREE-TRIM
LNDS21-0162 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	11/08/21 11/09/21	LANDSCAPING
GWO21-0627 COMPLETED	WI10-005363-0000-01	ABRAMS PARK 5363 WINSHALL DR	11/08/21 11/09/21	GENERIC WORK ORDE
GARB21-0010	MO10-005121-0000-01	SWARTZ CREEK DPW, CITY OF 5121 MORRISH RD	11/08/21	PICK UP GARBAGE
TRIM21-0049 COMPLETED	MI10-007025-0000-05	MILLER RD LAND COMPANY LLC 7025 MILLER RD	11/08/21 11/09/21	TREE-TRIM
21-000034 COMPLETED	MI10-008053-0000-01	ASSENMACHER, MATTHEW 8053 MILLER RD	11/08/21 11/09/21	WATER LEAK
STRT21-0119 COMPLETED	MA20-008012-0000-04	TRIPLE C PROPERTIES LLC 8012 MAPLE ST	11/08/21 11/10/21	STREET REPAIR
FNRD21-2001 COMPLETED	MO10-005058-0000-03	PAVLICA, BRIAN 5058 MORRISH RD	11/12/21 11/15/21	FINAL READ
GWO21-0628 COMPLETED	LU10-009127-0000-02	MAYO, MAYNARD 9127 LUEA LN	11/09/21 11/09/21	GENERIC WORK ORDE
FNRD21-2002 COMPLETED	EL10-003339-0000-01	KERR, PHILLIP 3339 ELMS RD	11/09/21 11/09/21	FINAL READ
FNRD21-2003 COMPLETED	CE10-009293-0000-05	PAVONE, ANTHONY 9293 CEDAR CREEK CT	11/09/21 11/09/21	FINAL READ
STRT21-0120 COMPLETED	BI10-005225-0000-01	CAMPBELL, ROBERT 5225 BIRCHCREST DR	11/09/21 11/10/21	STREET REPAIR
REPL21-0075 COMPLETED	MI10-007550-0000-07	SHARMAN, MAHESH 7550 MILLER RD	11/09/21 11/10/21	METER REPLACEMENT
READ21-0893 COMPLETED	MI10-008231-0000-05	MOORE, PAMELA 8231 MILLER RD	11/10/21 11/10/21	READ METER
DRAN21-0084 COMPLETED	MI10-007306-0000-03	RANDALL, MATTHEW 7306 MILLER RD	11/11/21 11/11/21	STORM DRAINS
DRAN21-0085 COMPLETED	MI10-006319-0000-04	CORNERSTONE BAPTIST CHURCH 6319 MILLER RD	11/11/21 11/22/21	STORM DRAINS
DRAN21-0086 COMPLETED	HT10-003358-0000-02	D'ANGELO, ROBIN 3358 HERITAGE BLVD	11/11/21 11/22/21	STORM DRAINS
DRAN21-0087	BA10-004525-0000-02	ALEXANDER, BRIAN	11/12/21	STORM DRAINS

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
COMPLETED		4525 RAUBINGER RD	11/22/21	
FNRD21-2005	CE10-009293-0000-06	NIKHIL-DEVON PROPERTIES	11/15/21	FINAL READ
COMPLETED		9293 CEDAR CREEK CT	11/15/21	
WMBK21-0122	MI10-007287-0000-05	JAQUES, JAMES	11/15/21	WATER MAIN BREAK
COMPLETED		7287 MILLER RD	11/15/21	
SI-000055	MO10-004412-0000-03	ZHRFELD, LOGAN	11/17/21	SIGNS
COMPLETED		4412 MORRISH RD	11/24/21	
GWO21-0629	CH20-009233-0000-01	EARLEY, TOM	11/17/21	GENERIC WORK ORDEI
		9233 CHESTERFIELD DR		
FNRD21-2006	DO10-005348-0000-01	FLETCHER, DAVID M	11/18/21	FINAL READ
COMPLETED		5348 DON SHENK DR	11/19/21	
HYDR21-0035	SC20-005122-0000-01	STERLING, JAMES	11/19/21	HYDRANTS
COMPLETED		5122 SCHOOL ST	11/22/21	
GWO21-0630	EL10-004125-0000-01	ELMS PARK	11/22/21	GENERIC WORK ORDEI
COMPLETED		4125 ELMS RD	11/24/21	
FNRD21-2007	WI10-005348-0000-06	SAYLOR, RANDY	11/23/21	FINAL READ
CANCELLED		5348 WINSHALL DR	11/22/21	
GWO21-0631	LO10-004176-0000-01	JUNIOR, ADRIAN	11/23/21	GENERIC WORK ORDEI
COMPLETED		4176 LOCUST LN	11/24/21	
GWO21-0632	CI10-008083-0000-01	CITY OF SWARTZ CREEK	11/23/21	GENERIC WORK ORDEI
COMPLETED		8083 CIVIC DR	11/24/21	
GWO21-0633	CI10-008095-000B-01	SENIOR CENTER	11/23/21	GENERIC WORK ORDEI
COMPLETED		8095 CIVIC DR 000B	11/23/21	
SETM21-0100	RU10-007179-0000-01	WOODSIDE BUILDERS, INC	11/29/21	SET METER
COMPLETED		7179 RUSSELL DR	11/30/21	
SETM21-0101	RU10-007183-0000-01	WOODSIDE BUILDERS, INC	11/29/21	SET METER
COMPLETED		7183 RUSSELL DR	11/30/21	
SETM21-0102	AL10-000000-0000-01	WILLIAMSON, DAVID & DEBORAH	11/29/21	SET METER
COMPLETED		4278 ALEX MARIN DR	11/30/21	
WOFF21-2395	CR10-008103-0000-01	WOOLUM, MICHAEL W	11/29/21	WATER TURN OFF
		8103 CRAPO ST		
WOFF21-2397	DU10-005174-0000-03	HATFIELD, TIMOTHY	11/29/21	WATER TURN OFF
CANCELLED		5174 DURWOOD DR	11/30/21	
WOFF21-2398	HI10-009299-0000-01	BRIGGS, JULIE	11/29/21	WATER TURN OFF
CANCELLED		9299 HILL RD	11/30/21	
WOFF21-2399	JE10-004036-0000-04	LEVY, SCOTT	11/29/21	WATER TURN OFF
CANCELLED		4036 JENNIE LN	11/30/21	
WOFF21-2400	MA20-008070-0000-01	WOODBURY, TRACY	11/29/21	WATER TURN OFF
CANCELLED		8070 MAPLE ST	11/29/21	
WOFF21-2401	MI10-008002-0000-03	LASER'S FLOWER SHOP	11/29/21	WATER TURN OFF
COMPLETED		8002 MILLER RD	11/30/21	
WOFF21-2402	WA10-007484-0000-01	THOMPSON SERVICE	11/29/21	WATER TURN OFF
CANCELLED		7484 WADE ST	11/30/21	

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
SI-000056	TH10-005015-0000-02	WOODS COLLISION 5015 THIRD ST	11/29/21	SIGNS
GWO21-0634 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	11/29/21 11/29/21	GENERIC WORK ORDER
WTON21-1395 COMPLETED	MI10-008002-0000-03	LASER'S FLOWER SHOP 8002 MILLER RD	11/30/21 11/30/21	WATER TURN ON

Total Records: 66

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Report Generated: 12/1/2021 11:00 AM  
 Report Options: Scheduled From: 11/1/2021 To: 11/30/2021

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From: 10/23/2021 To: 11/19/2021

Grouped By: Employee ID

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
Hours for Week Beginning: 10/17/2021						
10/23/2021	4400000009	Bosas, Rebecca M	15X	401	0.00	1.00
		- Open Parks				
10/23/2021	4400000009	Bosas, Rebecca M	15X	401	0.00	1.00
		- Open parks				
Total For Employee: 4400000009					0.00	2.00
Hours for Week Beginning: 10/24/2021						
10/25/2021	4100000001	Gardner, Rodney E	REG	401	6.00	0.00
10/25/2021	4100000001	Gardner, Rodney E	REG	401	1.00	0.00
10/25/2021	4100000001	Gardner, Rodney E	REG	401	1.00	0.00
10/26/2021	4100000001	Gardner, Rodney E	REG	401	7.00	0.00
10/26/2021	4100000001	Gardner, Rodney E	REG	401	1.00	0.00
10/27/2021	4100000001	Gardner, Rodney E	PERS	401	8.00	0.00
10/28/2021	4100000001	Gardner, Rodney E	REG	401	8.00	0.00
10/29/2021	4100000001	Gardner, Rodney E	REG	401	6.00	0.00
10/29/2021	4100000001	Gardner, Rodney E	REG	401	2.00	0.00
Total For Employee: 4100000001					40.00	0.00
10/25/2021	4100000004	Wright, David L	REG	401	2.00	0.00
		- went to flint for lumber and hose connections for pumps				
10/25/2021	4100000004	Wright, David L	REG	401	4.00	0.00
		- set water meter on miller road, final reads, stakings				
10/25/2021	4100000004	Wright, David L	REG	401	0.50	0.00
		- dumped trash				
10/25/2021	4100000004	Wright, David L	REG	401	1.00	0.00
		- dumped trash and opened bathrooms				
10/25/2021	4100000004	Wright, David L	REG	401	0.50	0.00
		- dumped trash				
10/26/2021	4100000004	Wright, David L	REG	401	1.00	0.00
		- picked up dead deer and buried it.				
10/26/2021	4100000004	Wright, David L	REG	401	1.00	0.00
		- dumped trash and opened bathrooms				
10/26/2021	4100000004	Wright, David L	REG	401	6.00	0.00
		- cut boards and installed around inside of pole barn at dps				
10/27/2021	4100000004	Wright, David L	REG	401	2.00	0.00
		- graded roadway and parking lots in elms road park				
10/27/2021	4100000004	Wright, David L	REG	401	2.00	0.00
		- took down flower baskets				
10/27/2021	4100000004	Wright, David L	REG	401	3.00	0.00
		- water stakings water reads and filled holes on miller road from water main installation				
10/27/2021	4100000004	Wright, David L	REG	401	1.00	0.00
		- working on door on pole barn				
10/28/2021	4100000004	Wright, David L	REG	401	1.00	0.00
		- trimmed trees and chipped branches				
10/28/2021	4100000004	Wright, David L	REG	401	3.00	0.00
		- final water reads and stakings				
10/28/2021	4100000004	Wright, David L	REG	401	2.00	0.00
		- dumped trash and went to home depot for dishwasher				
10/28/2021	4100000004	Wright, David L	REG	401	2.00	0.00
		- drilled concrete and put brackets on pole barn				
10/29/2021	4100000004	Wright, David L	REG	401	1.00	0.00
		- installed hand towel holders				
10/29/2021	4100000004	Wright, David L	REG	401	1.00	0.00
		- installed electric eye for parking lot lights				
10/29/2021	4100000004	Wright, David L	REG	401	2.00	0.00
10/29/2021	4100000004	Wright, David L	REG	401	3.00	0.00
		- installed new dishwasher, dumped trash and vacuumed carpets				
10/29/2021	City Council Packet	Wright, David L	REG60	401	December 6, 2021	0.00

From: 10/23/2021 To: 11/19/2021

Grouped By: Employee ID

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
- dumped trash and opened bathrooms						
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Total For Employee: 4100000004					40.00	0.00
10/25/2021	4100000005	Sandford, Jay E	REG	401	3.00	0.00
- clean catch basins						
10/25/2021	4100000005	Sandford, Jay E	REG	401	5.00	0.00
- do water samples. install new meter on miller rd..						
10/26/2021	4100000005	Sandford, Jay E	REG	401	4.00	0.00
- take water samples to paragon						
10/26/2021	4100000005	Sandford, Jay E	REG	401	3.00	0.00
- put new boards on bottom of pole barn at dpw.						
10/26/2021	4100000005	Sandford, Jay E	PERS	401	1.00	0.00
- personal time.						
10/27/2021	4100000005	Sandford, Jay E	REG	401	2.00	0.00
- check park. empty trash						
10/27/2021	4100000005	Sandford, Jay E	REG	401	4.00	0.00
- hand out late payment door hangers						
10/27/2021	4100000005	Sandford, Jay E	REG	401	2.00	0.00
- work on pole barn at dpw						
10/28/2021	4100000005	Sandford, Jay E	REG	401	6.00	0.00
- mow city properties						
10/28/2021	4100000005	Sandford, Jay E	REG	401	2.00	0.00
- open and clean bathrooms						
10/29/2021	4100000005	Sandford, Jay E	PERS	401	2.00	0.00
- personal						
10/29/2021	4100000005	Sandford, Jay E	REG	401	4.00	0.00
- clean library						
10/29/2021	4100000005	Sandford, Jay E	REG	401	2.00	0.00
- check manholes						
-----					-----	-----
Total For Employee: 4100000005					40.00	0.00
10/25/2021	440000000000013	Bincsik, Robert J	REG	202	8.00	0.00
10/26/2021	440000000000013	Bincsik, Robert J	REG	202	8.00	0.00
10/27/2021	440000000000013	Bincsik, Robert J	REG	202	8.00	0.00
10/28/2021	440000000000013	Bincsik, Robert J	REG	202	8.00	0.00
10/29/2021	440000000000013	Bincsik, Robert J	REG	202	8.00	0.00
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Total For Employee: 440000000000013					40.00	0.00
10/24/2021	4400000009	Bosas, Rebecca M	2X	401	0.00	1.00
- Open Parks						
10/24/2021	4400000009	Bosas, Rebecca M	2X	401	0.00	1.00
- Open Parks						
10/25/2021	4400000009	Bosas, Rebecca M	VAC	401	8.00	0.00
10/26/2021	4400000009	Bosas, Rebecca M	VAC	401	8.00	0.00
10/27/2021	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00
- Door repair red barn						
10/27/2021	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00
- Edge drain back up work order						
10/27/2021	4400000009	Bosas, Rebecca M	REG	401	2.00	0.00
- Fill in holes/voids manholes roadwork/construction Miller before Dye and near GM entrance						
10/27/2021	4400000009	Bosas, Rebecca M	REG	401	2.00	0.00
- Take down hanging flower baskets						
10/27/2021	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00
10/27/2021	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00
10/28/2021	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00
- Edge drain back up - work order - American Sewers jetted - Durwood						
10/28/2021	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00
10/28/2021	4400000009	Bosas, Rebecca M	REG	401	6.00	0.00
- Mow right of waysCover graffiti on overpass/Elms I69 vidocks						
10/29/2021	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00

From: 10/23/2021 To: 11/19/2021

Grouped By: Employee ID

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
10/29/2021	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00
		- Electrical				
10/29/2021	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00
		- Install hand dryers				
10/29/2021	4400000009	Bosas, Rebecca M	REG	401	0.50	0.00
		- Remove gravel from roadway				
10/29/2021	4400000009	Bosas, Rebecca M	REG	401	0.50	0.00
		- Roadway noise work order				
10/29/2021	4400000009	Bosas, Rebecca M	REG	401	4.00	0.00
		- Install dishwasherClean front bathrooms and entrance area				
-----					40.00	2.00
Total For Employee: 4400000009						
Hours for Week Beginning: 10/31/2021						
-----						
11/01/2021	4100000001	Gardner, Rodney E	VAC	401	8.00	0.00
11/02/2021	4100000001	Gardner, Rodney E	VAC	401	8.00	0.00
11/03/2021	4100000001	Gardner, Rodney E	VAC	401	8.00	0.00
11/04/2021	4100000001	Gardner, Rodney E	VAC	401	8.00	0.00
11/05/2021	4100000001	Gardner, Rodney E	VAC	401	8.00	0.00
-----					40.00	0.00
Total For Employee: 4100000001						
11/01/2021	4100000004	Wright, David L	REG	401	2.00	0.00
		- winterized bathrooms				
11/01/2021	4100000004	Wright, David L	REG	401	2.00	0.00
		- winterized bathrooms				
11/01/2021	4100000004	Wright, David L	REG	401	1.00	0.00
		- replaced crosswalk sign on miller road				
11/01/2021	4100000004	Wright, David L	REG	401	1.00	0.00
		- dumped trash				
11/01/2021	4100000004	Wright, David L	REG	401	2.00	0.00
		- water stakings				
11/02/2021	4100000004	Wright, David L	REG	401	3.00	0.00
		- cold patching				
11/02/2021	4100000004	Wright, David L	REG	401	2.00	0.00
		- replaced electric eye for park and ride parking lot lights				
11/02/2021	4100000004	Wright, David L	REG	401	2.00	0.00
		- checking hydrant on raubinger road and meter reads				
11/02/2021	4100000004	Wright, David L	REG	401	1.00	0.00
		- checking catch basin on raubinger road				
11/03/2021	4100000004	Wright, David L	REG	401	0.50	0.00
		- dumped trash				
11/03/2021	4100000004	Wright, David L	REG	401	1.00	0.00
		- dumped trash				
11/03/2021	4100000004	Wright, David L	REG	401	0.50	0.00
		- dumped trash				
11/03/2021	4100000004	Wright, David L	REG	401	3.00	0.00
		- water hydrant repair and water stakings				
11/03/2021	4100000004	Wright, David L	REG	401	1.00	0.00
		- dumped trash				
11/03/2021	4100000004	Wright, David L	REG	401	2.00	0.00
		- checking front plows for pickups				
11/04/2021	4100000004	Wright, David L	REG	401	3.00	0.00
		- took hydrant apart on raubinger rd and water stakings				
11/04/2021	4100000004	Wright, David L	REG	401	2.00	0.00
		- took down banners				
11/04/2021	4100000004	Wright, David L	REG	401	3.00	0.00
		- put salt spreader on #12-04 dumptruck loaded dumpster with leaves checked broken arm on backhoe #17				
11/05/2021	4100000004	Wright, David L	REG	401	6.00	0.00
		- chipped brush				
11/05/2021	4100000004	Wright, David L	REG	401	2.00	0.00
		- checked sewer manholes				

From: 10/23/2021 To: 11/19/2021

Grouped By: Employee ID

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
-----					-----	-----
Total For Employee: 4100000004					40.00	0.00
11/01/2021	4100000005	Sandford, Jay E	REG	401	5.00	0.00
		- stakings. stake miller rd				
11/01/2021	4100000005	Sandford, Jay E	REG	401	2.00	0.00
		- winterize bathrooms				
11/01/2021	4100000005	Sandford, Jay E	PERS	401	1.00	0.00
		- personal time				
11/02/2021	4100000005	Sandford, Jay E	REG	401	6.00	0.00
		- stake miller rd				
11/02/2021	4100000005	Sandford, Jay E	REG	401	2.00	0.00
		- cold patch major streets				
11/03/2021	4100000005	Sandford, Jay E	REG	401	6.00	0.00
		- stake miller rd				
11/03/2021	4100000005	Sandford, Jay E	REG	401	2.00	0.00
		- get truck plows ready for winter				
11/04/2021	4100000005	Sandford, Jay E	REG	401	2.00	0.00
		- put salt spreader on 12-04				
11/04/2021	4100000005	Sandford, Jay E	REG	401	2.00	0.00
		- empty trash				
11/04/2021	4100000005	Sandford, Jay E	REG	401	2.00	0.00
		- attempt to repair hydrant on raubinger rd				
11/04/2021	4100000005	Sandford, Jay E	REG	401	2.00	0.00
		- take down football banners				
11/05/2021	4100000005	Sandford, Jay E	REG	401	6.00	0.00
		- woodchipping				
11/05/2021	4100000005	Sandford, Jay E	REG	401	1.00	0.00
		- clean library				
11/05/2021	4100000005	Sandford, Jay E	REG	401	1.00	0.00
		- water work orders. stakings				
-----					-----	-----
Total For Employee: 4100000005					40.00	0.00
11/01/2021	4400000000000013	Bincsik, Robert J	REG	202	8.00	0.00
11/02/2021	4400000000000013	Bincsik, Robert J	REG	202	8.00	0.00
11/03/2021	4400000000000013	Bincsik, Robert J	REG	202	8.00	0.00
11/04/2021	4400000000000013	Bincsik, Robert J	REG	202	8.00	0.00
11/05/2021	4400000000000013	Bincsik, Robert J	REG	202	8.00	0.00
-----					-----	-----
Total For Employee: 4400000000000013					40.00	0.00
11/01/2021	4400000009	Bosas, Rebecca M	VAC	401	2.00	0.00
		- Leave form				
11/01/2021	4400000009	Bosas, Rebecca M	REG	401	2.00	0.00
		- Winterize for the year				
11/01/2021	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00
		- Winterize for the year				
11/01/2021	4400000009	Bosas, Rebecca M	REG	401	3.00	0.00
		- Miss digs Get pumps running for hydrant flushing				
11/02/2021	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00
		- Cold patch Bristol				
11/02/2021	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00
		- Final ReadWater Turn OffData Log				
11/02/2021	4400000009	Bosas, Rebecca M	REG	401	6.00	0.00
		- Miss dig - Miller Road between Elms and Raubinger				
11/03/2021	4400000009	Bosas, Rebecca M	REG	401	6.00	0.00
		- Miss digs Etc				
11/03/2021	4400000009	Bosas, Rebecca M	REG	401	2.00	0.00
		- Get blades on trucks and checked out/prepped for upcoming season				
11/04/2021	4400000009	Bosas, Rebecca M	REG	401	6.00	0.00
		- WQP and THM/HAA5/VOC water samples Raubinger Road fire hydrant				
11/04/2021	4400000009	Bosas, Rebecca M	REG	401	2.00	0.00

From: 10/23/2021 To: 11/19/2021

Grouped By: Employee ID

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
- Take down football banners downtown						
11/05/2021	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00
11/05/2021	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00
11/05/2021	4400000009	Bosas, Rebecca M	REG	401	6.00	0.00
Total For Employee: 4400000009					40.00	0.00
Hours for Week Beginning: 11/07/2021						
11/08/2021	4100000001	Gardner, Rodney E	REG	401	3.00	0.00
11/08/2021	4100000001	Gardner, Rodney E	REG	401	5.00	0.00
11/09/2021	4100000001	Gardner, Rodney E	REG	401	2.00	0.00
11/09/2021	4100000001	Gardner, Rodney E	REG	401	6.00	0.00
11/10/2021	4100000001	Gardner, Rodney E	REG	401	2.00	0.00
11/10/2021	4100000001	Gardner, Rodney E	REG	401	6.00	0.00
11/11/2021	4100000001	Gardner, Rodney E	REG	401	8.00	0.00
11/12/2021	4100000001	Gardner, Rodney E	REG	401	8.00	0.00
Total For Employee: 4100000001					40.00	0.00
11/08/2021	4100000004	Wright, David L	REG	401	8.00	0.00
- handed out gift cards for water samples and checked inside plumbing in houses						
11/09/2021	4100000004	Wright, David L	REG	401	0.50	0.00
- dumped trash						
11/09/2021	4100000004	Wright, David L	REG	401	0.50	0.00
- dumped trash						
11/09/2021	4100000004	Wright, David L	REG	401	0.50	0.00
- dumped trash						
11/09/2021	4100000004	Wright, David L	REG	401	1.00	0.00
- trimmed bushes on miller at elms road and morrish at the cemetery						
11/09/2021	4100000004	Wright, David L	REG	401	1.00	0.00
- trimmed tree on maple street						
11/09/2021	4100000004	Wright, David L	REG	401	0.50	0.00
- dumped trash						
11/09/2021	4100000004	Wright, David L	REG	401	1.00	0.00
- dumped trash						
11/09/2021	4100000004	Wright, David L	REG	401	1.00	0.00
- dumped trash						
11/09/2021	4100000004	Wright, David L	REG	401	0.50	0.00
- dumped trash						
11/09/2021	4100000004	Wright, David L	REG	401	1.50	0.00
- delivering gift cards and water staking						
11/10/2021	4100000004	Wright, David L	REG	401	4.00	0.00
- cold patched						
11/10/2021	4100000004	Wright, David L	REG	401	4.00	0.00
- repaired culvert on birchcrest dr and col patched						
11/11/2021	4100000004	Wright, David L	REG	401	1.00	0.00
- dumped trash and took inventory on picnic tables						
11/11/2021	4100000004	Wright, David L	REG	401	1.00	0.00
- dumped trash and inventoryed picnic tables						
11/11/2021	4100000004	Wright, David L	REG	401	6.00	0.00
- worked on hydraulic motor for cement saw and hydraulic jack hammer checked over snow blowers						
11/12/2021	4100000004	Wright, David L	REG	401	1.00	0.00
- dumped trash and vacummed carpets						
11/12/2021	4100000004	Wright, David L	REG	401	2.00	0.00
- picked up corn stalks and put away halloween ornaments						
11/12/2021	4100000004	Wright, David L	REG	401	1.00	0.00
- checking catch basin on raubinger road						
11/12/2021	4100000004	Wright, David L	REG	401	1.00	0.00
- repaired hydrant cap and nozzle on chelmsford drive						
11/12/2021	4100000004	Wright, David L	REG	401	2.00	0.00
- checked sewer manholes						
11/12/2021	4100000004	Wright, David L	REG	401	1.00	0.00



From: 10/23/2021 To: 11/19/2021

Grouped By: Employee ID

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
- dumped trash and vacuumed carpets						
----- Total For Employee: 4100000004					40.00	0.00
11/08/2021	4100000005	Sandford, Jay E	REG	401	2.00	0.00
- woodchipping						
11/08/2021	4100000005	Sandford, Jay E	REG	401	5.00	0.00
- flush and pump hydrants						
11/08/2021	4100000005	Sandford, Jay E	PERS	401	1.00	0.00
- personal time						
11/09/2021	4100000005	Sandford, Jay E	REG	401	8.00	0.00
- flush and pump hydrants						
11/10/2021	4100000005	Sandford, Jay E	REG	401	8.00	0.00
- flush and pump hydrants						
11/11/2021	4100000005	Sandford, Jay E	REG	401	8.00	0.00
- flush and pump hydrants						
11/12/2021	4100000005	Sandford, Jay E	REG	401	8.00	0.00
- flush and pump hydrants						
----- Total For Employee: 4100000005					40.00	0.00
11/08/2021	440000000000013	Bincsik, Robert J	REG	202	8.00	0.00
11/09/2021	440000000000013	Bincsik, Robert J	REG	202	8.00	0.00
11/10/2021	440000000000013	Bincsik, Robert J	REG	202	8.00	0.00
11/11/2021	440000000000013	Bincsik, Robert J	REG	202	8.00	0.00
11/12/2021	440000000000013	Bincsik, Robert J	REG	202	8.00	0.00
----- Total For Employee: 440000000000013					40.00	0.00
11/08/2021	4400000009	Bosas, Rebecca M	REG	401	2.00	0.00
11/08/2021	4400000009	Bosas, Rebecca M	REG	401	6.00	0.00
- Winterize Hydrants						
11/09/2021	4400000009	Bosas, Rebecca M	REG	401	8.00	0.00
- Winterize HydrantsGray Water - Leua Lane Work Order						
11/10/2021	4400000009	Bosas, Rebecca M	REG	401	8.00	0.00
11/11/2021	4400000009	Bosas, Rebecca M	REG	401	8.00	0.00
- Winterize Hydrants						
11/12/2021	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00
- Discard Cornstalks from fall decor downtown						
11/12/2021	4400000009	Bosas, Rebecca M	REG	401	7.00	0.00
- Winterize HydrantsHydrant cap repair on Chelmsford						
----- Total For Employee: 4400000009					40.00	0.00
Hours for Week Beginning: 11/14/2021						
-----						
11/15/2021	4100000001	Gardner, Rodney E	VAC	401	8.00	0.00
11/16/2021	4100000001	Gardner, Rodney E	VAC	401	8.00	0.00
11/17/2021	4100000001	Gardner, Rodney E	VAC	401	8.00	0.00
11/18/2021	4100000001	Gardner, Rodney E	VAC	401	8.00	0.00
11/19/2021	4100000001	Gardner, Rodney E	VAC	401	8.00	0.00
----- Total For Employee: 4100000001					40.00	0.00
11/15/2021	4100000004	Wright, David L	PERS	401	8.00	0.00
11/16/2021	4100000004	Wright, David L	REG	401	0.50	0.00
- dumped trash						
11/16/2021	4100000004	Wright, David L	REG	401	0.50	0.00
- dumped trash						
11/16/2021	4100000004	Wright, David L	REG	401	1.00	0.00
- dumped trash						
11/16/2021	4100000004	Wright, David L	REG	401	6.00	0.00
- water stakings and handing out shut off notices						
11/17/2021	4100000004	Wright, David L	REG	401	0.50	0.00
- dumped trash						
11/17/2021	City Council Packet	Wright, David L	REG65	401	December 6, 2021	0.00

From: 10/23/2021 To: 11/19/2021

Grouped By: Employee ID

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
		- repaired catch basin on raubinger road				
11/17/2021	4100000004	Wright, David L	REG	401	4.00	0.00
		- loosening caps on fire hydrants and lubricating them				
11/17/2021	4100000004	Wright, David L	REG	401	2.00	0.00
		- repairing broken arm on #17 backhoe and greasing the front bucket				
11/18/2021	4100000004	Wright, David L	VAC	401	4.00	0.00
11/18/2021	4100000004	Wright, David L	REG	401	2.00	0.00
		- cold patched miller road				
11/18/2021	4100000004	Wright, David L	REG	401	2.00	0.00
		- cutting brush and tree by fire hydrants and loosening caps				
11/19/2021	4100000004	Wright, David L	REG	401	3.00	0.00
		- chipped brush				
11/19/2021	4100000004	Wright, David L	REG	401	3.00	0.00
		- repaired fire hydrant on raubinger road				
11/19/2021	4100000004	Wright, David L	REG	401	1.00	0.00
		- dumped trash				
11/19/2021	4100000004	Wright, David L	REG	401	0.50	0.00
		- dumped trash				
11/19/2021	4100000004	Wright, David L	REG	401	0.50	0.00
		- dumped trash				
-----					-----	-----
Total For Employee: 4100000004					40.00	0.00
11/15/2021	4100000005	Sandford, Jay E	REG	401	8.00	0.00
		- flush and pump hydrants. help with service repair on miller rd.				
11/16/2021	4100000005	Sandford, Jay E	REG	401	5.00	0.00
		- flush and pump hydrants.				
11/16/2021	4100000005	Sandford, Jay E	REG	401	3.00	0.00
		- hand out turn off notices				
11/17/2021	4100000005	Sandford, Jay E	REG	401	8.00	0.00
		- flush and pump hydrants				
11/18/2021	4100000005	Sandford, Jay E	REG	401	4.00	0.00
		- pump and flush hydrants				
11/18/2021	4100000005	Sandford, Jay E	REG	401	4.00	0.00
		- work on christmas decorations				
11/19/2021	4100000005	Sandford, Jay E	REG	401	2.00	0.00
		- check manholes				
11/19/2021	4100000005	Sandford, Jay E	REG	401	2.00	0.00
		- repair hydrant on raubinger rd				
11/19/2021	4100000005	Sandford, Jay E	REG	401	4.00	0.00
		- work on christmas decorations				
-----					-----	-----
Total For Employee: 4100000005					40.00	0.00
11/15/2021	440000000000013	Bincsik, Robert J	HOL	202	8.00	0.00
		- Birthday				
11/16/2021	440000000000013	Bincsik, Robert J	REG	202	8.00	0.00
11/17/2021	440000000000013	Bincsik, Robert J	REG	202	8.00	0.00
11/18/2021	440000000000013	Bincsik, Robert J	REG	202	8.00	0.00
11/19/2021	440000000000013	Bincsik, Robert J	REG	202	8.00	0.00
-----					-----	-----
Total For Employee: 440000000000013					40.00	0.00
11/15/2021	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00
		- Final Reads				
11/15/2021	4400000009	Bosas, Rebecca M	REG	401	7.00	0.00
		- Winterize hydrants Assist Dawes with two service leads pulled in construction area on Miller near Maya				
11/16/2021	4400000009	Bosas, Rebecca M	REG	401	3.00	0.00
		- Nonpayment door hangers				
11/16/2021	4400000009	Bosas, Rebecca M	REG	401	5.00	0.00
		- Winterize hydrants				
11/17/2021	4400000009	Bosas, Rebecca M	REG	401	8.00	0.00
		- Winterize hydrants				

From: 10/23/2021 To: 11/19/2021

Grouped By: Employee ID

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
11/18/2021	4400000009	Bosas, Rebecca M	REG	401	6.00	0.00
		- Winterize hydrantsMiss dig stakingsetc				
11/18/2021	4400000009	Bosas, Rebecca M	REG	401	2.00	0.00
		- Start Christmas light prep				
11/19/2021	4400000009	Bosas, Rebecca M	REG	401	6.00	0.00
		- Repair Hydrant with Randy White - EJ on RaubingerMiss digs Hydrant work orderEtc				
11/19/2021	4400000009	Bosas, Rebecca M	REG	401	2.00	0.00
		- Start Christmas Prep - garland and lights				
-----					-----	-----
Total For Employee: 4400000009					40.00	0.00
Grand Total:					800.00	4.00

Equipment ID Employee ID	Description Name	GL Number	Activity Code	Date	Hours	Rate	Approx Cost
Pickup 4WD	1-20, 7-15,3-08, 2-08, 10-				335.00		4,167.40
Front Blade	Front Blade/Plow - used on				0.00		0.00
Pickup 2WD	6-16 2WD				0.00		0.00
Backhoe	Backhoe				9.00		548.64
Breaker	Breaker - used on backhoe				0.00		0.00
Bucket Truck	No. 06-99				0.00		0.00
Bucket	Bucket - used with Bucket				0.00		0.00
Brush Hog	NO. 9-02				0.00		0.00
Dump	Dump Truck No. 11, 12-02,				6.00		321.78
UnderbodyScrapr	Underbody Scraper used w/				2.00		18.12
Hopper/Salt Box	Hopper/Salt Box use w/ dump				0.00		0.00
Sweeper	Sweeper				22.00		2,231.46
Vacuum Cleaner	Sweeper - used with Street				0.00		0.00
Tractor	Tractor				0.00		0.00
Woodchipper	Woodchipper				12.00		367.68
Material Heater	Material Heater				6.00		78.96
Kubota	Kubota #5-18				0.00		0.00
Arrow	Arrow				0.00		0.00
Trailer	Trailer				0.00		0.00
-----							
Grand Totals							
Equipment:				19	392.00		7,734.04
Materials:				0	0.00		0.00
Totals:				19			7,734.04

# Metro Police Authority Offense Summary

## For Swartz Creek

Occurred **11/1/2021 - 11/30/2021**

Offense	Total Offenses
1313 - 13001 - Assault and Battery/Simple Assault	3
2275 - 22001 - Burglary - Unoccupied Building or Other Structure	2
2305 - 23005 - Larceny - Personal Property from Vehicle	1
2399 - 23007 - Larceny (Other)	1
3708 - 37000-Child Sexually Abusive Activity, Aggravated	1
3710 - 37000-Child Sexually Abusive Material, Aggravated Possession	1
3806 - 38001 - Neglect Child	1
5295 - 52001 - Concealed Weapons - Firearm in Auto (CCW)	1
7070 - 70000 - Runaway	1
8013 - 54001 - Motor Vehicle Accident - Failed to Report Accident	1
8051 - 54003 - Exceeded Posted or Unposted Maximum	1
8073 - 54003 - Traffic - Reckless Driving	1
8271 - 54003 - Traffic - No Operators License	1
8273 - 54003 - Traffic - Driving on Susp/Revoked/Refused License	3
8280 - 54003 - Traffic - No Proof of Insurance	2
8328 - 54003 - Motor Vehicle Violation	5
9910 - 93001 - Traffic, Non-Criminal - Accident	15
9911 - 93002 - Traffic, Non-Criminal - Non-Traffic Accident	2
9943 - 98007 - Inspections/Investigations - Suspicious Situations	1
9947 - 99002 - Miscellaneous - Natural Death	2
9953 - 99008 - Miscellaneous - General Assistance	2
9954 - 99009 - Miscellaneous - Non-Criminal	1
<b>Total</b>	<b>49</b>



GENESEE COUNTY DRAIN COMMISSIONER'S OFFICE

- DIVISION OF -

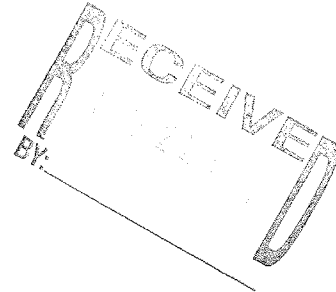
WATER & WASTE SERVICES

G-4610 BEECHER ROAD - FLINT, MICHIGAN 48532-2617

PHONE (810) 732-7870 - FAX (810) 732-9773

JEFFREY WRIGHT  
COMMISSIONER

Date: November 18, 2021  
To: The Governing Bodies of Each of the Communities Served by the Drain Commissioner's - Division of Water & Waste Services  
Attention: Clerk  
Re: Notices of Rates to be Charged  
I&T Rates  
District 1, 2, 4, and 5  
Rates Effective January 2, 2022



Dear Ladies and Gentlemen:

On November 3, 2021, the Advisory Committee reviewed and gave their recommendation of approval of new sewer rates to the Drain Commissioner. The Drain Commissioner has accepted their recommendation and has approved the new sewer rates effective January 2, 2022, for the I&T sewer system, which serves your community.

The County has adopted a five-year rate structure system. Rather than annual increases, the County sets rates on a five-year basis. This allows for a stabilization of rates over that period. Therefore, the rates are established for 2022 through 2026. Find enclosed the new rate sheet. Only Sections 1A, 1B, and 1C have changed. Also attached is a simple fact sheet that may assist in answering questions.

The chart below compares the existing to the increase:

	Existing	Budget Subcommittee Recommendations
RTS (per unit)	4.67	5.70
Commodity (per 100 cf)	1.82	2.20
Flat Rate (per month)	27.43	33.25
Bulk (per 100 cf)	2.07	2.55

This represents approximately a 21 percent rate increase. This is the first increase for the I&T rate since 2014.

**Please remember these are charges to the local municipality. Each municipality needs to evaluate these rates and the rate structure and determine the necessary changes required for the rates and the savings they will be pass on to the individual customer.**

We would be pleased to assist you in the preparation of the adjustments that you may wish to make. For those customers who have contracted with the County for billing services, we will need your rate information by the 15<sup>th</sup> of the month of implementation. For example, if you wish to update your rate for January 2, 2022, we will need your Council/Board approval rate by December 15, 2021, to allow us time to implement. If there are any questions relative to the rate adjustment, please contact this office.

Sincerely,

  
John F. O'Brien, PE, BCEE, Director  
Division of Water & Waste Services

JFO/JMW  
Enclosure  
cc: Advisory Board  
City Council Packet

**NOTICE OF RATE CHANGE**

RATES AND CHARGES TO BE MADE TO THE MUNICIPALITIES  
SERVED BY THE GENESEE COUNTY SEWAGE DISPOSAL SYSTEM  
INTERCEPTOR AND TREATMENT FACILITIES (DISTRICTS 1, 2, 4, 5)  
EFFECTIVE WITH THE BILLINGS TO BE SENT ON OR AFTER JANUARY 2, 2022

**I. RATES:**

- A. Where individual water meter readings are available, the readings shall be used as the basis for payment. The rate charge shall be based on the water consumption measured by the accumulation of these individual water meter readings and shall be \$2.20 per 100 cubic feet of water consumed or \$2.95 per 1,000 gallons of water consumed, plus a minimum charge of \$5.70 per month (\$17.10 per quarter) per unit.
- B. Where community bulk sewer meter readings are available, the readings shall be used as a basis of payment. The rate charge shall be based on sewer discharged through a meter directly into the county interceptor and shall be \$2.55 per 100 cubic feet (or \$3.37 per 1,000 gallons) of sewage received, plus a minimum charge of \$600.00 per month.
- C. For all other connections having an unmetered water supply, the rate shall be \$33.25 per unit per month (\$99.75 per quarter) based upon the Residential Equivalent Units (REU) set forth below:

<u>USAGE</u>	<u>REU</u>
General Office Building Space.....	0.60 per 1000 sq. ft.
Medical Office Space.....	0.60 per 1000 sq. ft.
Auto Dealers.....	0.40 per 1000 sq. ft.
Restaurant (Sit Down or Fast Food).....	0.16 per seat
Fast Food Drive-Thru Window.....	2.00 per window
Outdoor seating & Bar Area- Restaurant.....	0.06 per seat/stool
Café.....	0.10 per seat/stool
Carry Out- No Seating.....	2.00 per establishment
Multiple Family Residence.....	1.00 per unit
RV/ Campground.....	0.60 per site
Assist. Living /Any Food Prep in Rooms.....	0.60 per Room/Unit
Convalescent Homes.....	0.30 per bed
Hotels/Motel/Bed & Breakfast.....	0.25 per bed
Rooming/Halfway Houses.....	0.30 per person
Shelters, Boarding School or Convents.....	0.30 per person
Churches.....	0.01 per seat
Country Clubs.....	0.10 per member
Fraternal Organizations.....	1.25 per hall
Fraternal Organizations/ Rental Halls.....	2.50 per hall
Schools (with Cafeteria/ No Showers/Pool).....	1.50 per classroom
Schools (with Showers/Pool).....	2.00 per classroom
Schools (with Cafeteria/ Showers/ Gym).....	2.50 per classroom
Daycares.....	1.50 per classroom
Drug Stores.....	0.35 per 1000 sq. ft.
Grocery Stores & Super Markets.....	1.10 per 1000 sq. ft.
Retail Store.....	0.20 per employee
Gas Stations.....	0.30 per pump
Convenience Store.....	1.10 per 1000 sq. ft.
Strip Malls.....	1.00 per tenant space
Bowling Alleys.....	0.20 per alley
Swimming Pool.....	3.50 per 1000 sq. ft.
Pool Table Hall.....	0.20 per table

Theaters (Drive-Ins) .....	0.10 per car space
Theaters .....	0.0001 x weekly hours of operation x seats
Fitness Center .....	0.60 per 1000 sq. ft.
Car Wash (with track) production line .....	10.00 per single
Car Wash (Stationary w/o recycle) .....	8.00 per bay
Car Wash (Stationary w/ recycle) .....	5.00 per bay
Car Wash (Stationary, Do It Yourself.) .....	1.50 per wand
Dry Cleaners (Pressing) .....	1.25 per press
Dry Cleaners (Pick up Only) .....	0.20 per employee
Laundromat .....	1.50 per washer
Barber Shops .....	0.08 per chair
Beauty Shops/Nail Salon/ Spa Pedicures .....	0.30 per booth
Factories .....	0.50 per 1000 sq. ft.
Warehouses .....	0.10 per 1000 sq. ft.
Hospitals .....	1.40 per bed
Public Institutions (Library/ Courthouse) .....	0.40 per employee
Uses that do not correspond to categories above .....	Site Specific Estimates

II. INFLOW AND INFILTRATION

A. Fee

Each community shall pay additional fees for excess inflow and infiltration delivered to the County interceptor for treatment. Excess inflow and infiltration shall be considered to be any flow in excess of two (2) times the annual average flow. If a 25-year storm event results in excess flows, no fee shall be collected by the County Agency.

The fees shall be as follows:

Volume from 2 to 2.5 times the community average flow	\$1.00 per 100 cubic feet
Volume from greater than 2.5 to 3 times the community average flow	\$2.00 per 100 cubic feet
Volume greater than 3 times community average flow	\$3.00 per 100 cubic feet

B. Penalty

For each event in which a community's flow exceeds three (3) times the community's average flow, the community will pay a \$5,000.00 penalty to the County Agency. The funds will be returned to the community on a dollar per dollar basis for each dollar spent on removing / eliminating inflow and infiltration in their collection system.

III. CHARGES:


A. County Capital Improvement Fee

The County will charge a Capital Improvement Fee of \$1,000.00 per unit based upon the "Table of Unit Factors" prior to the issuance of a sanitary connection permit (B-Permit). The County Agency shall collect the fee.

The rates are established pursuant to Act 342 Michigan Public Acts of 1939 as amended.

Dated: 11.3.21

  
 \_\_\_\_\_  
 JEFFREY WRIGHT  
 Genesee County Drain Commissioner

  
 \_\_\_\_\_  
 JLS



## Chapter 19 Utilities – Sewage Disposal Ordinance Changes Summary

- Addition of '25% Rule' definition
  - "25 percent rule" means that the combined depth of oil and grease and other solids (floating and settled) in any chamber of a grease control device shall not be equal or greater than 25 percent of the total operating depth of the grease control device. The operating depth of a grease control device is determined by measuring the internal depth from the water outlet invert elevation to the inside bottom of the grease control device.
  
- Addition of 'Grease Control Device' / 'Grease Interceptor' definitions
  - "Grease control device" means any grease interceptor, grease trap, or other mechanism, device, or process, which attaches to, or is applied to, wastewater plumbing fixtures, and lines, the purpose of which is to trap, collect, or treat FOG prior to discharge into the sewer system that is collected in food preparation areas, such as restaurants, hotel kitchens, hospitals, bars, school and church cafeterias, and the like.
  - "Grease interceptor" is commonly associated with kitchen cleaning appliances such as sinks, woks, and any other drains that collect oil and/or grease so as to prevent unreasonable accumulations of oil and/or grease from infiltrating into the sanitary sewer system and otherwise prohibiting the free flow of wastewater within such system. For purposes of this definition, the term "kitchen" shall refer to a food preparation area located other than in a single family dwelling, primarily intended for activities of preparing, serving or otherwise making available for consumption food stuffs, and which are used for one or more of the following preparation activities: washing, trimming or cleaning fish and/or meat, cooking by frying (all methods), baking (all methods), grilling, sautéing, rotisserie cooking, broiling (all methods) boiling, blanching, roasting, toasting, or poaching; also included are infrared heating, searing, barbecuing, and any other food preparation activity that produces a hot, non-drinkable food product in or on a receptacle that requires washing.

**Sec. 19-104.4 Service Inspections** – Added language to ensure the City and City's representatives (i.e. Consultants) have the authority to inspect FOG properties

**Sec. 19.105.17 Grease, oil, and sand interceptors** – Added section to require the installation and maintenance of grease control devices

**Sec. 19.105.18 Outdoor Storage of Grease** – Added section to require the proper storage and handling of outdoor grease bins, and proper identification of ownership

**Sec. 19-117 POTW inspection, surveillance, and monitoring authority; right of entry** – Added language to ensure the City and City's representatives have the authority to inspect the grease control devices and outdoor grease storage bins (i.e. right of entry; access without delay required; refusal to allow entry)

**Sec. 19-117.2 Notice of violation** – Allows the City to write a notice to the FOG property owner if in violation of provisions of the Article.

**Sec. 19-117-11 Reimbursement** – Allows for cost recovery/reimbursement for follow-up inspections needed and grease control device cleaning by City staff, including costs for labor, equipment, and materials.

**AMENDMENT NO. 8 TO THE  
INTERLOCAL AGREEMENT ESTABLISHING THE METRO  
POLICE AUTHORITY OF GENESEE COUNTY  
dated January 1, 2022 (hereinafter referred to as the “Interlocal Agreement”)**

**THIS AMENDMENT NO. 8** (“Amendment”) to the Interlocal Agreement is entered into effective January 1, 2022, by and between the Charter Township of Mundy, a Michigan Charter Township, whose address is 3478 Mundy Avenue, Swartz Creek, Michigan 48473 (“Township”), and the City of Swartz Creek, a Michigan Home Rule City, whose address is 8083 Civic Drive, Swartz Creek, Michigan 48473 (“City”). The Township and City are sometimes hereafter each referred to as a “Party” and collectively as the “Parties.”

**WITNESSETH:**

**WHEREAS**, on October 12, 2015, the Parties entered into the Interlocal Agreement establishing the Police Authority;

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

**WHEREAS**, on December 1, 2018, the Parties entered into Amendment No. 2 to the Interlocal Agreement, which amended Section 3.05 setting forth how the Parties would handle prosecutions and payments from the court;

**WHEREAS**, on January 1, 2019, the Parties entered into Amendment No. 3 to the Interlocal Agreement, which amended Section 3.04 setting forth the central operations building of the Police Authority and how the Parties would handle future buildings of the Police Authority;

**WHEREAS**, on January 1, 2019, the Parties entered into Amendment No. 4 to the Interlocal Agreement, which further amended Section 3.05 setting forth further clarification of how the Parties would handle prosecutions and payments from the court;

**WHEREAS**, on January 1, 2019, the Parties entered into Amendment No. 5 to the Interlocal Agreement, which amended Section 4.02, clarifying the powers of the Police Authority Board;

**WHEREAS**, on January 1, 2019, the Parties entered into Amendment No. 6 to the Interlocal Agreement, which amended Section 4.09, clarifying who appoints the Chief of Police and Deputy Chief of Police of the Police Authority;

**WHEREAS**, on January 1, 2019, the Parties entered into Amendment No. 7 to the Interlocal Agreement, which amended Section 4.10, modifying the duties and responsibilities of the Chief of Police and created duties and responsibilities of the Deputy Chief of Police;

**WHEREAS**, the Michigan Legislature has adopted new legislation regarding the Michigan Open Meetings act, which modifies the current case law regarding remote meetings and participation. The Police Authority Board is requesting Section 4.04 of the Interlocal Agreement be modified to conform to the newly adopted legislation;

**WHEREAS**, representatives of the Police Authority Board feel that the Finance Committee established by Section 4.05 of the Interlocal Agreement is no longer necessary as invoices and accounts payable are emailed to the entire Police Authority Board for review prior to each Police Authority Board meeting;

**WHEREAS**, in an effort to assist the Chief of Police in preparation of the budget, the Police Authority Board is requesting the Township Board and City Council to amend the Interlocal Agreement to include a budget committee and a negotiations committee;

**WHEREAS**, the Police Authority Board is requesting additional language be added to the Interlocal Agreement clarifying that the position of Deputy Chief of Police is subordinate to the Chief of Police;

**WHEREAS**, the Police Authority Board is requesting additional language be added to the Interlocal Agreement clarifying that any promotion to the position of Lieutenant shall be affirmed by the Police Authority Board;

**WHEREAS**, as the Police Authority Board continues to progress and evaluate how it conducts business of the Police Authority, the Police Authority Board representatives are recommending the following amendments for consideration by the Township Board and the City Council to assist the Police Authority Board in conducting business of the Police Authority in the future;

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

- 1. Amendment to Section 4.04 of the Interlocal Agreement.** Section 4.04 of the Interlocal Agreement is hereby deleted in its entirety and replaced with the following:

**Section 4.04. Police Authority Board Quorum and Voting.** With the exception of adopting the budget, hiring the Chief of Police, and the hiring of the Deputy Chief of Police, a majority of the members serving on the Police Authority Board shall constitute a quorum for the transaction of business. A super majority vote of the members serving on the Police Authority Board shall be required for the adoption of the budget and hiring, firing, or disciplining the Chief of Police or the hiring and firing of

the Deputy Chief of Police. The Police Authority Board shall act by a majority vote of the members serving at the time of the vote. Members of the Police Authority Board shall not engage in proxy voting. Participation in Police Authority Board meetings by means of virtual or electronic means are allowed only if the participation or meeting conforms to Section 3a of 1976 PA 267, being MCL §15.263a, or any other public act adopted by the Michigan Legislature in the future governing remote participation or virtual meetings.

- 2. Amendment to Section 4.05 of the Interlocal Agreement.** Section 4.05 of the Interlocal Agreement is hereby deleted in its entirety and replaced with the following:

**Section 4.05. Standing Committees of the Police Authority.** The Police Authority shall have the following standing committees with the following appointments and responsibilities:

- (1) Negotiations Committee. There shall be a negotiations committee, which shall be comprised of one (1) individual from the Township, one (1) individual of the City, and the Chief of Police. The Police Authority's accountant, attorney, and other individuals may assist the negotiations as requested by the negotiations committee or the Chief of Police. The purpose of this committee is to ensure that any increase in compensation or benefits, which may have a financial impact on the budget and the amounts paid by the Township and the City, are brought to the attention of the Township and City during negotiations for a determination as to whether the Township and City can absorb the financial impact in the future years.
- (2) Budget Committee. There shall be a budget committee, which shall be comprised of one (1) individual from the Township, one (1) individual of the City, and the Chief of Police. The Police Authority's accountant, auditor, attorney, and other individuals may assist the negotiations as requested by the budget committee or the Chief of Police. The purpose of the budget committee is to ensure that any increase in the budget or the PPU's, which may have a financial impact on the budget and the amounts paid by the Township and the City, are brought to the attention of the Township and City during the preparation of the budget for a determination as to whether the Township and City can absorb the financial impact in the future years.

- 3. Amendment to Section 4.07 of the Interlocal Agreement.** Section 4.07 of the Interlocal Agreement is hereby deleted in its entirety and replaced with the following:

**Section 4.07. Ad-Hoc Committee Quorum and Voting.** A majority of the members of any ad-hoc committee shall constitute a quorum for the

transaction of business. Any ad-hoc committee shall act by a majority vote of its members serving at the time of the vote.

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

**Section 4.10. Chief of Police and Deputy Chief of Police Duties, Contract, and Discipline.**

**(1) Chief of Police.**

- a. **Duties.** The Chief of Police shall be vested with the ability to hire and terminate all personnel of the Police Authority with the exception of the members of the Police Authority Board, the Deputy Chief of Police, the attorney, and the auditor of the Police Authority.

The appointments by the Chief of Police shall include, but not be limited to, a secretary, a treasurer, and all personnel with the exception of the Police Authority Board members, the Deputy Police Chief, and the Police Authority attorney and auditor. The secretary and treasurer shall serve at the pleasure of the Chief of Police.

- b. **Functions.** The Chief of Police shall, administer all programs, funds, facilities, contracts, and all other administrative and Police Service functions of the Police Authority. Additionally, the Chief of Police shall negotiate, with the assistance of the negotiation committee, with all collective bargaining units, which shall ultimately be approved by the Police Authority Board. The Chief of Police shall serve as an advisor to the Police Authority Board and any ad-hoc committees established by the Police Authority Board. The Chief of Police shall report and be subject to the oversight of the Police Authority Board and in compliance with Section 4.11 of this Agreement.
- c. **Compensation/Contract/Discipline.** The Chief of Police shall receive compensation as determined by the Police Authority Board. All terms and conditions of the Chief of Police employment, including length of service, shall be specified in a written contract between the Chief of Police and the Police Authority, provided that the Chief of Police shall serve at the pleasure of the Police Authority Board, and the Police Authority Board may suspend, remove or discharge the Chief of Police in a manner consistent with Section 4.04 of this Agreement.

**(2) Deputy Chief of Police.** At the discretion of the Police Authority Board, the Police Authority may employ a Deputy Chief of Police.

- a. **Duties.** The Deputy Chief of Police shall act as the Chief of Police when the Chief of Police is unavailable due to death, sickness, vacation, or other reason where the Chief of Police is unavailable. Unless authorized by the Police Authority Board, the Deputy Chief of Police shall not make appointments if acting in the place of the Chief of Police.
- b. **Direct Supervisor/Discipline (not including termination).** The Deputy Chief of Police, shall be subordinate to the Chief of Police and may be disciplined by the Chief of Police, up to and including suspension. If the Chief of Police believes the Deputy Chief should be terminated, the Chief of Police may suspend the Deputy Chief of Police with pay, pending a review and possible hearing by the Police Authority Board.
- c. **Compensation/Contract/Termination.** The Deputy Chief of Police shall receive compensation as determined by the Police Authority Board. All terms and conditions of the Deputy Chief of Police employment, including length of service, shall be specified in a written contract between the Chief of Police and the Police Authority, provided that the Deputy Chief of Police shall serve at the pleasure of the Police Authority Board, and the Police Authority Board may discharge the Deputy Chief of Police *sua sponte* or upon recommendation of the Chief of Police in a manner consistent with Section 4.04 of this Agreement.

**5. Amendment to Section 4.11 of the Interlocal Agreement.** Section 4.11 of the Interlocal Agreement is hereby deleted in its entirety and replaced with the following:

**Section 4.11. Fiduciary Duty.** The members of the Police Authority Board, the Chief of Police, the Deputy Chief of Police, and the treasurer are under a fiduciary duty to conduct business in the best interests of the Police Authority, including the safekeeping and use of all Police Authority monies and assets for the benefit of the Police Authority. The members of the Police Authority Board, the Chief of Police, the Deputy Chief of Police, and the treasurer shall discharge their duties in good faith, with the care an ordinarily prudent individual in a like position would exercise under similar circumstances.

**6. Amendment to Section 4.12 of the Interlocal Agreement.** Section 4.12 of the Interlocal Agreement is hereby deleted in its entirety and replaced with the following:

**Section 4.12. Compensation.** The members of the Police Authority Board and any ad-hoc committee members shall receive no compensation for the performance of their duties. A member of the Police Authority Board or any ad-hoc committee members may engage in private or public employment, or in any profession or business, but may not serve as an employee of the Police Authority. Members of the Police Authority Board or any ad-hoc committee members may be reimbursed by the Police Authority for actual and necessary expenses incurred in the discharge of their official duties.

- 7. Amendment to Section 4.13 of the Interlocal Agreement.** Section 4.13 of the Interlocal Agreement is hereby deleted in its entirety and replaced with the following:

**Section 4.13. Oath of Office.** Members of the Police Authority Board, the Chief of Police, and the Deputy Chief of Police shall take and subscribe to the constitutional oath of office as set forth in Section 1 of Article XI of the State Constitution of 1963 prior to entering upon the duties of office. The oath of office shall be filed with the Secretary of the Police Authority.

- 8. Headings.** The headings of the sections set forth in this Amendment are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Amendment.
- 9. Complete Agreement.** This Amendment No. 8, the Interlocal Agreement and any additional or supplementary documents incorporated by specific reference contain all of the terms and conditions agreed upon by the Parties and no other agreements, oral or otherwise, regarding the subject matter of this Amendment or any part thereof shall have any validity or bind either of the Parties.
- 10. Severability.** If any provision of this Amendment is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Amendment.
- 11. Waiver.** No waiver of any of the obligations contained herein shall be effective for any purpose unless the same shall be in writing signed by the Supervisor and Clerk of the Township and the Mayor and Clerk of the City.
- 12. Construction.** This Amendment has been prepared and negotiations have occurred in connection with said preparation pursuant to the joint efforts of the Parties. This Amendment therefore shall not be construed against either Party.
- 13. Amendment.** This Amendment may not be amended or modified except for by written agreement signed by both Parties.

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

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

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

**CHARTER TOWNSHIP OF MUNDY**

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

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

Tonya Ketzler  
Supervisor

Address: 3478 Mundy Avenue  
Swartz Creek, MI 48473

**CITY OF SWARTZ CREEK**

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

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

David Krueger  
Mayor

Address: 8083 Civic Drive  
Swartz Creek, MI 48473

This Amendment was prepared by  
Kevin Kilby (P68599)  
McGraw Morris P.C.  
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## **Genesee County Aerial Imagery Project 2022-2028 Intergovernmental Agreement**

### **1.0 INTRODUCTION**

The Genesee County Aerial Imagery Project 2022-2028 is a coordinated effort to acquire both oblique and orthogonal high-resolution digital aerial imagery for the entire County of Genesee in spring 2022 and 2025 with online hosting through 2028. This project includes the use of Geographic Information System (GIS) technology to enable users to see multiple views of their entire jurisdiction with the ability to find, view, analyze, and measure any structure, intersection, alley, property, or other feature. Genesee County, Michigan is leading this partnership in cooperation with multiple county agencies, cities, townships, and government entities to provide current aerial photography and GIS technology throughout the County.

#### **1.1 Objective**

This agreement between Genesee County and City of Swartz Creek, a partnering organization, defines the Project rights and responsibilities, including identification of project deliverables, authorized usage, cost sharing, and the general implementation schedule associated with the project.

#### **1.2 Definitions**

- 1.2.1 Partnering Organization – is a City, Township, County Department, or other government entity that enters into a cost share or intergovernmental agreement with Genesee County to help fund, support, and develop the Genesee County Aerial Imagery Project 2022-2028.
- 1.2.2 Outside Agent – is any government entity, public institution, private vendor, consulting firm, not-for-profit organization, or any other outside organization or person not in a partnering organization.
- 1.2.3 Project Representative – is the designated employee or legal representative of a partnering organization who will act as the main point of contact for all Project administrative communications with Genesee County. The project representative should be someone who can make or influence administrative and financial decisions in their organization.
- 1.2.4 Technical Representative – is the designated employee or legal representative of a partnering organization who will assist on all technical matters related to the setup, training, and support of the Genesee County Aerial Imagery Project 2022-2028 for their organization.
- 1.2.5 Authorized User – is an employee or legal representative of a partnering organization who uses the application software along with its associated imagery on or through authorized workstations for the use of the partnering organization.
- 1.2.6 Authorized Workstation – is a computer or computer network owned and operated by a partnering organization or an explicitly authorized support vendor.
- 1.2.7 Geographic Information System (GIS) – is a computer-based informational unit or network used to map and analyze digital representations of geographic features or events within the County of Genesee.

## 2.0 PROJECT DELIVERABLES

### 2.1 Products

The partnering organization will be entitled to the following products as part of the Genesee County Aerial Imagery Project 2022-2028:

- 2.1.1 Orthophotos – means true-color, high-resolution, ortho-rectified, digital aerial imagery taken from an orthogonal (straight-down) perspective. This imagery will cover the ground surface representing the approximate geographic extent of the partnering organization’s jurisdiction. This imagery will be stored in an uncompressed TIFF format, represented in the RGB natural color spectrum with a dynamic range of 24 bits with a pixel (picture element) resolution of between 3 and 6 inches.
- 2.1.2 Oblique imagery – means true-color, high-resolution, digital imagery taken from an oblique (angled) perspective. This imagery will include multiple overlapping views of the various features located within the approximate geographic extent of the partnering organization’s jurisdiction. This imagery will be stored in a TIFF format, represented in the RGB natural color spectrum with a dynamic range of 24 bits. This imagery will be obtained with a pixel resolution of between 3 and 6 inches.
- 2.1.3 Electronic Field Study (EFS) software – means the Pictometry/EagleView’s proprietary computer desktop visualization tool that allows its users to view aerial imagery and measure distances, heights, perimeters, lengths, widths, and the area of objects within that imagery. This software also offers GIS data integration and search capabilities. The intention of this project is to update this product as required.
- 2.1.4 Connect Explorer – means the web-based system hosting the aerial imagery and GIS data which can be accessed through a standard web browser on desktop or portable devices.
- 2.1.5 Genesee County’s Parcel base map layer – means the GIS compatible digital representation of the partnering organization’s tax parcels, which includes parcel identification numbers, property addresses, school districts, and parcel area. This data will be provided by the Genesee County GIS Department and updated on an annual basis.

### 2.2 Services

The partnering organization will be entitled to the following services as part of the Genesee County Aerial Imagery Project 2022-2028:

- 2.2.1 Project Management - The Genesee County GIS Department will be responsible for overall project management and coordination of the Genesee County Aerial Imagery Project 2022-2028 and will provide the partnering organization with the digital imagery, and associated GIS datasets listed in section 2.1.5 of this agreement.

- 2.2.2 Technical Support - The Genesee County GIS Department will assist a technical representative from the partnering organization with user login/account creation and provide technical assistance as needed. It will be the responsibility of the technical representative to periodically review a list of accounts for accuracy. Technical support will be available from the Genesee County GIS Department. Additional technical support will be available directly from Pictometry/EagleView, through email and toll-free phone access.
- 2.2.3 Training – The Pictometry/EagleView website hosts numerous short training videos. The project includes web-based training sessions for any interested members of each partnering organization. The Genesee County GIS Department will periodically organize web-based training sessions as needed.

### **3.0 AUTHORIZED USAGE**

#### **3.1 Pictometry/EagleView Products**

The installation and use of the EFS software and the oblique imagery is governed by a license agreement between the Pictometry/EagleView and Genesee County. As a condition of using the EFS software and oblique imagery the partnering organization agrees to comply with the following terms:

- 3.1.1 Only authorized users shall use the EFS software and oblique imagery.
- 3.1.2 The EFS software does not require a seat license, which means unlimited use of the software is authorized while it is being used for Genesee County or partnering organization business.
- 3.1.3 The EFS software shall only be installed or used on those computers identified as authorized workstations.
- 3.1.4 The EFS software is for internal use only. Neither the partnering organization nor its employees may redistribute this software to any non-partnering organization or individual.

#### **4.0 COST SHARE**

The overall cost of the project is expected to be \$592,520. Funding for the project will come from a variety of sources, including Genesee County, the Genesee County Road Commission, the Genesee County Drain Commissioner, Genesee County 911, the Genesee County Land Bank, and all partnering Cities and Townships. The Genesee County Equalization Department will contribute a GIS parcel base map layer to provide for searching for imagery by address. The local communities' portion of the total cost will be calculated after contributions from county-wide participating organizations are subtracted. The remaining balance will then be allocated among the cities and townships according to the level of imagery captured (neighborhood or property) and the 2021 parcel count. Based on the cost share described above, City of Swartz Creek understands that its six-year project cost is expected to be \$4,437.96, and agrees to pay at least the initial pay amount of \$739.66 to Genesee County no later than June 1st, 2022.

The partnering organization understands that the cost listed above includes perpetual use of the imagery and six years of online access through Connect Explorer and software updates for the

EFS software. Online access and acquisition of new imagery after the six-year term is contingent upon the partnering organization entering into a new or updated agreement with Genesee County.

## **5.0 GENERAL IMPLEMENTATION SCHEDULE**

The imagery will be made available online to the partnering organization within 90 days of the acceptance of the imagery delivered from Pictometry/EagleView, which is expected to be early Summer of 2022. The six-year duration of the license agreement with Pictometry Corporation International shall run from the first delivery date involving the oblique imagery.

### **SUMMARY**

Prior to project implementation, the partnering organization agrees to establish a project representative and technical representative for their organization and provide contact information for both individuals to the Genesee County GIS Department. The partnering organization understands that Genesee County is not liable for the quality, completeness, or accuracy of any product or any delay in services associated with the Genesee County Aerial Imagery Project 2022-2028 and therefore cannot be held accountable. The partnering organization understands that the terms identified in this document regarding use of the EagleView products constitute a license agreement between the Pictometry/EagleView and Genesee County (see attached Pictometry International Corp. General License Terms and Conditions). The partnering organization agrees to all the terms provided in this document and those of the license agreement between the Pictometry Corporation and Genesee County, and understands that any breach of these terms may result in the partnering organization relinquishing its project deliverables without refund and could prevent the partnering organization from further participation with Genesee County Aerial Imagery Project 2022-2028.

Genesee County Aerial Imagery Project 2022-2028 Intergovernmental Agreement  
October 25th, 2021

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This intergovernmental agreement embodies the entire contract between Genesee County and the partnering organization relative to the purchase, installation, and use of all products associated with the **Genesee County Aerial Imagery Project 2022-2028**. Any additions, deletions, or modifications to this agreement must be in writing and signed by both parties.

I hereby authorize City of Swartz Creek to enter into agreement with Genesee County as a partnering organization under the terms in this document, and pursuant to approval by the governing body on (date) \_\_\_\_\_.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Adam Zettle

Name: \_\_\_\_\_

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

I hereby authorize Genesee County to enter into agreement with City of Swartz Creek under the terms specified in this document: 11/30/2021

Signed:  \_\_\_\_\_ Date: \_\_\_\_\_  
Mark Young 7977A801584A4B9...

Name: \_\_\_\_\_

Title: Board of Commissioners, Chair

Pursuant to Resolution \_\_\_\_\_.

**SECTION B****LICENSE TERMS****PICTOMETRY DELIVERED CONTENT  
TERMS AND CONDITIONS OF USE**

These Pictometry Delivered Content Terms and Conditions of Use (the “Delivered Content Terms and Conditions”), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms “you” and “your” in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

**1. DEFINITIONS**

- 1.1 “Authorized Subdivision” means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.
- 1.2 “Authorized System” means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.
- 1.3 “Authorized User” means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.
- 1.4 “Delivered Content” means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.
- 1.5 “Project Participant” means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

**2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP**

- 2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
  - (a) install the Delivered Content on Authorized Systems;
  - (b) permit access and use of the Delivered Content through Authorized Systems by:
    - (i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
    - (ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
    - (iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
- 2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.
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- 2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.
- 2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.
- 2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

**3. OBLIGATIONS OF CUSTOMER**

- 3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.
- 3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.
- 3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.
- 3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.
- 3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants’ planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

**4. LICENSE DURATION; EFFECT OF TERMINATION**

- 4.1 **Term.** The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry’s right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.
- 4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

**5. TRADEMARKS; CONFIDENTIALITY**

- 5.1 **Use of Pictometry’s Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any copies

of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.

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## 6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

**6.1 Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.

**6.2 Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.

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**7.1 Restricted Rights.** Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.

**7.2 Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

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[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

**SECTION B****LICENSE TERMS****PICTOMETRY ONLINE SERVICES  
GENERAL TERMS AND CONDITIONS**

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- 1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.
- 1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.
- 1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
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**2. ACCESS TO SERVICES**

- 2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.
- 2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
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- 3.6 Your reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
- 3.7 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.
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**4. LIMITED WARRANTY**



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## 5. LIMITATION OF LIABILITY

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- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
- (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
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- (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

## 6. MISCELLANEOUS

- 6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
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- 6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York

shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

- 6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

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**[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]**

**SECTION B****LICENSE TERMS****PICTOMETRY SOFTWARE  
LICENSE AGREEMENT**

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[END OF SOFTWARE LICENSE AGREEMENT]

**SECTION C**

**NON-STANDARD TERMS AND CONDITIONS**

Notwithstanding anything set forth in this Agreement to the contrary:

1. **Online Services Eligible Users:** Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.

2. **Applicable Law:** Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Michigan, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Michigan in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.

3. Section 3.1 of the Delivered Content Terms and Conditions shall be modified to the following: **“Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you and may be distributed and modified by Pictometry only as part of its products and services provided under this Agreement, and provided that at no time shall Pictometry claim ownership of that data.”

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**[END OF NON-STANDARD TERMS AND CONDITIONS]**