

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday, March 13, 2023, 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 & PLEDGE OF ALLEGIANCE:**
3. **ROLL CALL:**
4. **MOTION TO APPROVE MINUTES:**
4A. Council Meeting of February 27, 2023 MOTION Pg. 30
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. 39
6C. SRTS Bid Tabulation and MDOT Agreement Pg. 71
6D. Plante Moran Audit Engagement Letter Pg. 111
6E. Jeepers Creekers Application Pg. 122
6F. Recreation Passport Application Materials Pg. 124
6G. 8006-8014 Miller Alley Use Permit Extension Pg. 127
6H. SBA Proposed Elms Park Tower Lease Amendment Pg. 131
7. **MEETING OPENED TO THE PUBLIC:**
7A. General Public Comments
8. **COUNCIL BUSINESS:**
8A. MDOT Agreement-Safe Routes to School RESO Pg. 23
8B. Curfew Ordinance RESO Pg. 24
8C. Audit Engagement Letter RESO Pg. 26
6D. Jeepers Creekers Application RESO Pg. 26
6E. Recreation Passport Grant Application RESO Pg. 27
6F. 8006-8014 Miller Road Alley Use Permit Extension RESO Pg. 27
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION Pg. 29

Next Month Calendar

Zoning Board of Appeals:	Wednesday, March 14, 2023, 6:00 p.m., PDBMB (One day early)
Fire Board:	Monday, March 19, 2023, 6:00 p.m., Station #1
Park Board:	Tuesday, March 21, 2023, 5:30 p.m. PDBMB
Metro Police Board:	Wednesday, March 22, 2023, 11:00 a.m., Metro HQ
City Council	Monday, March 27, 2023, 7:00 p.m., PDBMB
Planning Commission:	Tuesday, April 4, 2023, 7:00 p.m., PDBMB
City Council	Monday, April 10, 2023, 6:00 p.m., PDBMB
Downtown Development Authority:	Thursday, April 13, 2023, 6:00 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, MARCH 13, 2023, 7:00 P.M.**

The regular virtual meeting of the City of Swartz Creek city council is scheduled for **March 13, 2023** starting at 7:00 p.m. and will be conducted virtually (online and/or by phone), due to health concerns surrounding Coronavirus/COVID-19 and rules promulgated by the Michigan Department of Health and Human Services.

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

Zoom Instructions for Participants

To join the conference by phone:

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

Before a videoconference:

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

To join the videoconference:

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

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

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

1. On your phone, dial the teleconferencing number provided below.
2. Enter the **Meeting ID number** (also provided below) when prompted using your touchtone (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: March 13, 2023 at 7:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

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

Meeting ID: 830 9640 1128

One tap mobile

+13017158592,,83096401128# US (Washington DC)

+13126266799,,83096401128# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 830 9640 1128

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

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

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

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

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

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

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

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

MAINTAINING ORDER

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

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

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

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

MOTIONS & RESOLUTIONS

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

PUBLIC ADDRESS OF COUNCIL

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

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

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

VOTING RECORD OF PUBLIC BODIES

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

City of Swartz Creek
CITY MANAGER'S REPORT
Regular Council Meeting of Monday, March 13, 2023 - 7:00 P.M.

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

FROM: Adam Zettel, City Manager

DATE: March 8, 2023

ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

- ✓ **MICHIGAN TAX TRIBUNAL APPEALS** *(No Change of Status)*
There are no current appeals. We await the 2023 appeals, which are supposed to be filed by the end of May.

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

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

We have payment from MDOT already delivered (~\$1.1M) for the Miller Road buyout. With that said, we are looking to bid in the late winter and need to finalize preliminary engineering. OHM is working on final engineering, and we hope to bid soon. This money will be much less restricted road money, which should enable us to complete the necessary resurfacing, joint work, curb, and drainage, without needing to focus on other MDOT requirements. Note that cost increases and the continuing need to pay Davis Bacon wages (prevailing wages) may still dig into local reserves.

If bids are low, funds can be spent to expand the project scope as we see fit. There is no shortage of deferred maintenance on other major streets (south Morrish, concrete portions of Miller, and even parts of east Miller and Elms). Another option is some striping or lane change configurations downtown, should the city wish to explore on-street parking on Miller from Morrish to Hayes.

With that said, OHM has modeled an option for this segment with on street parking. I included their letter in a previous report, which includes a practical narrative, layout, and much technical data. In short, we can accommodate the parking, but it is not as extensive as most would like. As previously noted, it will certainly have the mixed impact of slowing traffic, as well as the obvious increase to parking spaces, an increased buffer for sidewalk uses. The study was in the November 14, 2022 council packet. We will need to decide if we wish to pursue this prior to having the roadwork commence.

The DDA discussed this matter at their November and December meetings. There was support and opposition, with no recommendation.

- ✓ **STREET PROJECT UPDATES** *(No Change of Status)*

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

OHM is preparing preliminary engineering for the remainder of Winchester Village and Winchester Woods. This is a very large scope of work. As observed with the recent streets in the Village, the water main that is in place is 70-year-old cast iron, with failing joints. As such, it is imperative to replace water main for those streets that have original pipe (note that this excludes Don Shenk, which has ~20 year old water main, with a corresponding top coat of asphalt).

In order to tackle such a large scope of water main, we intend to bond with the USDA for another phase. This means that the water main work must be completed in two construction seasons. The removal of the street and existing main further necessitates that the streets be completed in the same timeline. As such, a street bond is prudent.

We are currently finalizing the USDA borrowing process and should be ready to bid the water main and streets this winter. The USDA and street bond processes will be conducted concurrently, but they are separate and distinct. Because of the importance and complexity, I am adding a new section to the packet to cover the borrow process specifically.

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

This project has been pushed back to spring of 2023. The previous report follows.

We are cooperatively bidding work for the Elms Road bridge with the Genesee County Road Commission. The work required consists of an epoxy overlay on the Elms Road bridge. This work was called for during the last bridge inspection. The proposal from the GCRC indicates that the total cost is expected to be \$25,000. Because this is being bid with sixteen other county bridges, we expect the cost to be lower.

The county indicates that traffic will be maintained and no detours will be required.

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

✓ **SEWER REHABILITATION PROGRAM** (*Update*)

Sewer lining is approved for 2023. Inliner will tackle Morrish, from I-69 to Miller Road (I-69 north was constructed in about 2006 when the county interceptor was installed in Clayton Township, and Morrish Road, from the south city limits to the creek is now an inter-community collector). They will also be doing Miller from Paul Fortino to the west city limit of the line. I do not have a start date yet.

We will also be putting together a more formal five-year city-wide cleaning program, based upon this information. This is being put on the back burner so that we can put more resources into lining instead of cleaning. Again, the benefit is that lining is relatively cheap, so the more we do now the better. In addition, the lining program is so aggressive that the result is still about 2 miles (10%) of the system being cleaned in the process. This is short of the 20% we seek to attain, but it is reasonable.

The total cost for 2023 work is \$646,078. The big ‘take away’ is that we are still aggressively lining the system, which is extraordinary. The next implication is that our 20 year plan has been modified enough to lose some of its validity. This is common when plans mature. Knowing this, we plan to update our maintenance and lining

records into our GIS mapping system as soon as possible so we can put forth a modified 5 and 20 year sewer maintenance plan. I do not have a timeline on this.

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

The USDA checklist is complete on our end. We noted in the February 13, 2023, report that PVC is not a viable option for us. However, we are seeking to get alternative bid pricing on various forms of ductile iron (zinc v asphalt coating, thickness variability, etc). This will give the council some options on pricing and delivery time, since these two variables are dynamic in the marketplace.

I hope to have bid specs approved by USDA soon so we can move on with our lives.

Concerning the loan, we are looking at about \$270,000 in annual loan installments to pay for phase II. No grant funds were included this round. With that said, the USDA is going to require a rate increase prior to closing on the loans. They are using our fiscal year 2022 revenues of \$2,268,328 against our fiscal year 2025 expected expenses of \$2,562,849 (including the new debt service) as the basis for new rates. This means that we need to cover a gap of about \$294,521, an increase of 12.9%. This is obviously extremely high and undesirable.

However, keep in mind that our last payment on the GO Tax Bonds borrowing in 2016 will be in May of 2027, relieving expenses by about 2%. In addition, our projects for FY2025 are not reflected in the FY2022 actual. As such, I think we will experience lighter increases than what the USDA gap indicates. Furthermore, we have the ability to adjust rates in FY23, FY24 and FY25 to get there. This might be 4% a year instead of a large bump up front. Given recent and current inflation, this is not out of line. Lastly, this investment will cover the vast majority of capital maintenance projects for the next 30-40 years.

See the new borrowing section below. In addition to the USDA lending, we considered an application to the Michigan Drinking Water State Revolving Fund. As revealed in late 2022, this program is not competitive for our needs.

This water project, regardless of the funding source, will help us afford the remainder of the Winchester Village Streets:

- Greenleaf
- Winshall
- Durwood
- Norbury
- Whitney
- Seymour (partial section only)

If we can bid in early 2023, then 2023 and 2024 could see the total completion of all Village water main and streets. See the new section in the packet related to the borrowing for the USDA Phase II and road projects.

✓ **WATER SYSTEM MISCELLANEOUS** *(Update)*

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.

Because the 16" line is under the road, the transition is more costly than expected. As such, we recommend a hybrid strategy in which the customers north of the rail are moved to the east side and the west side line can be abandoned south of the rail. This ameliorates our break risk at the rail.

To that end, I have formally requested that the county reassign the B-Permits for four connections north of the rail to the inter-community line on the east side. They are agreeable. We will work through their procedures to affirm his, bid the work, and bring the project back to the council. Note that the customers will remain city customers.

The previous report follows.

GCDC, Mundy, and Gaines have bid out a new section of water main that is supposed to connect Elms/Maple to Hill, and on to Morrish. This will provide some additional redundancy for the system. However, it does not take care of our extreme west end, where we have a pronounced need for a second feed from either Clayton or Gaines. Note that this could also encourage some new development south of the city, which is common to experience when utilities are extended during strong economic periods.

As presented by the GCDC on April 12, 2022, 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.

✓ **COMMERCIAL METERS AND TRANSPONDERS (Update)**

The site license agreement for use of the tower on Elms Road has been executed. We also have finally received delivery of the equipment. We now await contact from the contractor for installation. I will keep the council informed on the timeline for product availability, installation, and use. See the report from August 11, 2022, for details on this program.

✓ **STORM WATER MANAGEMENT (Update)**

I have not heard from EGLE in about a year, despite proactive outreach on matters noted below. As such, we executed the state mandated stormwater management agreements with owners of land that were required to have private stormwater facilities in recent site plans. We are doing so using a template that we devised. However, we have not gotten feedback from the state, despite requesting said feedback.

We are also working with DLZ to provide our state mandated MS4 (Municipal Separate Storm Sewer System) permit report to the state. Everything appears to be in line, provided the drain commissioner's office delivers their sampling and response findings per our agreement with them.

The previous report follows. The city has a template stormwater management practices maintenance agreement. This is the instrument that the state is requiring municipalities to enter into with private land developers in order to ensure their private storm water systems function as designed for perpetuity. We are seeking input on the instrument from EGLE prior to entering into such agreements. An example in which one is needed is the new Brewer Townhome site, which has surface and underground stormwater assets that drain to the public system.

Concerning our routine review, we have submitted a response to EGLE that we believe is reasonable. This should address all aspects of the notice that required a response. Note that the city has funded training, policy development, public education, testing, and reporting. The one item that may continue to be a problem is the construction composition and location of the city's salt barn. See the report from August 11, 2022, for details. We will obviously keep the council informed on the status of the notice of violation and our efforts to improve water quality.

✓ **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 winter newsletter is out. Let me know what you think.

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

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

1. **The Genesee Valley Trail Extension construction is underway and almost done!** We also had a loop installed in Elms Park with leftover millings. We may have budget available to expand this or add one at Abrams. As of writing the SRTS project appears to be a 2023 project. Concerning the greenbelt, we are proceeding with applying grass anywhere where there is 18" or more of space.
2. **The raceway owner appears to be moving on from racing.** We met with the owner on February 16th. He indicates that he is ordering demolition of the out-buildings and plans to scrape the entire site within about 18 months. As it happens, we received a Miss Dig notice on the same day for utility disconnects from said buildings. Though not listing the site for sale, he is preparing the site for future use as a tech park/industrial park. We believe we are cultivating a very positive relationship that will set the table for a bright shared future. For now, they have a temporary zoning permit to store surplus vehicles for GM.

3. The **demolition of Mary Crapo is nearing completion**. It appears that a plan is coming together to put a varsity baseball field here. The school is open to a partnership that may allow the DDA to pursue seasonal skating and/or public art.
4. The **school bond** will exceed \$50 million in district wide improvements that are close to completion. The improvements so far are very impressive, especially what is occurring at the middle and high schools. Most buildings have enhanced access and drop off lanes, as well as STEM labs.
5. **Street repair in 2023** is in the pre-bid phase. We expect to complete work on Miller, from Morrish to Seymour (at Speedway).
6. The **Brewer Condo Project** is nearing completion of the first tri-plex. We can affirm that a unit has sold! 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. The builder is not certain when future phases will continue. There are obvious concerns about supplies, pricing, interest rates, and the value of homes.
7. The next **Springbrook East** phase is under construction. **There appears to be a sale of this project occurring**. Nothing is official yet, but it is likely that there will be a new builder for future phases.
8. The **southwest corner of Elms & Miller** is seeing some increased activity. This is likely due to the consolidation of two more properties at a recent auction, greatly expanding the available footprint.
9. There is a conceptual **site plan in for some vacant land between Heritage Village and Otterburn Park**. Woodside Builders is proposing a number of fourplex condominiums. They are working with our planner.

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

Work on the Genesee Valley Trail Extension is underway again. GM has wired money to cover the added costs of their reconfiguration and mobilization of the contractor. There has been an obvious delay in construction finalization while GM worked with us and the contractor to modify their driveway (at the expense of GM). Concrete work is to be complete this week. Some work will need to wait until spring at this point, especially restoration.

Concerning the greenbelt, we are proceeding with applying grass anywhere there is 18" or more of space. Note that some features will be billed separate from the main contract, but they are required to meet grantor standards (such as the inclusion of benches and signage).

In other news, there is some interest from the community to conduct a ribbon cutting event for this expansion. There is a tentative event planned for May, which will focus on Elms Park, include a trail walk/ride to the Flint Township Veterans Memorial and back, and keynote speakers. It would be good to involve our officials and local businesses in a public event.

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

Project bids are in and are within 10%. That is good news given recent market trends. However, that extra 10% does still bite, given the match portion is capped. The bid price is \$871,472, and we can expect another \$100,000 in engineering (see attached CE

proposal). This makes the total local match about \$340,000. At this point, if the council does not object to the project, the state MDOT will award it. The contractor has been found to have recent, positive experience with trail work in Oakland County. I know this is heavy, but I recommend we proceed.

The state has also forwarded the standard funding agreement, which we are looking at now. If we plan to proceed, we must approve the agreement. The essence of the agreement matches that of all Traffic Improvement and Transportation Alternate Programming agreements, they agree to fund a portion of the project (\$635,790) if we match the rest (estimated to be \$157,210, but is likely to be \$340,000) and follow their rules in the design and construction of the job. We have approved many of these in the past for each of the MDOT projects, such as Miller, Morrish, and the Genesee Valley Trail.

In addition, I am attaching the project area map and description for those new to council that have not been on this ride for the last four years or so. The construction engineering proposal is also included. I have been working with OHM to find ways to accomplish this task with less. Their proposal, based on a ten week timeline, is a very reasonable one. The resolution to approve the MDOT agreement includes approval of this service as well.

Tree removal by a third party may still be necessary. Federal dollars cannot be spent to remove trees larger than 6" in diameter after March 31 in Michigan. If an expedited award cannot achieve this, we will need to separate this out and do this with another contractor. We are hopeful that they will be ahead of schedule, since the tentative preconstruction meeting is March 20th.

✓ **REDEVELOPMENT READY COMMUNITIES (*Business Item*)**

Our community needs to find specific projects to exercise a crowd funding match for a public place enhancement. The Public Places, Community Spaces opportunity is a big deal and can provide up to \$50,000 towards a downtown project!

The DDA is taking the lead on this. There has already been some discussion about activating at Holland Square, including seasonal skating, vendor areas, a bandshell, or public art. The conversation also carried over to Mary Crapo, where the school is planning a project.

Samantha discovered that we can draw from this source more than once, and the timelines that the MEDC encourages are short. As such, we are putting the longer term project of Mary Crapo cooperation on the back burner, and the DDA is focusing on activating Holland Square.

Because the MEDC requires a firm design, costs, and illustration we will need to be very specific in the ask. As such, the DDA formed a steering committee that will work with OHM to provide those deliverables. The month of March may be tough for getting everyone together due to circumstance, but we expect something yet this spring .

A link to this program is [here](#).

Burrito Bros, 8013 Miller, applied for and **RECEIVED** a Development District Liquor License, which the council supported. This process is taking longer than anticipated, but there is progress. As of mid-August, background checks have been completed.

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

The Wade Street property is in the flood plain. J.W. Morgan was looking at it, but they have their hands full elsewhere, and this is a marginal site. I think we should consider looking to sell the property to a neighbor or having a home built ourselves. For the later option, I suspect we will not get our money back in the sale. However, we can take a tax exempt property with annual maintenance costs and put it on the tax rolls. Doing so would provide over \$1,000 a year to our respective local levies & assessments...forever.

✓ **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 these funds on September 2nd. However, though funds will be available in 2023 for the sidewalks, this will not be until late fall. As such, this project is slated for 2024.

As time continues to pass and prices climb substantially, I do not believe we can tackle the scope of work that we planned. The regional planning commission indicated that we have the ability to scale back the project prior to bidding. I recommend we do so to keep the project affordable. This does not mean that the other sidewalks cannot be placed with local funds. However, I recommend that if the city wishes to install such walks, that we do so at a separate time with local funds and not in tandem with the federal CDBG funds, which require prevailing wages.

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

Our staff is doing very well at collecting sanitary sewer data. As noted above, this is crucial to future maintenance of the system in an efficient manner. Getting accurate field data combined with past contractor work will allow us to map past maintenance, existing issues, and future plans. The accompanying data will help us create sustainable, annualized costs and procedures to operate the system.

✓ **DISC GOLF** (*No Change of Status*)

Shattered Chains has announced more sponsorship opportunities and successes for the course. They are also planning another build weekend, which will be the second weekend in April. They hope to have all the baskets and launch pads put in this spring. Mr. Barclay announced that he will be donating and installing a large number of saplings for the area.

Staff met with Shattered Chains and Glaeser Dawes in September. We are arranging the final restoration, which should leave us with a usable parking area, grass restoration, and a disc golf course. The disc golf group (Shattered Chains) will continue to work on establishing their course, launch pads, and baskets. As far as I know, all equipment is available.

I am curious to see if the slopes on the sledding hill will actually work for sledding...

Note that this site is the focus of the city grant writer and our efforts to secure funding at a large scale to construct the pavilion/bathrooms. See the additional section below on the SPARK grant.

✓ **PAVILION COMMITMENT/GRANTS** (*Business Item*)

We met with the grant writer on February 16th. She has requested direct support from Mr. Kildee's office for some congressional directed spending, through formal channels. This support would be sufficient to fund all of the improvements requested for Otterburn Park. We will see where this goes.

As an alternate, Linda plans to write a Recreation Passport Grant application for the park, which will be due March 31st. This is a smaller scale grant, but should be enough to get a pavilion. To enable submission, we have prepared a resolution for the city council to consider. This will authorize application. While this is not a final commitment, the resolution does require a match. Given the circumstances, I think we should commit to this. We are still hopeful that Jentery Farmer's family will be able to contribute a sizable donation, perhaps as large as \$50,000.

✓ **INGALLS STREET REPORT-SPEEDING** (*No Change of Status*)

I have liaised with the school concerning the reuse of Mary Crapo. It seems likely that this property is going to house a new varsity baseball field. It is also apparent that onsite parking will be limited. I suspect on street parking will be very useful, if not essential, for this use. As such, I recommend we delay indefinitely the prospect of on street parking. This can be ascertained once the site is operating in its new mode. The previous report follows.

OHM has delivered a memo regarding a striping option for Ingalls Street. This is in the November 14, 2022 council packet. Since this memo outlines a traffic calming solution based on new markings, there is nothing we can act on at this time that will result in action due to the lateness of the season.

In short, council could eliminate on street parking on Ingalls, which is little used. This would enable a center double yellow marking and edge lines which could constitute bike lanes. In combination with other pavement markings within lanes, as well as some strategic forestry, we could see some meaningful traffic calming on this corridor.

✓ **CIVIC PARKING LOT SCOPE CHANGE** (*No Change of Status*)

The city council has approved a bid by Ace Saginaw Paving Company to resurface the civic parking lot. In addition, the council has approved a work scope change to double the thickness. We have agreeable prices from the prior USDA unit costs to do some necessary concrete work prior to paving. This includes some areas of broken curbing of the landscape islands, as well as failing sidewalk.

The big problem that we are having is the supply chain disruption to concrete. We are being informed by multiple sources, including our engineers and contractors, that concrete is being rationed to high priority and large-scale projects. It appears that the parking lot will not be completed this year. However, the contractor for the concrete indicates that he will hold his price for a spring installation. We seek the same assurance from Ace.

Note that we intend to remove the elevated concrete sidewalk that is in the middle of the parking lot. This will be replaced with asphalt, at grade, which we will mark for pedestrian use. This should improve accessibility, maintenance, and affordability. The senior center desires this as well, so they can locate ADA spaces to the center.

✓ **FIBER INSTALLATION** *(No Change of Status)*

Approvals are being granted for some of the work areas. Others have conflicts that still exist, and they are being worked out. The previous report follows:

OHM is reviewing the right of way permits for Frontier. Based upon a cursory review by myself, this appears necessary to avoid some conflicts in the right of way with their new 'flowerpot' utility boxes. This process will take a few weeks and will cost the petitioner about \$5,000. The previous report follows.

Frontier is planning to expand the fiber communications network to the entire city. In the next 12-24 months, we should see buildout of the primary fiber network, which will enable nearly every commercial and residential user to have access.

In short, the network will follow the existing copper lines. If the lines are buried, the fiber will be bored into the same 'trench'. If they are aerial, the fiber will be wrapped into place on the existing lines. (Copper lines are required to remain in place because they function on their own battery backup system and provide an essential service during power outages).

We do not expect any new utility conflict issues, nor do we expect any of our right of ways to experience unreasonable disturbances or pavement breaks. We also talked at length about the need to clean up the current overhead wires in cases where there is superfluous cable/wire, sagging lines, stub poles, etc. They indicate this is a big part of the investment.

✓ **USDA AND ROAD BORROWING** *(No Change of Status)*

The resolutions stating our intention to borrow will be published in The View December 15, 2022. We will look to bid the projects and get a sense of costs and timing. After that, council will need to deliberate a final borrowing strategy.

✓ **CURFEW ORDINANCE AMENDMENT** *(Business Item)*

Given our discussion on previous drafts of the ordinance, we now have a draft that has been crafted by Mr. Stritmatter which we recommend for approval. This ordinance accomplishes what Hometown Days and Metro PD request. It is also recommended by the attorney that the temporary provision be permanently integrated into the ordinance in this fashion. This makes the expectations more transparent and accessible to the public, as well as predictable and justified.

If approved, the city council will need to invoke this for each year and designate an area of enforcement. Chris recommends that this be the smallest effective geography and NOT the entire city. The curfew and boundaries will then need to be published each year.

✓ **COMMUNICATION TOWER INQUIRIES** *(Update)*

I have gotten three different inquiries from existing and potential towers in the last month.

The tower in Elms Park is vacant. The owner has been attempting to secure new users, but they have been unsuccessful. During the vacancy, the council agreed to drop their rent to 25% of the standard lease. This temporary reduction has expired. They made an inquiry to see if the council would consider extending the partial abatement while the tower remains unoccupied. I instructed them to send a formal cover letter and lease instrument.

They sent a hardcopy only, which I have some issues with, given instructions that were provided at the leasing seminar. I have requested a digital version that our attorney could mark up and/or negotiate with. They are agreeable. In the meantime, I am including their proposed amendment. The issue that is a red flag is the section on Exhibit A (area description). The attorneys indicate that a municipality should never, ever agree to enable a user to redefine this exhibit. In addition, I noted that we will need some sort of nominal fee upfront to cover expenses. This is routine for a tenant that is requested changes that benefit them.

I informed American Tower (South Elms location) that the city did not have interest in renegotiating the lease at this time, due to various circumstances. However, I left the door open for future talks.

Lastly, Verizon is looking for some tower space in the community where there have been some areas of limited service. I applaud this, as do many residents. It is not clear if they will pursue a city asset, a private asset, or something out of our jurisdiction. The water tower certainly presents itself as an option, but it may not work for various reasons (height being the most notable).

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

✓ **MONTHLY REPORTS** *(Update)*

We have routine departmental reports for review.

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

✓ **PLANNING COMMISSION** *(Update)*

The PC did not meet in March. In the near future, they will be reviewing changes to the Downtown Planned Unit Development District in accordance with the most recent master plan. This will involve integrating the downtown design guidelines and build-out plan into the zoning code.

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

The DDA met March 9. They worked diligently on a draft of the Tax Increment Financing incentive scoring parameters. This has moved along very well, and they may be able to recommend a draft at their April meeting.

In addition, they discussed the Public Spaces, Community Places crowdfunding program. See the section above on Redevelopment Ready Communities.

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

The March ZBA meeting is scheduled for Advanced ZBA training on March 14th, which will also be held at city hall. Note that the start time is expected to be at 5:30pm, with a meal provided, so attendees are ready for the live online training that will commence

at 6pm. Since no variance application has been received, as expected, I do not believe a variance will be considered at the March meeting.

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

The Park Board met on February 21st. There was general discussion about maintenance opportunities for the coming summer at Elms and Abrams Parks, including the potential for work at the tennis courts, forestry, fencing, Abrams bathrooms, and basketball courts. This is expected to be detailed in full at the March meeting.

There was also discussion on the possibility of a Monarch Butterfly waystation at Abrams, along with the potential for new facilities at that park. There is a need to consider how Whitney Ct. is to be reconstructed with the upcoming project. There is the possibility to reduce this to a driveway for the single residence, keep the cul-de-sac in a similar layout, or to expand the area into a more functional parking area.

Lastly, there will be ongoing discussion related to a potential charitable entity and/or endowment that could assist with realizing some of the park initiatives.

Their next regular meeting will be March 21st.

✓ **BOARD OF REVIEW (Update)**

The organizational meeting of the BOR was on March 7th at 1:00pm. The hearing dates for standard March BOR are March 20th, 9am-12pm & 6pm-9pm, March 21st, 9am-12pm and March 22nd, 9am-12pm.

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

I am back from the much-needed vacation and back to work. Since it's time to start getting our next fiscal year budget together I noticed in our current fiscal year election budget I have some funds available to purchase some supplies that will be needed in future elections. So, I am doing some ordering of supplies. In the next month I will be preparing the budget for the next fiscal year and will have to budget considerably higher amounts due to the passing of proposal 2. Things I must consider now are additional election staff for the 9 days of early voting and the great possibility of purchasing a new tabulator. These are a few of the reasons the budget will increase considerably. Still haven't heard a lot from the state except for the state paying for postage on return applications and ballots. Hopefully we will start getting more information within the next few months.

As always please remember to check your mailbox.

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

- ❑ DPS continues to GPS water and sewer assets.
- ❑ DPS has been working through some building repairs.
- ❑ DPS has been working on getting park bathrooms assessed for repairs. Hopefully spring will arrive soon.
- ❑ We have had 15 snow events this year. 4 have required plowing all streets including residential streets.

✓ **TREASURER UPDATE (Update)**

The 2022 Property Tax Roll has been balanced and settled with the Genesee County Treasurer's Office. Delinquent notices for property on leased land and personal property taxes have been mailed. Data collection continues for the FY24 draft budget. Routine operations include, but are not limited to, processing payments for utility bills, tax bills, delinquent personal and qualified real taxes, building permits, daily/weekly/monthly journal entries, bank wires, review/approval of accounts payable invoices, issuance of building permits and rental inspection collections, processing payroll, accounting for grants and projects and other financial matters impacting the city.

✓ **ECONOMIC DEVELOPMENT UPDATE (Update)**

The MACC Community Partners Grant was submitted. There will be a live review of all applications through a zoom meeting on April 4th, beginning at 1:30pm. This is for live viewing only. You can view through the link here <https://us06web.zoom.us/j/84749728211>. I have also applied to Consumer's Energy's "Put your Town on the Map". They pick 10 applicants to create a presentation and then pitch their idea at the Small Towns Conference:

<https://drive.google.com/file/d/1xE3PPEyhFrdb9uusXQ6uKJhNEOYeREav/view>.

Adam and I have spoken with our contact at Patronicity about the Public Spaces Community Places crowdfunding opportunity through MEDC. We need a solid idea with pricing, drawings, and firm details. We are hoping to get more guidance from the DDA at the 3/9 meeting.

I have also been connecting with businesses and local organizations about downtown and events, including Family Movie Nights. More details to come once dates are approved.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

✓ **AUDIT ENGAGEMENT LETTER (Update)**

Plante Moran has been conducting city audits for over a decade. Each year we have been getting an engagement letter that outlines the terms and conditions of each audit. Prices have been going up, in part due to inflation and in part due to new GASB standards and/or new federal audit needs (Single Audits).

The last two years have seen inflationary adjustments beyond the rate that our tax base is growing (5-10% a year). This raises some concerns about sustainable pricing and competitive pricing. As such, Deanna has taken a look around at what other communities are paying. Similarly situated communities have services that are both higher and lower, but not all firms are created equal. We do believe that Plante Moran is one of the better firms, and our price appears to be low and competitive compared to other communities that they cover.

With that said, the staff preference is to stay with Plante Moran, but we also wish to control pricing. I have requested a multi-year engagement letter that will have minimal year-over-year increases to avoid these higher inflationary adjustments. Pam has provided such a letter, and I am happy with it. Note that we probably could save 10-20% on this service. However, switching companies can result in a transition period that is very demanding on staff, and cheaper firms often come with their own issues or shortcomings.

Given our experience with the current auditing team and the advisory benefits they offer on finance in general, we ask council to consider this five-year option.

✓ **DRAGON CRUISE (Update)**

The car show that ran monthly in downtown last year is looking to seek approval to return. We are hearing both positive and negative things about last year's show. It is good to have a downtown event that offers residents some opportunities for recreation, as well as some business opportunities for downtown merchants. However, there were also some concerns about traffic control and the necessity of closing Miller Road.

The Chamber of Commerce is still considering options for how this year's event will look. They are working with Metro PD on some alternative street closure plans. I will have their application before the council when it is ready.

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

The weekday market that was held in Holland Square last year is also seeking to return. They request Tuesday afternoons, once a month. This was an easy event to accommodate, since it is limited to Holland Square. Their application and a resolution are included in the packet.

✓ **8006-8014 MILLER ALLEY USAGE PERMIT (Business Item)**

The owner of 8006 Miller (both S&K Hometown Pub and the building) is requesting an extension of alley way use permit for outdoor dining (via an online zoning permit). This is a bit tricky in the long run, since they are occupying the area with a constructed patio. The city still maintains storm water and potable water lines within the alley. The other concern of the public is the inability to access the alley for deliveries. This impacts S&K, JT's, the new flower shop, and the general public.

However, the patio has been in place for some time and seems to function well overall, considering all pros and cons. In addition, the owner of the flower shop has been working with the new pub owner to improve access and relations. I have heard that the arrangement is agreeable to both parties. It appears the flower shop may also see use of the alley in the future for outdoor display.

In the long run, we might consider various means to transfer all or part of the ownership and maintenance responsibilities through a formal lease or similar instrument. I have been pushing for a longer term solution with more formal conditions. The owner is getting settled, and I expect we can get something documented prior to the next extension, if this extension is granted.

Given the circumstances and pressing need to continue to have outdoor service as an option, I recommend we proceed with another extension. The previous extension was for 180 days. I recommend the same, with the condition that the city has the right to access the entirety of the site and will not be responsible for damages to any furnishings, deck space, or other constructs and materials.

Council Questions, Inquiries, Requests, Comments, and Notes

City Boundary: There is a discrepancy in the municipal boundary between what is in our charter and what was filed with the state in 1958. This is reflected as a difference between the boundary we use for all intents and purposes with that of the census map that is utilized by the state. We are making corrections now. This will result in more accurate (increased) population counts, road miles, and GIS information.

Equipment to be Sold: Once the next dump truck is delivered and winter is at an end, the city will be auctioning one pickup, both older dump trucks, one backhoe, and the old bucket truck (not yet replaced).

**City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday, March 13, 2023, 7:00 P.M.**

Motion No. 230313-4A **MINUTES – FEBRUARY 27, 2023**

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, February 27, 2023, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 230313-5A **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 March 13, 2023, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 230313-6A **CITY MANAGER’S REPORT**

Motion by Councilmember: _____

I Move the Swartz Creek City Council accept the City Manager’s Report of March 13, 2023 including reports and communications, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 230313–8A **RESOLUTION TO APPROVE THE MDOT AGREEMENT
FOR THE SAFE ROUTES TO SCHOOL GRANT**

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek owns, operates, and maintains a system of major and local streets, some of which qualify for federal funds, as supplied by the State of Michigan MDOT via the Genesee County Traffic Improvement Program; and

WHEREAS, the City has been awarded such funds to construct various sidewalks, off street pathway, and traffic control devices within the community, in the amount of \$635,790; and

WHEREAS, the project has been let for bids by the MDOT, and a contract is required to set basic terms and conditions of the project and its funding, including the establishment of designated signers; and

NOW, THEREFORE, BE IT RESOLVED, the Swartz Creek City Council accepts the MDOT Contract #23-5039, Control Section Number TA 25000, Job Number 211462CON, Project 23A0281.

BE IT FURTHER RESOLVED, the Swartz Creek City Council approves the MDOT required construction engineering professional services agreement as submitted by OHM Advisors, dated March 9, 2023.

BE IT FURTHER RESOLVED, the Swartz Creek City Council designates Mayor David A. Krueger and Clerk Connie Olger as signatories for the MDOT contract and OHM agreement.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 230313-8B

RESOLUTION TO ADOPT ORDINANCE 460, AN ORDINANCE TO AMEND ARTICLE IX OF CHAPTER 10 OF THE CODE OF ORDINANCES BY ADDING SECTION 10-310, SPECIAL EVENT CURFEW FOR MINORS

Motion by Councilmember: _____

WHEREAS, the city authorizes special events from time to time within the city and on city controlled properties, and;

WHEREAS, such events are often of a scale that makes crowd control difficult given the availability of resources that the city has access to, and;

WHEREAS, the city council, in consultation with Metro PD and the Hometown Days organization, finds that large groups of unaccompanied minors and their peers under the age of 21 have been responsible for many of disturbances at such events in recent years.

THEREFORE, I MOVE the City of Swartz Creek ordains:

**CITY OF SWARTZ CREEK
ORDINANCE NO. 460**

An ordinance to amend the Code of Ordinances: Article IX of Chapter 10 of the Code of Ordinances of Swartz Creek by adding of Section 10-310

THE CITY OF SWARTZ CREEK ORDAINS:

Section 1. Amendment of Article IX of Chapter 10 of the Code of Ordinances of the City of Swartz Creek by adding of Section 10-310.

Section 10-310 of Article IX of Chapter 10 of the Code of Ordinances is amended to read as follows:

Sec. 10-310 – Special Event Curfew for Minors.

1. The presence of unsupervised minors 17 or under at special public events within the City creates a nuisance and health and safety hazard. Unsupervised minors create disorderly and potentially dangerous circumstances at these events. Due to incidents at special public events prior to the passing of this ordinance the City finds that there is a need to restrict the presence of unsupervised minors at such events as the City Council deems necessary from time to time to preserve the health, safety, and welfare of the public. The provisions of this section shall extend the curfew hours for minors 17 or under during special public events as deemed necessary by the City Council to protect the health, safety, and welfare of the public.
2. During special public events, from the hours of 7:00 p.m. to 6:00 a.m. it shall be unlawful for an unsupervised minor 17 or under to be on designated public places specifically identified in a public notice issued by the City.
3. Any individual found in violation of Section 10-310 is responsible for a Municipal Civil Infraction.
4. A minor 17 or under found in violation of Section 10-310 will be prima facie evidence that the minor's parent or guardian is in violation of Section 10-308 by aiding and abetting the minor in violating the ordinance.
5. The following activities shall be exempt from the curfew requirements of this Section where the minor is:
 - a. Accompanied by his parent, guardian, or any other person 21 years of age or older authorized by a parent as the caretaker for the minor;
 - b. In attendance at an official school, religious or other recreational activity sponsored by the city, a civic organization or another similar entity that takes responsibility for the minor, or going to or from such an activity, without any detour or stop, and supervised by adults;
 - c. Engaged in a certain employment activity, or going to or from employment, without any detour or stop.

Section 2. Effective date.

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

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 230313-8C

RESOLUTION TO APPROVE THE PLANTE MORAN AUDIT ENGAGEMENT LETTER

Motion by Councilmember: _____

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

WHEREAS, the city desires an independent and professional audit of financial statements in compliance with accounting principles generally accepted in the United States of America (GAAP); and

WHEREAS, independent auditors, Plante Moran, PLLC, chosen by the city per a qualified bidding selection process, has submitted a five year engagement letter, dated February 14, 2023, to perform auditing services related to the city’s general fund, public utilities, enterprise accounts, Downtown Development Authority, Act 51 monies, and federal ‘Single Audits’ required for the use of federal funds, including USDA funds; and

WHEREAS, the City Council finds the services of Plante Moran, PLLC, to be sufficient and competitively priced.

NOW, THEREFORE BE IT RESOLVED that the Swartz Creek City Council accepts the engagement letter for general audit services, as submitted by Plante Moran, PLLC, in the amount of \$35,200 (general) and \$11,000 for federal single audits, as well as necessary and reasonable travel & out-of-pocket expenses, for the noted services.

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

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 230313-8D

RESOLUTION TO APPROVE A PUBLIC PLACE PERMIT FOR THE JEEPERS CREEKERS WEEKLY MARKET

Motion by Councilmember: _____

WHEREAS, Jeepers Creekers, Inc. is a recognized charitable entity that is in good standing and that operates in Swartz Creek; and

WHEREAS, said organization proposes to organize and host a monthly vendor market within Holland Square and on Holland Drive, including food trucks, and they therefore seek

a permit to use the city street and the plaza from 4:00 p.m. to 9:00 p.m. on the following Tuesdays of June 13th, July 11th, August 8th, and September 12th; and

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

NOW, THEREFORE BE IT RESOLVED that the City of Swartz Creek hereby approves the application for a street usage permit to conduct a craft market and food truck event on the Tuesdays of June 13th, July 11th, August 8th, and September 12th, from 4:00 p.m. to 9:00 p.m., applicant: the Jeepers Creekers, Inc., in accordance with the application submitted, under the direction and control of the Chief of Police.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 230313-8E

RESOLUTION TO AUTHORIZE APPLICATION FOR THE MICHIGAN DEPARTMENT OF NATURAL RESOURCES RECREATION PASSPORT GRANT

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek supports the submission of an application titled, "Otterburn Park Improvements" to the Recreation Passport grant program for pavilion construction and related site improvements at Otterburn Park; and,

WHEREAS, the City of Swartz Creek is hereby making a financial commitment to the project in the amount of \$42,500 matching funds; and,

WHEREAS, the construction of a pavilion at Otterburn Park is included with in the cities capital improvement program, as part of a multi-phase Otterburn Park plan.

NOW THEREFORE, BE IT RESOLVED that the Swartz Creek City Council hereby authorizes submission of a Recreation Passport grant Application for \$127,500, and further resolves to make available a local match through financial commitment and donation(s) of \$42,500 (25%) of the total \$170,000 project cost.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 230313-8F

RESOLUTION TO APPROVE A TEMPORARY ALLEY USAGE/CLOSURE PERMIT FOR THE ALLEY NORTH OF AND ADJACENT TO 8006, 8010, 8012, 8014 MILLER ROAD

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek enables closure and use of its public streets, plazas, and alleys upon application by a petitioner and approval by the city council; and

WHEREAS, the COVID pandemic has had a profound and dynamic impact on the community, including hospitality businesses that cannot provide in-person service, greatly jeopardizing the abilities of these businesses and property owners that rely on this industry; and

WHEREAS, grants were made available to enable outdoor dining, including winter service, for those businesses that can pursue this as an option; and

WHEREAS, the property at 8006, 8010, 8012, and 8014 Miller Road houses two restaurant businesses that are immediately south of and adjacent to the city's public alley; and

WHEREAS, this alley is the only accessible space in which to safely accommodate outdoor service for S&K as well as JT's; and

WHEREAS, temporary use of this alley has been granted by the city council for the purposes of outdoor dining at this location, but such use and access has expired; and

WHEREAS, public utilities, including water and storm water, exist in the subsurface of the alley.

NOW, THEREFORE BE IT RESOLVED that the City of Swartz Creek hereby authorizes and extends closure and private use, including routine maintenance (waste removal, snow removal, and general safety) of the city alley north of and adjacent to 8002, 8010, 8012, and 8014 Miller Road for the purpose of food service, including alcohol sales, inclusive of all stipulations and conditions as specified and listed within the original permit and the extension, dated March 13, 2023, including the provision of valid insurance that lists the City of Swartz Creek as an additionally insured party for all activities.

BE IT FURTHER RESOLVED that the closure and use of said alley shall commence immediately and be valid for 180 days.

BE IT FURTHER RESOLVED that the closure and use of said alley is conditioned upon the retention of the city's access rights to operate and maintain all public utilities, systems, and appurtenances on and underneath the alley surface.

BE IT FURTHER RESOLVED that, as a condition of the permit, the city shall not be responsible for any private, personal property that may be damaged within the alley confines for any reason, including deliberate action by the city to access surface or subsurface utilities.

BE IT FURTHER RESOLVED that, as a condition of the permit, the permit holder shall be responsible for placement of an approved pedestrian gate and ramp to convey users between the parking lot and adjacent retail user to the east (Pink Lady's Slipper).

Second by Councilmember: _____

Voting For: _____
Voting Against: _____

Motion No. 230313-11A ADJOURN

Motion by Councilmember: _____

I Move the Swartz Creek City Council adjourn the regular council meeting of March 13, 2023.

Second by Councilmember: _____

Voting For: _____
Voting Against: _____

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE REGULAR COUNCIL MEETING
DATE 02/27/2023**

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

Invocation and Pledge of Allegiance.

Councilmembers Present: Cramer, Spillane, Gilbert, Hicks, Krueger, Knickerbocker, Henry.

Councilmembers Absent: None.

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

Others Present: Brenda Huyck, Blake Strozier.

Others Virtually Attended: Lania Rocha.

APPROVAL OF MINUTES

Resolution No. 230227-01 **(Carried)**

Motion by Councilmember Spillane
Second by Councilmember Gilbert

I Move the Swartz Creek City Council approve the corrected Minutes of the Regular Council Meeting held Monday February 13, 2023, to be circulated and placed on file.

YES: Spillane, Gilbert, Hicks, Krueger, Knickerbocker, Henry, Cramer.
NO: None. Motion Declared Carried.

APPROVAL OF AGENDA

Resolution No. 230227-02 **(Carried)**

Motion by Councilmember Henry
Second by Councilmember Gilbert

I Move the Swartz Creek City Council approve the Agenda as presented for the Regular Council Meeting of February 27, 2023, to be circulated and placed on file.

YES: Gilbert, Hicks, Krueger, Knickerbocker, Henry, Cramer, Spillane.
NO: None. Motion Declared Carried.

CITY MANAGER’S REPORT

Resolution No. 230227-03

(Carried)

Motion by Councilmember Cramer
Second by Councilmember Henry

I Move the Swartz Creek City Council accept the City Manager’s Report of February 27, 2023, including reports and communications to be circulated and placed on file.

Discussion Ensued.

YES: Hicks, Krueger, Knickerbocker, Henry, Cramer, Spillane, Gilbert.
NO: None. Motion Declared Carried.

MEETING OPENED TO THE PUBLIC:

None.

COUNCIL BUSINESS:

RESOLUTION TO AMEND AMERICAN TOWER CELL TOWER AGREEMENT FOR SITE 412754 (ELMS ROAD)

Resolution No. 230227-04

(Failed)

Motion by Mayor Pro Tem Hicks
Second by Councilmember Henry

WHEREAS, the city entered into an agreement with New Par, a Delaware Partnership, in June of 1997 for the purposes of leasing land at 4355 Elms Road for the purpose of erecting and operating a wireless communication tower; and

WHEREAS, the tenant, entered into a management agreement with “American Tower” in 2015; and

WHEREAS, the agreement was amended and extended in June of 2016; and

WHEREAS, American Tower is managing the portfolio of tower assets and leases in what is becoming an increasingly diluted market for tower space; and

WHEREAS, American Tower proposes a decrease in the current lease amount to better situate the tower for ongoing and potential leases with wireless users; and,

WHEREAS, the City of Swartz Creek City Council finds that the current situation warrants a price reduction to ensure access to competitive space on the site.

NOW, THEREFORE, BE IT RESOLVED, the city council accepts “Option 1” of the term sheet, dated February 6, 2023 and directs the city manager to bring a lease amendment back to the city council for further review.

Discussion Ensued.

YES: None.

NO: Krueger, Knickerbocker, Henry, Cramer, Spillane, Gilbert, Hicks.
Motion Declared Failed.

**RESOLUTION TO APPROVE SIGNERS FOR THE MUNICIPAL EMPLOYEES’
RETIREMENT SYSTEM OF MICHIGAN PLANS**

Resolution No. 230227-05

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Cramer

WHEREAS, this Resolution is entered into under the provisions of 1996 PA 220 and the Municipal Employees’ Retirement System of Michigan (“MERS”) Plan Document, as each may be amended; and,

WHEREAS, this resolution applies to reporting unit(s) #2504 of the participating municipality listed below; and,

WHEREAS, the City of Swartz Creek (“Employer”) is a participating municipality with the Municipal Employees’ Retirement System of Michigan (“MERS”) and has adopted one or more retirement, insurance, investment or other post-employment benefit products administered by MERS; and,

WHEREAS, MERS requires signatures of an authorized representative of the Employer to execute contracts with MERS, the entry of which is authorized by the governing body and permitted under the applicable MERS Plan Document(s); and,

WHEREAS, the Employer wishes to designate certain job position(s), the holder(s) of which may sign MERS’ contracts relating to the adoption, amendment and termination of MERS’ products, and defined benefit service credit purchase approvals on behalf of Employer to implement decisions and actions of the governing body; and,

WHEREAS, this Resolution is not intended to apply to MERS forms or any other MERS document except as specifically mentioned herein.

NOW, THEREFORE, BE IT RESOLVED, the holders of the following job position(s) are hereby Authorized Officials that can sign: (1) MERS Adoption Agreements, Resolutions, Participation Agreements, Administrative Services Agreements, Withdrawal Agreements and any other contracts between MERS and the Employer with respect to Employer's participation in any MERS-administered product and any amendments and addendums thereto, and (2) MERS Defined Benefit service credit purchase approvals:

1. City Manager
2. City Clerk

BE IF FURTHER RESOLVED, This Resolution may be revoked in writing or amended by the Governing Body at any time, provided that it will not be effective until such writing or amended Resolution is received by MERS. The Governing Body agrees that MERS may rely upon this Resolution as conferring signing authority upon the holders of the above job position(s) to bind Employer with respect to MERS.

Discussion Ensued.

YES: Knickerbocker, Henry, Cramer, Spillane, Gilbert, Hicks, Krueger.
NO: None. Motion Declared Carried.

PARK PLAN

PUBLIC HEARING

START 7:44 P.M.

Mr. Zettel commented that the Park Board has been working on the Five Year Park Plan for the last 8 or so months. Park Board made a recommendation to approve it at the December Council meeting but due to a publication error it had be published in January and with a 30 day notice it is now coming to council in February for approval. The draft has been circulating for quite a while.

Mayor Krueger explained that it is necessary to approve multi year plans so we can apply for funding for state government and others to give us grants to use in our parks.

Councilmember Spillane questioned if March 1st was a deadline that needed to be approved by. Mr. Zettel responded it would have been February 1st for the DNR Trust Fund which we wouldn't be applying for this year anyways because we have an open trust fund grant. It appears it is March 1st for the Passport Grant, which he believes our grant writer is going to write for one of those. Certainly, this is useful for our congressional directed spending application that we are going to make at Kildee's office. Councilmember Spillane asked in all the years we have been putting this plan together how much money have we received for the investment in engineering. Mr. Zettel responded we got \$300,000 for a current trust fund, we did a recreation passport grant around 2016 if is not sure but thought it was about a \$60,000- \$80,000 project at

Elms Park. He doesn't know if there was any success between 2003-2013. He has high confidence that it is going to be helpful and continuing a pipeline of some grant funds, even if they are not the DNR ones there are other ones like the SPARK grant and this plan would be crucial to even be eligible, I think it is worth having.

The Mayor commented that this is the third plan the council is approving and we have to go through these steps every time we revise the plans every five years. Mr. Zettel commented that all the plans are so close that maybe in 2027 we can see if it's advisable to have a Master Plan, DDA Plan and Park Plan all in one process.

Councilmember Henry wanted to thank the people who worked on the Park Plan for indulging all his comments and suggestions.

END: 7:48 P.M.

RESOLUTION TO APPROVE THE FIVE YEAR PARK AND RECREATION PLAN

Resolution No. 230227-06

(Carried)

Motion by Councilmember Knickerbocker
Second by Councilmember Henry

WHEREAS, the City of Swartz Creek seeks to continue, create and adopt a five-year Parks and Recreation Plan in order to provide the best possible services to its residents and visitors, to remain compliant with requirements of the State Department of Natural Resources and Environment, and further, to remain eligible for various grant funds that are, or may become available; and

WHEREAS, the City engaged the services of its Engineering Firm, Rowe Professional Services of Flint Michigan, to work with and assist the City's Parks and Recreation Advisory Board in drafting a five-year Parks and Recreation Plan, a draft having been completed and available for public review for thirty days; and

WHEREAS, the City advertised and held a public hearing at its regular Council Meeting of February 27, 2023 to obtain public comments and Council discussion on the draft.

NOW, THEREFORE, I Move the City of Swartz Creek hereby adopt the 2023 – 2027 Five Year Parks and Recreation Plan, and further, direct the staff and City Consultant to publish and circulate the plan in accordance with law.

Discussion Ensued.

YES: Henry, Cramer, Spillane, Gilbert, Hicks, Krueger, Knickerbocker.

NO: None. Motion Declared Carried.

RESOLUTION TO APPROVE AN AMENDED POVERTY EXEMPTION POLICY AS PART OF THE MICHIGAN STATE TAX COMMISSION AUDIT OF MINIMUM ASSESSING REQUIREMENTS

Resolution No. 230227-07

(Carried)

Motion by Councilmember Spillane
Second by Councilmember Henry

WHEREAS, the Michigan Tax Commission conducts an Audit of Minimum Assessing Requirements (AMAR) of Townships and Cities; and

WHEREAS, the city has adopted various policies and procedures related to these requirements, including a local Poverty Exemption Policy; and

WHEREAS, the State Tax Commission Policy Regarding Requests for Percentage Reductions in Taxable Value for Poverty Exemptions Under MCL 211.7u, has been updated as of January 19, 2021; and

WHEREAS, the city updated and affirmed written guidelines for poverty exemptions in 2021 and must continue to update and affirm specific wage thresholds for the policy.

NOW, THEREFORE BE IT RESOLVED that the City of Swartz Creek adopts the City of Swartz Creek Requirements of Poverty Exemption, as included in the February 27, 2023, city council packet, including the updated set income levels for exemption.

BE IT FURTHER RESOLVED that the City of Swartz Creek hereby waives penalties and interest that is otherwise required to be levied for failure to file a Property Transfer Affidavit under MCL 211.27b.

Discussion Ensued.

YES: Cramer, Spillane, Gilbert, Hicks, Krueger, Knickerbocker, Henry.
NO: None. Motion Declared Carried.

RESOLUTION TO APPROVE 2023 SEWER LINING PROJECTS

Resolution No. 230227-08

(Carried)

Motion by Councilmember Henry
Second by Councilmember Cramer

WHEREAS, the city selected Liqui-Force Services (USA) Inc. (currently known as Inliner Solutions.), to perform certain sewer inspections and repairs in 2008

based upon a competitive request-for-proposal process that included fixed unit costs for services; and

WHEREAS, based upon the quality and reliability of work performed, Inliner has remained the city's contractor for these specialized services past the original 2012 term of the contract; and

WHEREAS, Inliner has agreed to extend their unit costs through December 31, of 2023 for the purpose of completing work on the sanitary sewer system; and

WHEREAS, additional sewer rehabilitation work has been identified by staff and the city engineer based upon current inspections and consultation with the 20 year sewer plan.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek hereby approves the proposal and associated unit costs, in part, to perform rehabilitation on the sanitary sewer system as outlined for segments of Miller Road and Segments of Morrish Road as outlined on the updated proposal dated February 2, 2023, in the amount of \$646,078, plus a 5% contingency, funds to be appropriated to the Sewer 590 fund.

NOW, THEREFORE, BE IT FURTHER RESOLVED the City of Swartz Creek hereby directs the city manager to create and execute a standard contractor agreement with the contractor.

Discussion Ensued.

YES: Spillane, Gilbert, Hicks, Krueger, Knickerbocker, Henry, Cramer.
NO: None. Motion Declared Carried.

RESOLUTION TO AUTHORIZE APPLICATION TO THE MACC AND TO APPROVE A MATCH OF UP TO \$10,000

Resolution No. 230227-09

(Carried)

Motion by Councilmember Cramer
Second by Councilmember Henry

WHEREAS, the City of Swartz Creek is a Redevelopment Ready Community with a Downtown Development Authority; and

WHEREAS, there are plans and opportunities to partner with the Swartz Creek Area Historical Society to create more opportunities to showcase the community's history, artistic abilities, and to create places of interaction and engagement in the community; and

WHEREAS, the Michigan Arts and Culture Council is soliciting grant applications for qualifying projects; and

WHEREAS, staff have worked to package a qualifying project to submit by the due date of March 1.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek hereby authorizes and directs staff to submit the MACC Community Partners Grant.

NOW, THEREFORE, BE IT FURTHER RESOLVED the City of Swartz Creek commits \$10,000 to match this project, should it be awarded, with the condition that the DDA will be requested to allocate \$5,000 of this match.

Discussion Ensued.

YES: Gilbert, Hicks, Krueger, Knickerbocker, Henry, Cramer.

NO: None. Motion Declared Carried.

ABSTAIN: Spillane.

MEETING OPENED TO THE PUBLIC:

None.

REMARKS BY COUNCILMEMBERS:

Councilmember Gilbert, "Think Spring".

Councilmember Knickerbocker commented is was a good meeting with a lot of information. There is a Chamber Luncheon tomorrow at noon at the American Legion. Also, Chili Cookoff was postponed and now it will be March 25th at the American Legion

Mayor Pro Tem Hicks commented that the Biggby shed is sad and the materials used don't match the existing building.

Councilmember Cramer is looking forward to voting on the new ordinance with curfew to help Hometown Days.

Councilmember Spillane commented on the SRTS and will the scope of work be reduced due to the increase in cost. Mr. Zettel responded the bids are high and we will have to look at our options. He commented on not getting the SPARK grant and many other grants he feels influencers always get the money.

Mayor Krueger commented everyone think spring and hopefully we will avoid the ice storms.

ADJOURNMENT

Resolution No. 230227-10

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Henry

I Move the Swartz Creek City Council adjourn the regular council meeting of February 27, 2023 at 8:25 p.m.

Unanimous Voice Vote.

David A. Krueger, Mayor

Connie Olger, City Clerk

Public Works
Monthly Work Orders

03/01/23

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
FNRD23-2180 COMPLETED	CC10-007436-0000-03	HIBBELN, ROBERTA 7436 CROSS CREEK DR	02/02/23 02/02/23	FINAL READ
FNRD23-2182 COMPLETED	CE10-009265-0000-11	NIK-HIL DEVEN PROPERTIES, LL 9265 CEDAR CREEK CT	02/01/23 02/02/23	FINAL READ
FNRD23-2184 COMPLETED	SE20-005292-0000-02	GERMAIN, TRISHA 5292 SEYMOUR RD	02/07/23 02/07/23	FINAL READ
READ23-0984 COMPLETED	MI10-007049-0000-03	EMMERT, DAVID 7049 MILLER RD	02/01/23 02/01/23	READ METER
WOFF23-2583 COMPLETED	MI10-007049-0000-03	EMMERT, DAVID 7049 MILLER RD	02/01/23 02/01/23	WATER TURN OFF
MNT23-0406 CANCELLED	CI10-008095-0000-01	PERKINS LIBRARY 8095 CIVIC DR	02/01/23 02/07/23	BUILDING MAINTENAI
WTON23-1523 COMPLETED	MI10-007049-0000-03	EMMERT, DAVID 7049 MILLER RD	02/03/23 02/03/23	WATER TURN ON
FNRD23-2185 COMPLETED	GR10-005337-0000-01	RUPP, DONALD 5337 GREENLEAF DR	02/06/23 02/06/23	FINAL READ
WTON23-1524	DO10-005404-0000-01	MC BRIDE, CHARLENE 5404 DON SHENK DR	02/06/23 02/06/23	WATER TURN ON
REPL23-0086 COMPLETED	DO10-005404-0000-02	JMZ PROPERTIES LLC 5404 DON SHENK DR	02/06/23 02/06/23	METER REPLACEMENT
WTON23-1525 COMPLETED	WI20-005120-0000-02	JMZ PROPERTIES, LLC 5120 WINSTON DR	02/06/23 02/08/23	WATER TURN ON
FNRD23-2186 COMPLETED	DO10-005197-0000-05	METCALFE IV, WILLIAM 5197 DON SHENK DR	02/06/23 02/06/23	FINAL READ
GWO23-0671 COMPLETED	CI10-008095-0000-01	PERKINS LIBRARY 8095 CIVIC DR	02/07/23 02/07/23	GENERIC WORK ORDEI
MNT23-0407 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	02/08/23 02/08/23	BUILDING MAINTENAI
MTRP23-0682 COMPLETED	WI20-005120-0000-02	JMZ PROPERTIES, LLC 5120 WINSTON DR	02/08/23 02/08/23	METER REPAIR
SWBK23-0097 COMPLETED	MI10-008231-0000-08	LAGUIRE, JOSHUA 8231 MILLER RD	02/09/23 02/09/23	SEWER BACKUP
MNT23-0408 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	02/09/23 02/09/23	BUILDING MAINTENAI
FNRD23-2187 COMPLETED	MI10-005373-0000-02	DEMICK, CARSON 5373 MILLER RD	02/10/23 02/10/23	FINAL READ
DRAN23-0094 COMPLETED	HT10-003460-0000-02	BROWN, TIMOTHY 3460 HERITAGE BLVD	02/13/23 02/13/23	STORM DRAINS
GWO23-0672	WI10-005363-0000-01	ABRAMS PARK 5363 WINS	02/13/23	GENERIC WORK ORDEI

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
FNRD23-2188	CH20-009048-0000-03	HOBSON, JEREMY 9048 CHESTERFIELD DR	02/13/23	FINAL READ
FNRD23-2189 COMPLETED	SE20-005101-0000-01	SHIPLEY, PATSY 5101 SEYMOUR RD	02/13/23 02/13/23	FINAL READ
FLAG23-0244 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	02/14/23 02/27/23	LOWER/RAISE FLAG
WOFF23-2584 COMPLETED	MA20-008041-0000-05	ADOLPH, MATTHEW 8041 MAPLE ST	02/15/23 02/15/23	WATER TURN OFF
WOFF23-2585 COMPLETED	HA10-005019-0000-03	COY, TERRY 5019 HAYES ST	02/15/23 02/15/23	WATER TURN OFF
WOFF23-2586 COMPLETED	MO10-005138-0000-06	BROWN, MICHELLE 5138 MORRISH RD	02/15/23 02/15/23	WATER TURN OFF
WOFF23-2587 COMPLETED	DO10-005328-0000-02	YOUNT, DERRICK 5328 DON SHENK DR	02/15/23 02/15/23	WATER TURN OFF
WTON23-1526 COMPLETED	MA20-008041-0000-05	ADOLPH, MATTHEW 8041 MAPLE ST	02/15/23 02/15/23	WATER TURN ON
WOFF23-2588 COMPLETED	DU10-005346-0000-01	GRAZIANO, REBECCA 5346 DURWOOD DR	02/15/23 02/15/23	WATER TURN OFF
WTON23-1527 COMPLETED	DU10-005346-0000-01	GRAZIANO, REBECCA 5346 DURWOOD DR	02/15/23 02/15/23	WATER TURN ON
WOFF23-2589 CANCELLED	WO10-005255-0000-02	TRAVIS, LINDSAY 5255 WORCHESTER DR	02/15/23 02/15/23	WATER TURN OFF
WOFF23-2590 COMPLETED	BI10-005260-0000-02	KEENE, KATHERINE 5260 BIRCHCREST DR	02/15/23 02/16/23	WATER TURN OFF
WOFF23-2591 CANCELLED	CH10-009135-0000-03	PIKE, TRAVIS 9135 CHELMSFORD DR	02/15/23 02/15/23	WATER TURN OFF
WOFF23-2592 COMPLETED	PA10-007192-0000-03	ADAMS, JAMIE 7192 PARK RIDGE PKY	02/15/23 02/15/23	WATER TURN OFF
WOFF23-2593 COMPLETED	HE10-005131-0000-04	LOCKREY, OLIVIA 5131 HELMSLEY DR	02/15/23 02/15/23	WATER TURN OFF
WOFF23-2594 COMPLETED	PA10-007129-0000-04	PRINGLE, SHANY 7129 PARK RIDGE PKY	02/15/23 02/15/23	WATER TURN OFF
WTON23-1529 COMPLETED	PA10-007129-0000-04	PRINGLE, SHANY 7129 PARK RIDGE PKY	02/15/23 02/15/23	WATER TURN ON
WOFF23-2595 COMPLETED	CH20-009104-0000-03	MCDONALD, ALICIA 9104 CHESTERFIELD DR	02/08/23 02/15/23	WATER TURN OFF
WTON23-1530 COMPLETED	HE10-005131-0000-04	LOCKREY, OLIVIA 5131 HELMSLEY DR	02/15/23 02/15/23	WATER TURN ON
WTON23-1531	MI10-008169-0000-03	JAGGER, MICHAEL 8169 MILLER RD	02/15/23	WATER TURN ON
WOFF23-2596 COMPLETED	DU10-005174-0000-04	CLICK N CLOSE INC 5174 DURWOOD DR	02/15/23 02/15/23	WATER TURN OFF
WOFF23-2597	MI10-007316-0000-01	HILL, DANIEL	02/15/23	WATER TURN OFF

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
COMPLETED		7316 MILLER RD	02/15/23	
WTON23-1532	MI10-007316-0000-01	HILL, DANIEL 7316 MILLER RD	02/15/23	WATER TURN ON
WOFF23-2598 COMPLETED	MO10-004374-0000-01	PARENTEAU, BETTY 4374 MORRISH RD	02/15/23 02/15/23	WATER TURN OFF
WOFF23-2599 COMPLETED	MO10-004495-0000-03	SCHWALBACH, TRACEY 4495 MORRISH RD	02/15/23 02/15/23	WATER TURN OFF
WOFF23-2600 COMPLETED	SC20-005021-0000-15	GOSSETT, KATHLEEN 5021 SCHOOL ST	02/15/23 02/15/23	WATER TURN OFF
WOFF23-2601 COMPLETED	MC10-005095-0000-06	GOODROE, KRISTIN 5095 MC LAIN ST	02/15/23 02/15/23	WATER TURN OFF
WTON23-1533 CANCELLED	MY10-004350-0000-02	ELIAS, PATRICIA 4350 MAYA LN	02/15/23 02/15/23	WATER TURN ON
WOFF23-2602 COMPLETED	CC10-007348-0000-01	ANDERSON, SANDY 7348 CROSS CREEK DR	02/15/23 02/15/23	WATER TURN OFF
WOFF23-2603 COMPLETED	YA10-007036-0000-03	ROBISON, JACK 7036 YARMY DR	02/15/23 02/15/23	WATER TURN OFF
WTON23-1534 COMPLETED	YA10-007036-0000-03	ROBISON, JACK 7036 YARMY DR	02/15/23 02/15/23	WATER TURN ON
WOFF23-2604 COMPLETED	BR20-006231-0000-05	GRIWATSCH, MINDY 6231 BRISTOL RD	02/15/23 02/08/23	WATER TURN OFF
WOFF23-2605 COMPLETED	BR20-007055-0000-04	EDAN DECKER 7055 BRISTOL RD	02/15/23 02/15/23	WATER TURN OFF
WOFF23-2606 COMPLETED	CO10-004467-0000-01	ADAMS, JOAN 4467 COLONY CT	02/15/23 02/15/23	WATER TURN OFF
WOFF23-2607 COMPLETED	BR20-007221-0000-01	FREDELL, ROBIN 7221 BRISTOL RD	02/15/23 02/15/23	WATER TURN OFF
WTON23-1535 COMPLETED	DO10-005328-0000-02	YOUNT, DERRICK 5328 DON SHENK DR	02/15/23 02/15/23	WATER TURN ON
WTON23-1536 COMPLETED	SC20-005021-0000-15	GOSSETT, KATHLEEN 5021 SCHOOL ST	02/15/23 02/15/23	WATER TURN ON
WTON23-1537 COMPLETED	BR20-007055-0000-04	EDAN DECKER 7055 BRISTOL RD	02/15/23 02/15/23	WATER TURN ON
WOFF23-2608 COMPLETED	CH20-009104-0000-03	MCDONALD, ALICIA 9104 CHESTERFIELD DR	02/15/23 02/15/23	WATER TURN ON
WOFF23-2609 COMPLETED	GR20-007442-0000-07	BRIZENDINE, LINDSAY 7442 GROVE ST	02/15/23 02/15/23	WATER TURN OFF
WTON23-1538 COMPLETED	CC10-007348-0000-01	ANDERSON, SANDY 7348 CROSS CREEK DR	02/16/23 02/16/23	WATER TURN ON
WTON23-1539 COMPLETED	BR20-006231-0000-05	GRIWATSCH, MINDY 6231 BRISTOL RD	02/16/23 02/16/23	WATER TURN ON
WTON23-1540 COMPLETED	HA10-005019-0000-03	COY, TERRY 5019 HAYES ST	02/16/23 02/16/23	WATER TURN ON

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
WTON23-1541 COMPLETED	MO10-004495-0000-03	SCHWALBACH, TRACEY 4495 MORRISH RD	02/16/23 02/16/23	WATER TURN ON
WTON23-1542 COMPLETED	BI10-005260-0000-02	KEENE, KATHERINE 5260 BIRCHCREST DR	02/16/23 02/16/23	WATER TURN ON
WTON23-1543 COMPLETED	MC10-005095-0000-06	GOODROE, KRISTIN 5095 MC LAIN ST	02/16/23 02/16/23	WATER TURN ON
WOFF23-2610 COMPLETED	CE10-009293-0000-07	WALKER, SARA & CRAVEN, CURTIS 9293 CEDAR CREEK CT	02/15/23 02/15/23	WATER TURN OFF
WOFF23-2611 COMPLETED	EL10-003500-0000-06	HABIBI, SHOAIB 3500 ELMS RD	02/15/23 02/15/23	WATER TURN OFF
WTON23-1544 COMPLETED	GR20-007442-0000-07	BRIZENDINE, LINDSAY 7442 GROVE ST	02/16/23 02/16/23	WATER TURN ON
WTON23-1545 COMPLETED	BR20-007221-0000-01	FREDELL, ROBIN 7221 BRISTOL RD	02/16/23 02/16/23	WATER TURN ON
BXRP23-0205 COMPLETED	CH10-009135-0000-03	PIKE, TRAVIS 9135 CHELMSFORD DR	02/16/23 02/16/23	CURB BOX REPAIR
GWO23-0673 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	02/17/23 02/17/23	GENERIC WORK ORDER
FNRD23-2191 COMPLETED	GR10-005331-0000-09	FISHER, JASON 5331 GREENLEAF DR	02/17/23 02/17/23	FINAL READ
WTON23-1546 COMPLETED	MO10-005138-0000-06	BROWN, MICHELLE 5138 MORRISH RD	02/21/23 02/21/23	WATER TURN ON
FNRD23-2192	CE10-009293-0000-07	WALKER, SARA & CRAVEN, CURTIS 9293 CEDAR CREEK CT	02/21/23 02/21/23	FINAL READ
WOFF23-2612 COMPLETED	OX10-005149-0000-03	FOX, FAITH 5149 OXFORD CT	02/21/23 02/21/23	WATER TURN OFF
WOFF23-2613 COMPLETED	WA10-007484-0000-01	THOMPSON SERVICE 7484 WADE ST	02/21/23 02/21/23	WATER TURN OFF
FNRD23-2193 COMPLETED	CH10-009033-0000-02	CURTIS, CHRISTINA 9033 CHELMSFORD DR	02/21/23 02/21/23	FINAL READ
WTON23-1547 COMPLETED	CE10-009293-0000-07	WALKER, SARA & CRAVEN, CURTIS 9293 CEDAR CREEK CT	02/21/23 02/21/23	WATER TURN ON
WTON23-1548	OX10-005149-0000-03	FOX, FAITH 5149 OXFORD CT	02/21/23	WATER TURN ON
FNRD23-2194 COMPLETED	MC10-005095-0000-06	GOODROE, KRISTIN 5095 MC LAIN ST	02/21/23 02/21/23	FINAL READ
FNRD23-2195 COMPLETED	FI10-005031-0000-05	LOFTIS, TIMOTHY 5031 FIRST ST	02/21/23 02/21/23	FINAL READ
FNRD23-2196 COMPLETED	CA10-008366-0000-05	LADD, CLAY 8366 CAPPY LN	02/22/23 02/22/23	FINAL READ
FNRD23-2197 COMPLETED	MA30-007553-0000-11	SACK, ZACHARY 7553 MASON ST	02/22/23 02/22/23	FINAL READ
WTON23-1549	WA10-007484-0000-01	THOMPSON SERVICE	02/22/23	WATER TURN ON

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
COMPLETED		7484 WADE ST	02/22/23	
GWO23-0674	MI10-008346-0000-02	SPROWL, CLARE	02/23/23	GENERIC WORK ORDEI
COMPLETED		8346 MILLER RD	02/28/23	
FNRD23-2198	CC10-005929-0000-01	CARLSON, KENNETH	02/24/23	FINAL READ
COMPLETED		5929 CROSS CREEK DR	02/24/23	
FNRD23-2199	EL20-007514-0000-01	GUERIN, SHIRLEY	02/27/23	FINAL READ
COMPLETED		7514 ELIZABETH CT	02/27/23	
READ23-0985	EL10-003500-0000-06	HABIBI, SHOAIB	02/24/23	READ METER
COMPLETED		3500 ELMS RD	02/24/23	
FNRD23-2200	EL10-004045-0000-03	MOORE, DEBORAH	02/24/23	FINAL READ
COMPLETED		4045 ELMS RD	02/24/23	
READ23-0986	EL10-003500-0000-06	HABIBI, SHOAIB	02/27/23	READ METER
COMPLETED		3500 ELMS RD	02/27/23	
FNRD23-2201	DU10-005177-0000-01	SMALLWOOD, ROY	02/27/23	FINAL READ
		5177 DURWOOD DR		
SI-000068	MI10-008077-0000-02	KALLAS, JULIE	02/27/23	SIGNS
COMPLETED		8077 MILLER RD	02/27/23	
GWO23-0675	MI10-006206-0000-01	HAWLEY, DOUGLAS	02/27/23	GENERIC WORK ORDEI
COMPLETED		6206 MILLER RD	02/27/23	
GWO23-0676	CI10-008083-0000-01	CITY OF SWARTZ CREEK	02/28/23	GENERIC WORK ORDEI
		8083 CIVIC DR		
FNRD23-2202	WI20-005120-0000-02	JMZ PROPERTIES, LLC	02/28/23	FINAL READ
		5120 WINSTON DR		
FNRD23-2203	CE10-009295-0000-07	HINKLEY, TOM & BRANDY	02/28/23	FINAL READ
COMPLETED		9295 CEDAR CREEK CT	02/28/23	
MNT23-0409	CI10-008095-0000-01	PERKINS LIBRARY	02/28/23	BUILDING MAINTENAI
COMPLETED		8095 CIVIC DR	02/28/23	

Total Records: 98

Report Generated: 3/1/2023 2:47 PM
Report Options: Scheduled From: 2/1/2023 To: 2/28/2023

From: 01/28/2023 To: 02/24/2023

Grouped By: Employee ID

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
Hours for Week Beginning: 01/28/2023						
01/28/2023	4100000004	Wright, David L	15X	401	0.00	2.00
		- plowed and salted				
01/29/2023	4100000004	Wright, David L	2X	401	0.00	2.00
		- plowed and salted				
01/29/2023	4100000004	Wright, David L	2X	401	0.00	2.00
		- plowed and salted				
01/30/2023	4100000004	Wright, David L	REG	401	4.00	0.00
01/30/2023	4100000004	Wright, David L	REG	401	4.00	0.00
01/31/2023	4100000004	Wright, David L	REG	401	8.00	0.00
02/01/2023	4100000004	Wright, David L	VAC	401	1.00	0.00
02/01/2023	4100000004	Wright, David L	REG	401	2.00	0.00
02/01/2023	4100000004	Wright, David L	REG	401	5.00	0.00
02/02/2023	4100000004	Wright, David L	REG	401	4.00	0.00
02/02/2023	4100000004	Wright, David L	REG	401	4.00	0.00
02/03/2023	4100000004	Wright, David L	REG	401	3.00	0.00
02/03/2023	4100000004	Wright, David L	REG	401	3.00	0.00
02/03/2023	4100000004	Wright, David L	REG	401	2.00	0.00
Total For Employee: 4100000004					40.00	6.00
01/29/2023	4100000005	Sandford, Jay E	2X	401	0.00	4.00
		- plow streets				
01/30/2023	4100000005	Sandford, Jay E	PERS	401	4.00	0.00
01/30/2023	4100000005	Sandford, Jay E	REG	401	4.00	0.00
01/31/2023	4100000005	Sandford, Jay E	REG	401	6.00	0.00
01/31/2023	4100000005	Sandford, Jay E	REG	401	2.00	0.00
02/01/2023	4100000005	Sandford, Jay E	REG	401	8.00	0.00
02/02/2023	4100000005	Sandford, Jay E	REG	401	4.00	0.00
02/02/2023	4100000005	Sandford, Jay E	REG	401	4.00	0.00
02/03/2023	4100000005	Sandford, Jay E	REG	401	4.00	0.00
02/03/2023	4100000005	Sandford, Jay E	REG	401	4.00	0.00
Total For Employee: 4100000005					40.00	4.00
01/29/2023	4100000006	Lloyd, Robert W	2X	401	0.00	2.00
		- plowing and salting.				
01/29/2023	4100000006	Lloyd, Robert W	2X	401	0.00	2.00
		- Plowing and Salting.				
01/30/2023	4100000006	Lloyd, Robert W	REG	401	4.00	0.00
		- plow and salt				
01/30/2023	4100000006	Lloyd, Robert W	REG	401	4.00	0.00
		- plow and salt.				
01/31/2023	4100000006	Lloyd, Robert W	REG	401	8.00	0.00
02/01/2023	4100000006	Lloyd, Robert W	REG	401	8.00	0.00
02/02/2023	4100000006	Lloyd, Robert W	REG	401	6.00	0.00

From: 01/28/2023 To: 02/24/2023

Grouped By: Employee ID

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
02/02/2023	4100000006	Lloyd, Robert W	REG	401	2.00	0.00
02/03/2023	4100000006	Lloyd, Robert W	REG	401	6.00	0.00
02/03/2023	4100000006	Lloyd, Robert W	REG	401	2.00	0.00
-----					-----	-----
Total For Employee: 4100000006					40.00	4.00
01/30/2023	4400000009	Bosas, Rebecca M	REG	401	4.00	0.00
01/30/2023	4400000009	Bosas, Rebecca M	REG	401	4.00	0.00
01/31/2023	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00
		- Repair damaged hasp on pipe chase door				
01/31/2023	4400000009	Bosas, Rebecca M	REG	401	5.00	0.00
		- FOG inspection - follow ups				
01/31/2023	4400000009	Bosas, Rebecca M	REG	401	2.00	0.00
02/01/2023	4400000009	Bosas, Rebecca M	REG	401	4.00	0.00
		- GIS/GPS locating				
02/01/2023	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00
		- Final/water turn off/work order				
02/01/2023	4400000009	Bosas, Rebecca M	REG	401	2.00	0.00
02/01/2023	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00
		- Replace fuse for wing lights				
02/02/2023	4400000009	Bosas, Rebecca M	PERS	401	2.00	0.00
02/02/2023	4400000009	Bosas, Rebecca M	REG	401	5.00	0.00
		- GIS GPS sanitary sewer manholes				
02/02/2023	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00
02/03/2023	4400000009	Bosas, Rebecca M	PERS	401	2.00	0.00
02/03/2023	4400000009	Bosas, Rebecca M	REG	401	6.00	0.00
		- GPS/GIS				
-----					-----	-----
Total For Employee: 4400000009					40.00	0.00
01/30/2023	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
01/31/2023	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
02/01/2023	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
02/02/2023	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
02/03/2023	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
-----					-----	-----
Total For Employee: 4400000016					40.00	0.00
01/29/2023	4400000018	Leavitt, Mikel D	2X	401	0.00	4.00
		- Plowing				
01/30/2023	4400000018	Leavitt, Mikel D	REG	401	3.00	0.00
01/30/2023	4400000018	Leavitt, Mikel D	REG	401	4.00	0.00
01/30/2023	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
01/31/2023	4400000018	Leavitt, Mikel D	REG	401	2.00	0.00
01/31/2023	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
01/31/2023	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
01/31/2023	4400000018	Leavitt, Mikel D	REG	401	0.50	0.00
01/31/2023	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00

From: 01/28/2023 To: 02/24/2023

Grouped By: Employee ID

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
01/31/2023	4400000018	Leavitt, Mikel D	REG	401	0.50	0.00
01/31/2023	4400000018	Leavitt, Mikel D	REG	401	2.00	0.00
02/01/2023	4400000018	Leavitt, Mikel D	REG	401	0.50	0.00
02/01/2023	4400000018	Leavitt, Mikel D	REG	401	0.50	0.00
02/01/2023	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
02/01/2023	4400000018	Leavitt, Mikel D	REG	401	3.00	0.00
02/01/2023	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
02/01/2023	4400000018	Leavitt, Mikel D	REG	401	2.00	0.00
02/02/2023	4400000018	Leavitt, Mikel D	REG	401	4.00	0.00
02/02/2023	4400000018	Leavitt, Mikel D	REG	401	4.00	0.00
02/03/2023	4400000018	Leavitt, Mikel D	REG	401	2.00	0.00
02/03/2023	4400000018	Leavitt, Mikel D	REG	401	2.00	0.00
02/03/2023	4400000018	Leavitt, Mikel D	REG	401	0.50	0.00
02/03/2023	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
02/03/2023	4400000018	Leavitt, Mikel D	REG	401	0.50	0.00
02/03/2023	4400000018	Leavitt, Mikel D	REG	401	2.00	0.00
-----					40.00	4.00
Total For Employee: 4400000018						

Hours for Week Beginning: 02/04/2023

02/06/2023	4100000004	Wright, David L	REG	401	2.00	0.00
02/06/2023	4100000004	Wright, David L	REG	401	2.00	0.00
02/06/2023	4100000004	Wright, David L	REG	401	3.00	0.00
02/06/2023	4100000004	Wright, David L	REG	401	1.00	0.00
02/07/2023	4100000004	Wright, David L	REG	401	0.50	0.00
02/07/2023	4100000004	Wright, David L	REG	401	1.00	0.00
02/07/2023	4100000004	Wright, David L	REG	401	1.00	0.00
02/07/2023	4100000004	Wright, David L	REG	401	2.00	0.00
02/07/2023	4100000004	Wright, David L	REG	401	1.00	0.00
02/07/2023	4100000004	Wright, David L	REG	401	2.00	0.00
02/07/2023	4100000004	Wright, David L	REG	401	0.50	0.00
02/08/2023	4100000004	Wright, David L	REG	401	8.00	0.00
- water class						
02/09/2023	4100000004	Wright, David L	VAC	401	8.00	0.00
02/10/2023	4100000004	Wright, David L	REG	401	3.00	0.00
02/10/2023	4100000004	Wright, David L	REG	401	2.00	0.00
02/10/2023	4100000004	Wright, David L	REG	401	1.00	0.00
02/10/2023	4100000004	Wright, David L	REG	401	1.00	0.00
02/10/2023	4100000004	Wright, David L	REG	401	1.00	0.00
-----					40.00	0.00
Total For Employee: 4100000004						

02/06/2023	4100000005	Sandford, Jay E	PERS	401	8.00	0.00
02/07/2023	4100000005	Sandford, Jay E	REG	401	8.00	0.00
02/08/2023	4100000005	Sandford, Jay E	REG	401	5.00	0.00
02/08/2023	City Council Packet	Sandford, Jay E	REG	401 46	3.00	0.00

From: 01/28/2023 To: 02/24/2023

Grouped By: Employee ID

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
02/09/2023	4100000005	Sandford, Jay E	REG	401	8.00	0.00
02/10/2023	4100000005	Sandford, Jay E	REG	401	8.00	0.00

Total For Employee: 4100000005					40.00	0.00
02/06/2023	4100000006	Lloyd, Robert W	REG	401	1.50	0.00
02/06/2023	4100000006	Lloyd, Robert W	REG	401	6.50	0.00
02/07/2023	4100000006	Lloyd, Robert W	15X	401	0.00	1.00
		- took mike to CDL testing				
02/07/2023	4100000006	Lloyd, Robert W	REG	401	7.00	0.00
02/07/2023	4100000006	Lloyd, Robert W	REG	401	1.00	0.00
02/08/2023	4100000006	Lloyd, Robert W	REG	401	8.00	0.00
02/09/2023	4100000006	Lloyd, Robert W	REG	401	3.00	0.00
02/09/2023	4100000006	Lloyd, Robert W	REG	401	5.00	0.00
02/10/2023	4100000006	Lloyd, Robert W	REG	401	2.00	0.00
02/10/2023	4100000006	Lloyd, Robert W	REG	401	1.00	0.00
02/10/2023	4100000006	Lloyd, Robert W	REG	401	5.00	0.00

Total For Employee: 4100000006					40.00	1.00
02/06/2023	4400000009	Bosas, Rebecca M	REG	401	5.00	0.00
		- EGLE samples				
02/06/2023	4400000009	Bosas, Rebecca M	REG	401	3.00	0.00
		- Water appointments, work orders, finals, etc				
02/07/2023	4400000009	Bosas, Rebecca M	REG	401	8.00	0.00
		- Lansing - Operator Training Day Expo				
02/08/2023	4400000009	Bosas, Rebecca M	REG	401	6.00	0.00
		- Monthly/quarterly samplesTruck plate inventory				
02/08/2023	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00
		- Picnic tables				
02/08/2023	4400000009	Bosas, Rebecca M	REG	401	0.50	0.00
		- Tables - work order				
02/08/2023	4400000009	Bosas, Rebecca M	REG	401	0.50	0.00
		- Check areas needing landscaping from snow events				
02/09/2023	4400000009	Bosas, Rebecca M	REG	401	8.00	0.00
02/10/2023	4400000009	Bosas, Rebecca M	REG	401	6.00	0.00
02/10/2023	4400000009	Bosas, Rebecca M	PERS	401	2.00	0.00

Total For Employee: 4400000009					40.00	0.00
02/06/2023	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
02/07/2023	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
02/08/2023	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
02/09/2023	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
02/10/2023	4400000016	Bincsik, Robert J	REG	202	8.00	0.00

Total For Employee: 4400000016					40.00	0.00
02/06/2023	4100000018	Leavitt, Mikel D	REG	401	3.00	0.00

From: 01/28/2023 To: 02/24/2023

Grouped By: Employee ID

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
02/06/2023	4400000018	Leavitt, Mikel D	REG	401	5.00	0.00
02/07/2023	4400000018	Leavitt, Mikel D	REG	401	0.50	0.00
02/07/2023	4400000018	Leavitt, Mikel D	15X	401	0.00	1.00
- CDL test						
02/07/2023	4400000018	Leavitt, Mikel D	REG	401	3.00	0.00
02/07/2023	4400000018	Leavitt, Mikel D	REG	401	0.50	0.00
02/07/2023	4400000018	Leavitt, Mikel D	REG	401	1.50	0.00
02/07/2023	4400000018	Leavitt, Mikel D	REG	401	1.50	0.00
02/07/2023	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
02/08/2023	4400000018	Leavitt, Mikel D	REG	401	8.00	0.00
02/09/2023	4400000018	Leavitt, Mikel D	REG	401	0.50	0.00
02/09/2023	4400000018	Leavitt, Mikel D	REG	401	0.50	0.00
02/09/2023	4400000018	Leavitt, Mikel D	REG	401	2.00	0.00
02/09/2023	4400000018	Leavitt, Mikel D	REG	401	3.00	0.00
02/09/2023	4400000018	Leavitt, Mikel D	REG	401	2.00	0.00
02/10/2023	4400000018	Leavitt, Mikel D	REG	401	0.50	0.00
02/10/2023	4400000018	Leavitt, Mikel D	REG	401	0.50	0.00
02/10/2023	4400000018	Leavitt, Mikel D	REG	401	0.50	0.00
02/10/2023	4400000018	Leavitt, Mikel D	REG	401	0.50	0.00
02/10/2023	4400000018	Leavitt, Mikel D	REG	401	3.50	0.00
02/10/2023	4400000018	Leavitt, Mikel D	REG	401	0.50	0.00
02/10/2023	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
02/10/2023	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00

 Total For Employee: 4400000018

 40.00 1.00

Hours for Week Beginning: 02/11/2023

02/13/2023	4100000004	Wright, David L	REG	401	1.00	0.00
02/13/2023	4100000004	Wright, David L	REG	401	1.00	0.00
02/13/2023	4100000004	Wright, David L	REG	401	6.00	0.00
02/14/2023	4100000004	Wright, David L	REG	401	2.00	0.00
02/14/2023	4100000004	Wright, David L	REG	401	1.00	0.00
02/14/2023	4100000004	Wright, David L	REG	401	1.00	0.00
02/14/2023	4100000004	Wright, David L	REG	401	1.00	0.00
02/14/2023	4100000004	Wright, David L	REG	401	1.00	0.00
02/14/2023	4100000004	Wright, David L	REG	401	1.00	0.00
02/14/2023	4100000004	Wright, David L	REG	401	1.00	0.00
02/15/2023	4100000004	Wright, David L	REG	401	8.00	0.00
02/16/2023	4100000004	Wright, David L	REG	401	1.00	0.00
02/16/2023	4100000004	Wright, David L	REG	401	2.00	0.00
02/16/2023	4100000004	Wright, David L	REG	401	4.00	0.00
02/16/2023	4100000004	Wright, David L	REG	401	1.00	0.00
02/17/2023	4100000004	Wright, David L	VAC	401	8.00	0.00

 Total For Employee: 4100000004

 40.00 0.00

From: 01/28/2023 To: 02/24/2023

Grouped By: Employee ID

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
02/13/2023	4100000005	Sandford, Jay E	REG	401	8.00	0.00
02/14/2023	4100000005	Sandford, Jay E	REG	401	4.00	0.00
02/14/2023	4100000005	Sandford, Jay E	REG	401	4.00	0.00
02/15/2023	4100000005	Sandford, Jay E	REG	401	8.00	0.00
02/16/2023	4100000005	Sandford, Jay E	REG	401	8.00	0.00
02/17/2023	4100000005	Sandford, Jay E	REG	401	3.00	0.00
02/17/2023	4100000005	Sandford, Jay E	REG	401	5.00	0.00
-----					40.00	0.00
Total For Employee: 4100000005						
02/13/2023	4100000006	Lloyd, Robert W	REG	401	8.00	0.00
02/14/2023	4100000006	Lloyd, Robert W	REG	401	4.00	0.00
02/14/2023	4100000006	Lloyd, Robert W	REG	401	4.00	0.00
02/15/2023	4100000006	Lloyd, Robert W	REG	401	8.00	0.00
02/16/2023	4100000006	Lloyd, Robert W	REG	401	6.00	0.00
02/16/2023	4100000006	Lloyd, Robert W	REG	401	2.00	0.00
02/17/2023	4100000006	Lloyd, Robert W	15X	401	0.00	2.00
		- salt and plow majors.				
02/17/2023	4100000006	Lloyd, Robert W	REG	401	4.00	0.00
02/17/2023	4100000006	Lloyd, Robert W	REG	401	4.00	0.00
-----					40.00	2.00
Total For Employee: 4100000006						
02/13/2023	4400000009	Bosas, Rebecca M	REG	401	8.00	0.00
		- FOG inspection follow up overviewLift station key maintenanceGIS/GPS sanitary sewer manholes				
02/14/2023	4400000009	Bosas, Rebecca M	REG	401	2.00	0.00
		- Exec meeting				
02/14/2023	4400000009	Bosas, Rebecca M	REG	401	3.00	0.00
		- Take street sweeper down to Bell Equipment for repairs/maintenance				
02/14/2023	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00
02/14/2023	4400000009	Bosas, Rebecca M	REG	401	2.00	0.00
		- GPS/GIS				
02/15/2023	4400000009	Bosas, Rebecca M	REG	401	8.00	0.00
		- Water turn offs/ons				
02/16/2023	4400000009	Bosas, Rebecca M	REG	401	8.00	0.00
		- Water turn offs/ons				
02/17/2023	4400000009	Bosas, Rebecca M	REG	401	8.00	0.00
-----					40.00	0.00
Total For Employee: 4400000009						
02/13/2023	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
02/14/2023	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
02/15/2023	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
02/16/2023	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
02/17/2023	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
-----					40.00	0.00
Total For Employee: 4400000016						
02/13/2023	4100000018	Leavitt, Mikel D	REG	401	6.00	0.00

From: 01/28/2023 To: 02/24/2023

Grouped By: Employee ID

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
02/13/2023	4400000018	Leavitt, Mikel D	REG	401	2.00	0.00
02/14/2023	4400000018	Leavitt, Mikel D	REG	401	6.00	0.00
02/14/2023	4400000018	Leavitt, Mikel D	15X	401	0.00	1.00
- CDL test.						
02/14/2023	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
02/14/2023	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
02/15/2023	4400000018	Leavitt, Mikel D	REG	401	3.00	0.00
02/15/2023	4400000018	Leavitt, Mikel D	REG	401	5.00	0.00
02/16/2023	4400000018	Leavitt, Mikel D	REG	401	2.00	0.00
02/16/2023	4400000018	Leavitt, Mikel D	REG	401	4.00	0.00
02/16/2023	4400000018	Leavitt, Mikel D	REG	401	2.00	0.00
02/17/2023	4400000018	Leavitt, Mikel D	REG	401	8.00	0.00
-----					40.00	1.00
Total For Employee: 4400000018						

Hours for Week Beginning: 02/18/2023

02/20/2023	4100000004	Wright, David L	HOL	401	8.00	0.00
02/21/2023	4100000004	Wright, David L	REG	401	1.00	0.00
02/21/2023	4100000004	Wright, David L	REG	401	1.00	0.00
02/21/2023	4100000004	Wright, David L	REG	401	2.00	0.00
02/21/2023	4100000004	Wright, David L	REG	401	3.00	0.00
02/21/2023	4100000004	Wright, David L	REG	401	1.00	0.00
02/22/2023	4100000004	Wright, David L	REG	401	2.00	0.00
02/22/2023	4100000004	Wright, David L	REG	401	2.00	0.00
02/22/2023	4100000004	Wright, David L	REG	401	2.00	0.00
02/22/2023	4100000004	Wright, David L	REG	401	1.00	0.00
02/22/2023	4100000004	Wright, David L	REG	401	1.00	0.00
02/23/2023	4100000004	Wright, David L	15X	401	0.00	2.00
- plowed and salted						
02/23/2023	4100000004	Wright, David L	REG	401	4.00	0.00
02/23/2023	4100000004	Wright, David L	REG	401	4.00	0.00
02/24/2023	4100000004	Wright, David L	REG	401	2.00	0.00
02/24/2023	4100000004	Wright, David L	REG	401	4.00	0.00
02/24/2023	4100000004	Wright, David L	REG	401	1.00	0.00
02/24/2023	4100000004	Wright, David L	REG	401	1.00	0.00
-----					40.00	2.00
Total For Employee: 4100000004						

02/20/2023	4100000005	Sandford, Jay E	HOL	401	8.00	0.00
02/21/2023	4100000005	Sandford, Jay E	REG	401	8.00	0.00
02/22/2023	4100000005	Sandford, Jay E	REG	401	8.00	0.00
02/23/2023	4100000005	Sandford, Jay E	REG	401	8.00	0.00
02/24/2023	4100000005	Sandford, Jay E	REG	401	7.00	0.00
02/24/2023	4100000005	Sandford, Jay E	PERS	401	1.00	0.00
-----					40.00	0.00
Total For Employee: 4100000005						

From: 01/28/2023 To: 02/24/2023

Grouped By: Employee ID

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
02/20/2023	4100000006	Lloyd, Robert W	HOL	401	8.00	0.00
02/21/2023	4100000006	Lloyd, Robert W	REG	401	1.00	0.00
02/21/2023	4100000006	Lloyd, Robert W	REG	401	2.00	0.00
02/21/2023	4100000006	Lloyd, Robert W	REG	401	1.00	0.00
02/21/2023	4100000006	Lloyd, Robert W	REG	401	2.00	0.00
02/21/2023	4100000006	Lloyd, Robert W	REG	401	2.00	0.00
02/22/2023	4100000006	Lloyd, Robert W	REG	401	4.00	0.00
02/22/2023	4100000006	Lloyd, Robert W	REG	401	2.00	0.00
02/22/2023	4100000006	Lloyd, Robert W	REG	401	2.00	0.00
02/23/2023	4100000006	Lloyd, Robert W	REG	401	4.00	0.00
02/23/2023	4100000006	Lloyd, Robert W	REG	401	4.00	0.00
02/24/2023	4100000006	Lloyd, Robert W	REG	401	8.00	0.00
-----					40.00	0.00
Total For Employee: 4100000006						
02/20/2023	4400000009	Bosas, Rebecca M	HOL	401	8.00	0.00
02/21/2023	4400000009	Bosas, Rebecca M	PERS	401	8.00	0.00
		- Sick				
02/22/2023	4400000009	Bosas, Rebecca M	REG	401	4.00	0.00
02/22/2023	4400000009	Bosas, Rebecca M	REG	401	2.00	0.00
02/22/2023	4400000009	Bosas, Rebecca M	REG	401	2.00	0.00
02/23/2023	4400000009	Bosas, Rebecca M	REG	401	4.00	0.00
02/23/2023	4400000009	Bosas, Rebecca M	REG	401	2.00	0.00
02/23/2023	4400000009	Bosas, Rebecca M	REG	401	2.00	0.00
02/24/2023	4400000009	Bosas, Rebecca M	REG	401	8.00	0.00
-----					40.00	0.00
Total For Employee: 4400000009						
02/20/2023	4400000016	Bincsik, Robert J	HOL	202	8.00	0.00
02/21/2023	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
02/22/2023	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
02/23/2023	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
02/24/2023	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
-----					40.00	0.00
Total For Employee: 4400000016						
02/20/2023	4400000018	Leavitt, Mikel D	HOL	401	8.00	0.00
02/21/2023	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
02/21/2023	4400000018	Leavitt, Mikel D	REG	401	0.50	0.00
02/21/2023	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
02/21/2023	4400000018	Leavitt, Mikel D	REG	401	0.50	0.00
02/21/2023	4400000018	Leavitt, Mikel D	REG	401	0.50	0.00
02/21/2023	4400000018	Leavitt, Mikel D	REG	401	2.00	0.00
02/21/2023	4400000018	Leavitt, Mikel D	REG	401	2.50	0.00
02/22/2023	4400000018	Leavitt, Mikel D	REG	401	4.00	0.00
02/22/2023	4400000018	Leavitt, Mikel D	REG	401	2.00	0.00
02/22/2023	4400000018	Leavitt, Mikel D	REG	401	2.00	0.00

From: 01/28/2023 To: 02/24/2023

Grouped By: Employee ID

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
02/23/2023	4400000018	Leavitt, Mikel D	REG	401	4.00	0.00
02/23/2023	4400000018	Leavitt, Mikel D	REG	401	4.00	0.00
02/24/2023	4400000018	Leavitt, Mikel D	REG	401	6.00	0.00
02/24/2023	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
02/24/2023	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
-----					-----	-----
Total For Employee: 4400000018					40.00	0.00
					-----	-----
Grand Total:					960.00	25.00

Equipment Usage Detail Report
 From: 01/28/2023 To: 02/24/2023

Equipment ID	Description	GL Number	Activity Code	Date	Hours	Rate	Approx Cost
Employee ID	Name						
Pickup 4WD	1-20, 7-15,3-08, 2-08, 10-						
4100000004	Wright, David L	202-474.000-941.000		02/01/2023	2.00	12.75	25.50
4100000004	Wright, David L	202-463.000-941.000		02/02/2023	4.00	12.75	51.00
4100000004	Wright, David L	203-463.000-941.000		02/02/2023	4.00	12.75	51.00
4100000004	Wright, David L	101-265.000-941.000		02/03/2023	3.00	12.75	38.25
4100000004	Wright, David L	590-536.000-941.000		02/03/2023	3.00	12.75	38.25
4100000004	Wright, David L	101-265.000-941.000		02/06/2023	3.00	12.75	38.25
4100000004	Wright, David L	101-265.000-941.000		02/07/2023	2.00	12.75	25.50
4100000004	Wright, David L	101-780.500-941.000		02/07/2023	1.00	12.75	12.75
4100000004	Wright, David L	202-441.000-941.000-441.000		02/07/2023	0.50	12.75	6.38
4100000004	Wright, David L	226-782.000-941.000		02/07/2023	1.00	12.75	12.75
4100000004	Wright, David L	226-783.000-941.000		02/07/2023	1.00	12.75	12.75
4100000004	Wright, David L	591-540.000-941.000		02/07/2023	2.00	12.75	25.50
4100000004	Wright, David L	101-790.000-941.000		02/10/2023	1.00	12.75	12.75
4100000004	Wright, David L	590-536.000-941.000		02/10/2023	2.00	12.75	25.50
4100000004	Wright, David L	202-463.000-941.000		02/13/2023	1.00	12.75	12.75
4100000004	Wright, David L	101-780.500-941.000		02/14/2023	1.00	12.75	12.75
4100000004	Wright, David L	101-794.000-941.000		02/14/2023	1.00	12.75	12.75
4100000004	Wright, David L	202-441.000-941.000-441.000		02/14/2023	1.00	12.75	12.75
4100000004	Wright, David L	203-463.000-941.000		02/14/2023	2.00	12.75	25.50
4100000004	Wright, David L	226-782.000-941.000		02/14/2023	1.00	12.75	12.75
4100000004	Wright, David L	226-783.000-941.000		02/14/2023	1.00	12.75	12.75
4100000004	Wright, David L	591-540.000-941.000		02/14/2023	1.00	12.75	12.75
4100000004	Wright, David L	591-540.000-941.000		02/15/2023	8.00	12.75	102.00
4100000004	Wright, David L	101-782.000-941.000		02/16/2023	1.00	12.75	12.75
4100000004	Wright, David L	591-540.000-941.000		02/16/2023	4.00	12.75	51.00
4100000004	Wright, David L	101-265.000-941.000		02/21/2023	1.00	12.75	12.75
4100000004	Wright, David L	101-783.000-941.000		02/21/2023	1.00	12.75	12.75
4100000004	Wright, David L	226-530.000-941.000		02/21/2023	1.00	12.75	12.75
4100000004	Wright, David L	591-540.000-941.000		02/21/2023	2.00	12.75	25.50
4100000004	Wright, David L	101-345.000-941.000		02/22/2023	2.00	12.75	25.50
4100000004	Wright, David L	590-537.000-941.000		02/22/2023	1.00	12.75	12.75
4100000004	Wright, David L	590-536.000-941.000		02/24/2023	1.00	12.75	12.75
4100000005	Sandford, Jay E	202-478.000-941.000		01/30/2023	4.00	12.75	51.00
4100000005	Sandford, Jay E	591-540.000-941.000		02/02/2023	4.00	12.75	51.00
4100000005	Sandford, Jay E	101-790.000-941.000		02/03/2023	4.00	12.75	51.00
4100000005	Sandford, Jay E	591-540.000-941.000		02/08/2023	5.00	12.75	63.75
4100000005	Sandford, Jay E	202-478.000-941.000		02/17/2023	5.00	12.75	63.75
4100000005	Sandford, Jay E	590-536.000-941.000		02/17/2023	3.00	12.75	38.25
4100000005	Sandford, Jay E	591-540.000-941.000		02/21/2023	8.00	12.75	102.00
4100000005	Sandford, Jay E	591-540.000-941.000		02/22/2023	8.00	12.75	102.00
4100000005	Sandford, Jay E	202-478.000-941.000		02/23/2023	8.00	12.75	102.00
4100000006	Lloyd, Robert W	203-478.000-941.000		01/30/2023	2.00	12.75	25.50
4100000006	Lloyd, Robert W	591-540.000-941.000		02/15/2023	8.00	12.75	102.00

Equipment ID	Description	GL Number	Activity Code	Date	Hours	Rate	Approx Cost
Employee ID	Name						
4100000006	Lloyd, Robert W	591-540.000-941.000		02/16/2023	6.00	12.75	76.50
4400000009	Bosas, Rebecca M	101-782.000-941.000		01/31/2023	1.00	12.75	12.75
4400000009	Bosas, Rebecca M	590-536.000-941.000		01/31/2023	5.00	12.75	63.75
4400000009	Bosas, Rebecca M	591-540.000-941.000		01/31/2023	2.00	12.75	25.50
4400000009	Bosas, Rebecca M	590-536.000-941.000		02/01/2023	4.00	12.75	51.00
4400000009	Bosas, Rebecca M	591-542.000-941.000		02/01/2023	1.00	12.75	12.75
4400000009	Bosas, Rebecca M	590-536.000-941.000		02/02/2023	5.00	12.75	63.75
4400000009	Bosas, Rebecca M	590-536.000-941.000		02/03/2023	6.00	12.75	76.50
4400000009	Bosas, Rebecca M	591-540.000-941.000		02/06/2023	5.00	12.75	63.75
4400000009	Bosas, Rebecca M	591-542.000-941.000		02/06/2023	3.00	12.75	38.25
4400000009	Bosas, Rebecca M	591-540.000-941.000		02/07/2023	8.00	12.75	102.00
4400000009	Bosas, Rebecca M	591-540.000-941.000		02/08/2023	6.00	12.75	76.50
4400000009	Bosas, Rebecca M	590-536.000-941.000		02/09/2023	8.00	12.75	102.00
4400000009	Bosas, Rebecca M	590-536.000-941.000		02/10/2023	6.00	12.75	76.50
4400000009	Bosas, Rebecca M	590-536.000-941.000		02/13/2023	8.00	12.75	102.00
4400000009	Bosas, Rebecca M	101-265.000-941.000		02/14/2023	2.00	12.75	25.50
4400000009	Bosas, Rebecca M	590-536.000-941.000		02/14/2023	2.00	12.75	25.50
4400000009	Bosas, Rebecca M	591-540.000-941.000		02/14/2023	1.00	12.75	12.75
4400000009	Bosas, Rebecca M	591-542.000-941.000		02/15/2023	8.00	12.75	102.00
4400000009	Bosas, Rebecca M	591-542.000-941.000		02/16/2023	8.00	12.75	102.00
4400000009	Bosas, Rebecca M	202-478.000-941.000		02/22/2023	4.00	12.75	51.00
4400000009	Bosas, Rebecca M	590-536.000-941.000		02/22/2023	2.00	12.75	25.50
4400000009	Bosas, Rebecca M	591-542.000-941.000		02/22/2023	2.00	12.75	25.50
4400000009	Bosas, Rebecca M	202-478.000-941.000		02/23/2023	4.00	12.75	51.00
4400000009	Bosas, Rebecca M	590-536.000-941.000		02/23/2023	2.00	12.75	25.50
4400000009	Bosas, Rebecca M	591-542.000-941.000		02/23/2023	2.00	12.75	25.50
4400000009	Bosas, Rebecca M	202-478.000-941.000		02/24/2023	4.00	12.75	51.00
4400000018	Leavitt, Mikel D	203-463.000-941.000		01/29/2023	4.00	12.75	51.00
4400000018	Leavitt, Mikel D	101-780.500-941.000		01/30/2023	3.00	12.75	38.25
4400000018	Leavitt, Mikel D	203-478.000-941.000		01/30/2023	4.00	12.75	51.00
4400000018	Leavitt, Mikel D	203-478.000-941.000		01/31/2023	2.00	12.75	25.50
4400000018	Leavitt, Mikel D	226-782.000-941.000		01/31/2023	1.00	12.75	12.75
4400000018	Leavitt, Mikel D	226-783.000-941.000		01/31/2023	1.00	12.75	12.75
4400000018	Leavitt, Mikel D	101-265.000-941.000		02/01/2023	0.50	12.75	6.38
4400000018	Leavitt, Mikel D	101-780.500-941.000		02/01/2023	1.00	12.75	12.75
4400000018	Leavitt, Mikel D	226-528.000-941.000		02/01/2023	2.00	12.75	25.50
4400000018	Leavitt, Mikel D	202-463.000-941.000		02/02/2023	4.00	12.75	51.00
4400000018	Leavitt, Mikel D	203-463.000-941.000		02/02/2023	4.00	12.75	51.00
4400000018	Leavitt, Mikel D	226-782.000-941.000		02/03/2023	0.50	12.75	6.38
4400000018	Leavitt, Mikel D	226-783.000-941.000		02/03/2023	1.00	12.75	12.75
4400000018	Leavitt, Mikel D	203-463.000-941.000		02/07/2023	2.50	12.75	31.88
4400000018	Leavitt, Mikel D	203-463.000-941.000		02/09/2023	2.00	12.75	25.50
4400000018	Leavitt, Mikel D	590-536.000-941.000		02/09/2023	2.00	12.75	25.50
4400000018	Leavitt, Mikel D	101-780.500-941.000		02/10/2023	1.00	12.75	12.75

Equipment ID	Description	GL Number	Activity Code	Date	Hours	Rate	Approx Cost
Employee ID	Name						
4400000018	Leavitt, Mikel D	202-441.000-941.000-441.000		02/10/2023	0.50	12.75	6.38
4400000018	Leavitt, Mikel D	226-782.000-941.000		02/10/2023	0.50	12.75	6.38
4400000018	Leavitt, Mikel D	226-783.000-941.000		02/10/2023	1.00	12.75	12.75
4400000018	Leavitt, Mikel D	202-463.000-941.000		02/14/2023	7.00	12.75	89.25
4400000018	Leavitt, Mikel D	101-783.000-941.000		02/15/2023	5.00	12.75	63.75
4400000018	Leavitt, Mikel D	202-463.000-941.000		02/15/2023	3.00	12.75	38.25
4400000018	Leavitt, Mikel D	101-783.000-941.000		02/16/2023	2.00	12.75	25.50
4400000018	Leavitt, Mikel D	101-783.000-941.000		02/21/2023	1.00	12.75	12.75
4400000018	Leavitt, Mikel D	226-783.000-941.000		02/21/2023	1.00	12.75	12.75
4400000018	Leavitt, Mikel D	591-540.000-941.000		02/21/2023	2.50	12.75	31.88
4400000018	Leavitt, Mikel D	591-542.000-941.000		02/21/2023	2.00	12.75	25.50
4400000018	Leavitt, Mikel D	591-540.000-941.000		02/22/2023	2.00	12.75	25.50
4400000018	Leavitt, Mikel D	591-542.000-941.000		02/22/2023	2.00	12.75	25.50
4400000018	Leavitt, Mikel D	590-536.000-941.000		02/24/2023	6.00	12.75	76.50
4400000018	Leavitt, Mikel D	591-540.000-941.000		02/24/2023	1.00	12.75	12.75
4400000018	Leavitt, Mikel D	591-542.000-941.000		02/24/2023	1.00	12.75	12.75

Equipment Totals

307.50

3,920.66

Front Blade Front Blade/Plow - used on

4100000005	Sandford, Jay E	202-478.000-941.000		01/30/2023	4.00	23.47	93.88
4100000005	Sandford, Jay E	202-478.000-941.000		02/23/2023	8.00	23.47	187.76
4100000006	Lloyd, Robert W	203-478.000-941.000		01/30/2023	2.00	23.47	46.94
4400000009	Bosas, Rebecca M	202-478.000-941.000		02/22/2023	4.00	23.47	93.88
4400000009	Bosas, Rebecca M	202-478.000-941.000		02/23/2023	4.00	23.47	93.88
4400000009	Bosas, Rebecca M	202-478.000-941.000		02/24/2023	1.00	23.47	23.47
4400000018	Leavitt, Mikel D	203-463.000-941.000		01/29/2023	4.00	23.47	93.88
4400000018	Leavitt, Mikel D	101-780.500-941.000		01/30/2023	3.00	23.47	70.41
4400000018	Leavitt, Mikel D	203-478.000-941.000		01/30/2023	4.00	23.47	93.88
4400000018	Leavitt, Mikel D	203-478.000-941.000		01/31/2023	2.00	23.47	46.94

Equipment Totals

36.00

844.92

Pickup 2WD 6-16 2WD

Backhoe Backhoe 6-00, 17, 8-22

4100000004	Wright, David L	203-463.000-941.000		02/10/2023	3.00	62.01	186.03
4100000004	Wright, David L	203-463.000-941.000		02/13/2023	6.00	62.01	372.06
4100000004	Wright, David L	203-478.000-941.000		02/24/2023	2.00	62.01	124.02

Equipment Totals

11.00

682.11

Breaker Breaker - used on backhoe

Bucket Truck No. 06-99

Bucket Bucket - used with Bucket

Equipment ID	Description	GL Number	Activity Code	Date	Hours	Rate	Approx Cost
Employee ID	Name						
Brush Hog	NO. 9-02						
Dump	Dump Truck 1-22, 11, 12-02,						
4100000004	Wright, David L	202-478.000-941.000		01/28/2023	2.00	53.40	106.80
4100000004	Wright, David L	202-478.000-941.000		01/29/2023	2.00	53.40	106.80
4100000004	Wright, David L	203-478.000-941.000		01/29/2023	2.00	53.40	106.80
4100000004	Wright, David L	202-478.000-941.000		01/30/2023	4.00	53.40	213.60
4100000004	Wright, David L	203-478.000-941.000		01/30/2023	4.00	53.40	213.60
4100000004	Wright, David L	202-463.000-941.000		02/06/2023	2.00	53.40	106.80
4100000004	Wright, David L	202-478.000-941.000		02/06/2023	2.00	53.40	106.80
4100000004	Wright, David L	101-783.000-941.000		02/13/2023	1.00	53.40	53.40
4100000004	Wright, David L	203-463.000-941.000		02/16/2023	2.00	53.40	106.80
4100000004	Wright, David L	202-478.000-941.000		02/22/2023	2.00	53.40	106.80
4100000004	Wright, David L	203-478.000-941.000		02/22/2023	2.00	53.40	106.80
4100000004	Wright, David L	202-478.000-941.000		02/23/2023	6.00	53.40	320.40
4100000004	Wright, David L	203-478.000-941.000		02/23/2023	4.00	53.40	213.60
4100000004	Wright, David L	202-478.000-941.000		02/24/2023	2.00	53.40	106.80
4100000004	Wright, David L	203-478.000-941.000		02/24/2023	2.00	53.40	106.80
4100000005	Sandford, Jay E	202-478.000-941.000		01/29/2023	4.00	53.40	213.60
4100000006	Lloyd, Robert W	202-478.000-941.000		01/29/2023	2.00	53.40	106.80
4100000006	Lloyd, Robert W	203-478.000-941.000		01/29/2023	2.00	53.40	106.80
4100000006	Lloyd, Robert W	202-478.000-941.000		01/30/2023	4.00	53.40	213.60
4100000006	Lloyd, Robert W	203-478.000-941.000		01/30/2023	2.00	53.40	106.80
4100000006	Lloyd, Robert W	202-463.000-941.000		02/07/2023	3.50	53.40	186.90
4100000006	Lloyd, Robert W	202-463.000-941.000		02/14/2023	4.00	53.40	213.60
4100000006	Lloyd, Robert W	202-478.000-941.000		02/17/2023	6.00	53.40	320.40
4100000006	Lloyd, Robert W	203-478.000-941.000		02/17/2023	4.00	53.40	213.60
4100000006	Lloyd, Robert W	203-478.000-941.000		02/22/2023	4.00	53.40	213.60
4100000006	Lloyd, Robert W	202-478.000-941.000		02/23/2023	4.00	53.40	213.60
4100000006	Lloyd, Robert W	203-478.000-941.000		02/23/2023	4.00	53.40	213.60
4400000009	Bosas, Rebecca M	202-478.000-941.000		01/30/2023	4.00	53.40	213.60
4400000009	Bosas, Rebecca M	202-478.000-941.000		02/17/2023	8.00	53.40	427.20
4400000018	Leavitt, Mikel D	101-783.000-941.000		02/13/2023	2.00	53.40	106.80
4400000018	Leavitt, Mikel D	203-463.000-941.000		02/13/2023	6.00	53.40	320.40
4400000018	Leavitt, Mikel D	202-478.000-941.000		02/16/2023	4.00	53.40	213.60
4400000018	Leavitt, Mikel D	202-478.000-941.000		02/17/2023	8.00	53.40	427.20
4400000018	Leavitt, Mikel D	202-478.000-941.000		02/22/2023	4.00	53.40	213.60
4400000018	Leavitt, Mikel D	202-478.000-941.000		02/23/2023	4.00	53.40	213.60
4400000018	Leavitt, Mikel D	203-478.000-941.000		02/23/2023	4.00	53.40	213.60
Equipment Totals					126.50		6,755.10
UnderbodyScrapr	Underbody Scraper used w/						
4100000004	Wright, David L	202-478.000-941.000		01/28/2023	2.00	9.28	18.56
4100000004	Wright, David L	202-478.000-941.000	56	01/29/2023	2.00	9.28	18.56

Equipment ID	Description	GL Number	Activity Code	Date	Hours	Rate	Approx Cost
Employee ID	Name						
4100000004	Wright, David L	203-478.000-941.000		01/29/2023	2.00	9.28	18.56
4100000004	Wright, David L	101-783.000-941.000		02/13/2023	1.00	9.28	9.28
4100000004	Wright, David L	202-478.000-941.000		02/22/2023	2.00	9.28	18.56
4100000004	Wright, David L	203-478.000-941.000		02/22/2023	2.00	9.28	18.56
4100000004	Wright, David L	202-478.000-941.000		02/23/2023	6.00	9.28	55.68
4100000004	Wright, David L	203-478.000-941.000		02/23/2023	4.00	9.28	37.12
4100000005	Sandford, Jay E	202-478.000-941.000		01/29/2023	4.00	9.28	37.12
4100000006	Lloyd, Robert W	202-478.000-941.000		01/29/2023	2.00	9.28	18.56
4100000006	Lloyd, Robert W	203-478.000-941.000		01/29/2023	2.00	9.28	18.56
4100000006	Lloyd, Robert W	202-478.000-941.000		01/30/2023	4.00	9.28	37.12
4100000006	Lloyd, Robert W	202-478.000-941.000		02/17/2023	6.00	9.28	55.68
4100000006	Lloyd, Robert W	203-478.000-941.000		02/17/2023	4.00	9.28	37.12
4100000006	Lloyd, Robert W	202-478.000-941.000		02/23/2023	4.00	9.28	37.12
4100000006	Lloyd, Robert W	203-478.000-941.000		02/23/2023	4.00	9.28	37.12
4400000009	Bosas, Rebecca M	202-478.000-941.000		01/30/2023	4.00	9.28	37.12
4400000009	Bosas, Rebecca M	203-478.000-941.000		01/30/2023	4.00	9.28	37.12
4400000009	Bosas, Rebecca M	202-478.000-941.000		02/17/2023	8.00	9.28	74.24
4400000018	Leavitt, Mikel D	202-478.000-941.000		02/17/2023	8.00	9.28	74.24
4400000018	Leavitt, Mikel D	202-478.000-941.000		02/22/2023	4.00	9.28	37.12
4400000018	Leavitt, Mikel D	202-478.000-941.000		02/23/2023	4.00	9.28	37.12
4400000018	Leavitt, Mikel D	203-478.000-941.000		02/23/2023	4.00	9.28	37.12
Equipment Totals					87.00		807.36
Hopper/Salt Box	Hopper/Salt Box use w/ dump						
4100000004	Wright, David L	202-478.000-941.000		02/06/2023	2.00	12.91	25.82
4100000004	Wright, David L	202-478.000-941.000		02/22/2023	2.00	12.91	25.82
4100000004	Wright, David L	203-478.000-941.000		02/22/2023	2.00	12.91	25.82
4100000004	Wright, David L	202-478.000-941.000		02/23/2023	2.00	12.91	25.82
4100000004	Wright, David L	202-478.000-941.000		02/24/2023	2.00	12.91	25.82
4100000004	Wright, David L	203-478.000-941.000		02/24/2023	2.00	12.91	25.82
4100000005	Sandford, Jay E	202-478.000-941.000		01/29/2023	4.00	12.91	51.64
4100000006	Lloyd, Robert W	202-478.000-941.000		01/29/2023	2.00	12.91	25.82
4100000006	Lloyd, Robert W	203-478.000-941.000		01/29/2023	2.00	12.91	25.82
4100000006	Lloyd, Robert W	202-478.000-941.000		01/30/2023	4.00	12.91	51.64
4100000006	Lloyd, Robert W	203-478.000-941.000		01/30/2023	2.00	12.91	25.82
4100000006	Lloyd, Robert W	202-463.000-941.000		02/14/2023	4.00	12.91	51.64
4100000006	Lloyd, Robert W	202-478.000-941.000		02/17/2023	6.00	12.91	77.46
4100000006	Lloyd, Robert W	203-478.000-941.000		02/17/2023	4.00	12.91	51.64
4100000006	Lloyd, Robert W	203-478.000-941.000		02/22/2023	4.00	12.91	51.64
4100000006	Lloyd, Robert W	202-478.000-941.000		02/23/2023	4.00	12.91	51.64
4100000006	Lloyd, Robert W	203-478.000-941.000		02/23/2023	4.00	12.91	51.64
4400000009	Bosas, Rebecca M	202-478.000-941.000		01/30/2023	4.00	12.91	51.64
4400000009	Bosas, Rebecca M	203-478.000-941.000		01/30/2023	4.00	12.91	51.64
4400000009	Bosas, Rebecca M	202-478.000-941.000		02/17/2023	8.00	12.91	103.28

Equipment ID Employee ID	Description Name	GL Number	Activity Code	Date	Hours	Rate	Approx Cost
4400000018	Leavitt, Mikel D	202-478.000-941.000		02/16/2023	4.00	12.91	51.64
Equipment Totals					72.00		929.52
Sweeper	Sweeper						
4400000009	Bosas, Rebecca M	202-463.000-941.000		02/14/2023	1.50	103.19	154.79
Equipment Totals					1.50		154.79
Vacuum Cleaner	Sweeper - used with Street						
Tractor	Tractor						
Woodchipper	Woodchipper						
Material Heater	Material Heater 42, 9-22						
4100000004	Wright, David L	202-463.000-941.000		02/02/2023	4.00	14.45	57.80
4100000004	Wright, David L	203-463.000-941.000		02/02/2023	4.00	14.45	57.80
4400000018	Leavitt, Mikel D	202-463.000-941.000		02/02/2023	4.00	14.45	57.80
4400000018	Leavitt, Mikel D	203-463.000-941.000		02/02/2023	4.00	14.45	57.80
Equipment Totals					16.00		231.20
Kubota	Kubota #5-18						
4400000009	Bosas, Rebecca M	202-478.000-941.000		02/24/2023	3.00	13.72	41.16
Equipment Totals					3.00		41.16
Arrow	Arrow						
Trailer	Trailer						

Grand Totals							
Equipment:				19	660.50		14,366.82
Materials:				0	0.00		0.00
Totals:				19			14,366.82

February 2023	Beginning Mileage	Ending Mileage	Miles Driven	Gallons Gas Purchased	Gallons Diesel Purchased
#6-16 2WD P/U gas	84914	85103	189	17	
#1-20 4WD P/U diesel	4568	4750	182		26
#7-15 4WD P/U gas	47423	47752	329	48	
#3-08 4WD P/U gas	82278	82692	414	45.1	
#10-18 4WD P/U diesel	28017	28628	611		59.3
#7-22 4 WD P/U gas	2183	2714	531	48.8	
#2-08 4WD P/U gas	74809				
#6-00 BACKHOE diesel					
#1-22 DUMP	4396	4917	521		125.1
#11 DUMP gas					
#12-02 DUMP diesel	35026	35239	213		53.2
#12-04 DUMP diesel	41358	41630	272		76
#12-99 GENERATOR gas					
#17 CASE BACKHOE diesel					
#8-22 CASE BACKHOE					27.1
#19 JD TRACTOR diesel					
#06-99 BUCKET TRUCK gas					
#21 WOOD CHIPPER diesel					
#8-07 STREET SWEEPER diesel	18759				
#42 ASPHALT HEATER diesel					
#9-22 PATCHER					
#37 TRAIL ARROW					
#10-15 GEN gas					
#5-18 KUBOTA (hours) gas can	763				
TOTAL			3262	158.9	366.7

CHECK REGISTER FOR CITY OF SWARTZ CREEK
CHECK DATE FROM 02/01/2023 - 02/28/2023

Highlighted amount is total for that vendor

Check Date	Check	Vendor Name	Description	Amount
Bank GEN CONSOLIDATED ACCOUNT				
02/09/2023	17(E)	BLUE CROSS BLUE SHIELD OF MICHIGAN	RETIREE HEALTHCARE CLOLINGER MARCH 2023	2,036.92
02/09/2023	51758	ACE OUTDOOR SERVICES LLC	SNOW PLOWING/SHOVELING ESTIMATE FY23 1/2	1,914.00
02/09/2023	51759	ADS PLUS PRINTING LLC	WINDOW ENVELOPES (QTY1500)	302.25
			BUSINESS CARDS KNICKERBOCKER/HENRY/FOUNT	143.60
				445.85
02/09/2023	51760	AMERICAN SEWER CLEANERS	GREASE TRAP CLEANINGS 8095 CIVIC	175.00
02/09/2023	51761	BIO-SERV CORPORATION	PEST CONTROL - PUBLIC SAFETY BLDG	62.00
			PEST CONTROL - CITY HALL/LIBRARY-SR CTR	120.00
				182.00
02/09/2023	51762	CHARTER TOWNSHIP OF MUNDY	JOINT INSP & PERMIT FEES DECEMBER 2022	6,313.88
02/09/2023	51763	CONNIE OLGER	BANK MILEAGE CONNIE OLGER JANUARY 2023	5.11
02/09/2023	51764	CONSUMERS ENERGY	48473 LED LIGHT RD WORCHESTER/CHESTERFIE	48.57
			48473 LED LIGHT RD WORCHESTER/CHESTERFIE	3,884.96
				3,933.53
02/09/2023	51765	CONSUMERS ENERGY	STREET LIGHTS 1294 1/1-1/31/23 & 12/1-12	4,321.09
02/09/2023	51766	CONSUMERS ENERGY	4125 ELMS RD 4353 1/4-2/1/23	32.40
02/09/2023	51767	CONSUMERS ENERGY	4125 ELMS RD PAVILION 4437 1/2-2/1/23	37.88
02/09/2023	51768	CONSUMERS ENERGY	6425 MILLER PARK & RIDE 1/4-2/1/23	96.10
02/09/2023	51769	CONSUMERS ENERGY	4524 MORRISH RD 1/1-1/31/23	57.80
02/09/2023	51770	CONSUMERS ENERGY	ELMS PARKING LOT AREA LIGHTS 2300 1/1-1/	37.23
02/09/2023	51771	CONSUMERS ENERGY	8301 CAPPY LN 1/2-1/31/23	359.78
02/09/2023	51772	CONSUMERS ENERGY	TRAFFIC LIGHTS 1781 1/1-3/31/23	552.82
02/09/2023	51773	CONSUMERS ENERGY	SIRENS TRAFFIC LIGHTS 1997 1/1-1/31/23	35.95
02/09/2023	51774	CONSUMERS ENERGY	8100 CIVIC DR 1/3-1/31/23	1,411.88
02/09/2023	51775	CONSUMERS ENERGY	5015 HOLLAND DR LOT LIGHTS 12/30/22-1/30	56.70
02/09/2023	51776	CONSUMERS ENERGY	4510 MORRISH RD 12/30/22-1/30/23	44.92
02/09/2023	51777	CONSUMERS ENERGY	8059 FORTINO DR 12/30/22-1/30/23	34.91
02/09/2023	51778	CONSUMERS ENERGY	8499 MILLER RD 12/30/22-1/30/23	31.47
02/09/2023	51779	CONSUMERS ENERGY	8083 CIVIC DR 12/30/22-1/30/23	794.38
02/09/2023	51780	CONSUMERS ENERGY	5257 WINSHALL DR 12/30/22-1/30/23	30.06
02/09/2023	51781	CONSUMERS ENERGY	5361 WINSHALL DR 8369 12/30/22-1/30/23	32.55
02/09/2023	51782	CONSUMERS ENERGY	9099 MILLER RD 12/30/22-1/30/23	40.08
02/09/2023	51783	CONSUMERS ENERGY	5361 WINSHALL DR #2 RESTRMS 9987 12/30/2	37.10
02/09/2023	51784	CONSUMERS ENERGY	8095 CIVIC DR 12/30/22-1/30/23	839.46
02/09/2023	51785	CONSUMERS ENERGY	5121 MORRISH RD 12/30/22-1/30/23	749.86
02/09/2023	51786	CONSUMERS ENERGY	8011 MILLER RD 12/30/22-1/30/23	30.68
02/09/2023	51787	DAVID KRUEGER	SMALL CITIES MEETING FOOD 2/1/23	36.00
02/09/2023	51788	DEANNA KORTH	BANK MILEAGE DEANNA KORTH JANUARY 2023	66.42
02/09/2023	51789	DETROIT SALT COMPANY	ROAD SALT @ \$69.90 PER TON	3,578.88
			ROAD SALT @ \$69.90 PER TON	3,522.96
			ROAD SALT @ \$69.90 PER TON	3,651.58
				10,753.42
02/09/2023	51790	DLZ MICHIGAN INC	SEWER FATS, OILS, AND GREASE PROGRAM SER	124.00
02/09/2023	51791	DORNBOS SIGN & SAFETY INC	PEDESTRIAN SIGN (4)/BASE (4)	1,735.10
02/09/2023	51792	ENERGY REDUCTION COALITION	EXCESS BENEFIT PAYMENT	1,126.55
02/09/2023	51793	FAMILY FARM AND HOME INC	JANUARY 2023 INVOICES	681.45
02/09/2023	51794	FERGUSON ENTERPRISES INC	TOTAL CHLORINE CHEMKEY RGTS 25/PK	32.63
			CHLORINE CHEMKEY RGTS ST/PK (2)	163.02
			CHLORINE VERIFICATION CHEMKEY	37.88
				233.53

02/09/2023	51795	FLINT WELDING SUPPLY	CYLINDER COMPRESSED OXYGEN	6.25
02/09/2023	51796	GCGC	MEMBERSHIP DUES 2023 OLGCR	20.00
02/09/2023	51797	GENESEE CTY DRAIN COMMISSIONER	2022 DRAINS AT LARGE	1,135.00
02/09/2023	51798	GILL ROYS HARDWARE	JANUARY 2023 INVOICES LESS DISCOUNT	250.79
02/09/2023	51799	GLAESER DAWES	REPLACE HYDRANT MILLER AND SCHOOL	3,990.00
02/09/2023	51800	GLAESER DAWES	REPAIR WATERMAIN 9210 OAKVIEW	2,533.00
02/09/2023	51801	ITU ABSORBTECH INC	REPLENISH FIRST AID KIT DPW	156.15
02/09/2023	51802	JAMS MEDIA LLC	5 YR PARKS & REC PUBLIC NOTICE 1/26/23	50.30
02/09/2023	51803	JOHNS TRUCK SERVICE	REPLACE RADIATOR AND HOSES ANTIFREEZE (3	5,048.27
02/09/2023	51804	LEGACY ASSESSING SERVICES INC	FEB 2023 ASSESSING SERVICES OCT. 2022-SE	2,620.38
02/09/2023	51805	METRO POLICE AUTH OF GENESEE COUNTY	OBEM REIMB SZMANSKY OCT-DEC 2022	776.76
02/09/2023	51806	METRO POLICE AUTH OF GENESEE COUNTY	ORDIN FEES DECEMBER 2022	598.95
02/09/2023	51807	SARA WITTER	CANCEL ELMS PARK #2 8/12/23	280.00
02/09/2023	51808	SELF SERVE LUMBER CO.	LUMBER/PINE BOARD/ 1 QT PAINT	117.17
02/09/2023	51809	STAPLES	COPY PAPER (5)	195.80
02/09/2023	51810	STATE OF MICHIGAN-DEQ WTR	STORM WATER ANNUAL PERMIT FEE	3,000.00
02/09/2023	51811	SUBURBAN AUTO SUPPLY	12V 730 CCA BATTERY	169.99
			ANTIFREEZE	25.98
			AW32 HYD OIL/SHOP TOWELS (2)	95.97
			HD ALUM BAND CLM	18.99
			SPARK PLUG (2)	11.98
				322.91
02/09/2023	51812	SUPER FLITE OIL CO INC	FUEL - DPW JANUARY 2023	1,492.57
02/15/2023	18(E)	UNUM LIFE INSURANCE	RETIREE LIFE MARCH 2023	31.47
02/15/2023	51813	DELTA DENTAL PLAN	RETIREE DENTAL MARCH 2023 (6)	414.48
02/15/2023	51814	GFL ENVIRONMENTAL USA INC	FY23 GARBAGE/RECYCLING/YARD WASTE JANUAR	24,843.00
02/15/2023	51815	ROBERT LLOYD	PARKING & MILEAGE/R LLOYD/TRAINING IN LA	71.57
02/23/2023	51816	ACE OUTDOOR SERVICES LLC	SNOW PLOWING/SHOVELING ESTIMATE FY23	2,775.00
02/23/2023	51817	ACE-SAGINAW PAVING COMPANY	COLD PATCH	692.55
02/23/2023	51818	ACTION TRAFFIC MAINTENANCE INC	GUARDRAIL REPAIR CORNER ELMS & BRISTOL	12,875.00
02/23/2023	51819	BIO-SERV CORPORATION	PEST CONTROL - PUBLIC SAFETY BLDG	62.00
02/23/2023	51820	DAVIS KIRKSEY ASSOCIATES INC	PROFESSIONAL SERVICES 3RD PAYMENT	3,000.00
02/23/2023	51821	DEE CRAMER	REPAIR FURNACE/PUBLIC SAFETY BUILDING	2,253.93
			REPAIR FURNACE/PUBLIC SAFETY BUILDING	852.17
				3,106.10
02/23/2023	51822	GEN CTY ROAD COMMISSION	S-MTCE & OPERATIONS JANUARY 2023	156.84
02/23/2023	51823	GENESEE CTY DRAIN COMMISSIONER	WATER 12/28/22-1/25/23 1,799,350 CF	114,962.63
02/23/2023	51824	HOBSON, JEREMY	UB refund for account: 0000161600	198.07
02/23/2023	51825	JAY'S SEPTIC TANK SERVICE	PORT-A-JON RENTAL ELMS PARK 2/10-3/9/23	280.00
			PORT-A-JON RENTAL ABRAMS PARK 2/14-3/13/	280.00
				560.00
02/23/2023	51826	METRO POLICE AUTH OF GENESEE COUNTY	POLICE SERVICES JANUARY-MARCH 2023	298,063.25
			ORDINANCE FEES JANUARY 2023	762.63
				298,825.88
02/23/2023	51827	MICHIGAN FENCE CO INC	REPAIR WATER TOWER FENCE	37.59
02/23/2023	51828	MISSION COMMUNICATIONS LLC	SERVICE 12/1/22-11/30/23	359.40
02/23/2023	51829	MOLLY MAID OF METAMORA LLC	CLEANING CITY HALL 2/3/23 & 2/17/23	372.00
02/23/2023	51830	NATHAN HENRY	MILEAGE, MEALS & PARKING REIMB N. HENRY	295.39
02/23/2023	51831	OHM ADVISORS	FINAL PRELIMINARY DESIGN OF MILLER ROAD	6,828.00
			USDA PHASE II WATER MAIN ENGINEERING SER	28,054.00
				34,882.00
02/23/2023	51832	OHM ADVISORS	MORRISH RD CE	2,874.58
02/23/2023	51833	OHM ADVISORS	WINCHESTER VILLAGE AND WINCHESTER WOODS	12,153.00

02/23/2023	51834	PARAGON LABORATORIES INC	WATER SAMPLES WO SWARTZ CREEK	722.00
			WATER SAMPLES WO SWARTZ CREEK	348.00
				<u>1,070.00</u>
02/23/2023	51835	SIMEN FIGURA & PARKER PLC	MONTHLY INVOICE JANUARY 2023	2,767.50
02/23/2023	51836	STATE OF MICHIGAN DEPT TRANS	GENESEE VALLEY TRAIL	179,704.34
02/23/2023	51837	STATE OF MICHIGAN-DEQ WTR	DRINKING WATER LAB TESTING	96.00
02/23/2023	51838	SUBURBAN AUTO SUPPLY	HOSE CLAMP FOR BACK PACK BLOWER	7.98
			SPARK PLUG FOR BACK PACK BLOWER	3.29
				<u>11.27</u>
02/23/2023	51839	SWARTZ CREEK FINE ARTS ASSOC	2023 CONCERT SPONSORSHIP	300.00
02/23/2023	51840	VC3 INC	MICROSOFT BUSNS STANDARD/APPS FEB-JUNE 2	104.00
02/23/2023	51841	VERIZON WIRELESS	MONTHLY INVOICE 1/2-2/1/23	536.79
02/23/2023	51842	VERNON OUTDOOR EQUIP SMALL ENGINE	WASHER/SPOOL COVER/AIR FILTER & COVER FO	66.29
GEN TOTALS:				
Total of 87 Checks:				760,226.90
Less 0 Void Checks:				0.00
Total of 87 Disbursements:				<u>760,226.90</u>

Metro Police Authority Offense Summary

For Swartz Creek

Occurred 2/1/2023 - 2/28/2023

Offense	Total Offenses
1308 - 13002 - Aggravated/Felonious Assault - Public Official - Other Weapon	1
1376 - 13003 - Intentional Threat to Commit Act of Violence Against Schools	1
1380 - 13003 - Telephone Used for Harassment, Threats	2
2304 - 23006 - Larceny - Parts and Accessories from Vehicle	1
2305 - 23005 - Larceny - Personal Property from Vehicle	2
2399 - 23007 - Larceny (Other)	1
2609 - 26007 - Fraud - Identity Theft	1
2699 - 26001 - Fraud (Other)	1
2902 - 29000 - Damage to Property - Private Property	1
3078 - 30002 - Retail Fraud Theft 3rd Degree	1
3595 - 35001 - Drugs, Illegal Use of	1
3805 - 38003 - Contribute to Delinquency of Minor (Except Alcohol)	1
5015 - 50000 - Failure to Appear	1
5215 - 13003 - Threat to Bomb	1
8072 - 54003 - Traffic - Careless Driving	1
8273 - 54003 - Traffic - Driving on Susp/Revoked/Refused License	1
8275 - 54003 - Traffic - Driver License Law Violations	1
9910 - 93001 - Traffic, Non-Criminal - Accident	4
9911 - 93002 - Traffic, Non-Criminal - Non-Traffic Accident	1
9942 - 98006 - Inspections/Investigations - Family Trouble	2
9943 - 98007 - Inspections/Investigations - Suspicious Situations	1
9944 - 98008 - Inspections/Investigations - Lost and Found Prop	1
9947 - 99002 - Miscellaneous - Natural Death	2
9953 - 99008 - Miscellaneous - General Assistance	4
9954 - 99009 - Miscellaneous - Non-Criminal	1
Total	35

City of Swartz Creek

Building Permit List

2023

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
Building							
PB2300002	02/02/23	C & L Ward Bros Co	(810) 652 6622	58-31-526-006	\$4,469	\$115.00 6144 MILLER RD	48473-Res Add/Alter/Repair
PB2300004	02/07/23	Foundation Systems of Michiga	(734) 838 3895	58-02-501-081	\$18,800	\$191.00 5023 WINSTON DR	48473 Res Add/Alter/Repair
PB2300005	02/27/23	SOTSEP 2022 LLC	8106919809	58-29-551-020	\$0	\$200.00 5286 MILLER RD	48473-Demolish Structure
Total:		3 Permits	Value: \$23,269		Fee Total: \$506.00		Total Number of Dwelling Units 0
Electrical							
PE2300005	02/01/23	Holland Heating & Cooling Inc	(810) 653 4328	58-03-531-104	\$0	\$134.00 5304 VALLEYVIEW DR	48473-Electrical
PE2300006	02/07/23	Foundation Systems of Michiga	(734) 838 3895	58-02-501-081	\$0	\$140.00 5023 WINSTON DR	48473 Electrical
PE2300007	02/15/23	Commercial Refrigeration	(810) 235 1322	58-36-300-030	\$0	\$180.00 4369 ROUNDHOUSE RD	48473-Electrical
Total:		3 Permits	Value: \$0		Fee Total: \$454.00		Total Number of Dwelling Units 0
Mechanical							
PM230004	02/21/23	Hopkins Mechanical Services L	(989) 640 4033	58-36-576-013	\$0	\$305.00 7048 MILLER RD	48473-Mechanical
PM230005	02/15/23	DRF Installations	(630) 615 4580	58-35-776-149	\$0	\$135.00 149 SOMERSET ST	48473-Mechanical
PM230007	02/01/23	Holland Heating & Cooling	(810) 653 4328	58-03-531-104	\$0	\$135.00 5304 VALLEYVIEW DR	48473-Mechanical
PM230008	02/06/23	BB Service Technician LLC	(810) 348 7255	58-36-676-089	\$0	\$275.00 4264 ALEX MARIN DR	48473 Mechanical
PM230009	02/14/23	Parker's Propane	(810) 789 9117	58-02-504-010	\$0	\$150.00 8391 MILLER RD	48473-Mechanical
PM230012	02/27/23	Terry Allen Plbg & Htg Co	(810) 232 8270	58-02-502-032	\$0	\$160.00 5221 WORCHESTER DR	48473-Mechanical
Total:		6 Permits	Value: \$0		Fee Total: \$1,160.00		Total Number of Dwelling Units 0

City of Swartz Creek Building Permit List 2023

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction	
Plumbing								
PP230003	02/08/23	Absolute Plumbing	(810) 820 8841	58-36-676-089	\$0 \$340.00	4264 ALEX MARIN DR	48473 Plumbing	
PP230004	02/07/23	Foundation Systems of Michiga	(734) 838 3895	58-02-501-081	\$0 \$140.00	5023 WINSTON DR	48473 Plumbing	
PP230005	02/28/23	Blessing Co.	(810) 694 4861	58-36-651-048	\$0 \$134.00	7461 COUNTRY MEADOWS	48473 Plumbing	
Total:		3 Permits	Value: \$0		Fee Total:	\$614.00	Total Number of Dwelling Units	0

Right of Way								
PROW-0197	02/13/23	SPOONER, BRYAN S & ROB		58-36-300-007	\$0 \$100.00	7336 MILLER RD	48473-Right of way	
PROW-0229	02/15/23	BANACKI PROPERTIES INC		58-02-100-010	\$0 \$100.00	9001 MILLER RD	48473-Right of way	
PROW-0246	02/08/23	Comcast Corporation		58-35-677-004	\$0 \$100.00	8020 FORTINO DR	48473 Right of way	
PROW-0247	02/08/23	Comcast Communications		58-35-677-001	\$0 \$100.00	4446 MORRISH RD	48473 Right of way	
Total:		4 Permits	Value: \$0		Fee Total:	\$400.00	Total Number of Dwelling Units	0

Zoning								
PZ23-0002	02/13/23	WEIERSHAUSER, MICHAEL	(810) 965 5362	58-30-651-114	\$10,322 \$25.00	3355 HERITAGE BLVD	48473-Fence	
Total:		1 Permits	Value: \$10,322		Fee Total:	\$25.00	Total Number of Dwelling Units	0

Permit Total: 20 Value: \$33,591 Fee Total: \$3,159.00

City of Swartz Creek Building Permit List 2023

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
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Permit.DateIssued Between 2/1/2023 12:00:00
AM AND 2/28/2023 11:59:59 PM

Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
4369 ROUNDHOUSE RD	58-36-300-029	Follow Up	02/01/2023	01/30/2023	Partially Complied
5048 MC LAIN ST	58-02-526-055	Follow Up	02/01/2023	01/30/2023	Complied
6103 MILLER RD	58-31-527-004	Follow Up	02/01/2023	01/30/2023	Complied
9291 CEDAR CREEK CT	58-03-627-013	Follow Up	02/01/2023	01/30/2023	Complied
5200 MORRISH RD	58-02-200-032	Status	02/02/2023	02/02/2023	Complied
4250 ALEX MARIN DR	58-36-676-091	Rough	02/02/2023	02/02/2023	Approved
4250 ALEX MARIN DR	58-36-676-091	Rough	02/02/2023	02/02/2023	Disapproved
8197 MILLER RD	58-02-526-027	Progress	02/02/2023	02/02/2023	Approved
7364 CROSSCREEK DR	58-36-651-225	Final	02/06/2023	02/06/2023	Approved
9064 CHELMSFORD DR	58-03-528-019	Final	02/07/2023	02/07/2023	Approved
9179 NORBURY DR	58-03-533-196	Final	02/07/2023	02/07/2023	Approved
8048 MILLER RD 2	58-35-576-039	Initial	02/07/2023	02/07/2023	Locked Out
8048 MILLER RD 3	58-35-576-039	Initial	02/07/2023	02/07/2023	Locked Out
8048 MILLER RD 4	58-35-576-039	Initial	02/07/2023	02/07/2023	Locked Out
8048 MILLER RD 5	58-35-576-039	Initial	02/07/2023	02/07/2023	Locked Out
8048 MILLER RD 6	58-35-576-039	Initial	02/07/2023	02/07/2023	Locked Out
8048 MILLER RD 7	58-35-576-039	Initial	02/07/2023	02/07/2023	Locked Out
4432 MORRISH RD	58-35-576-003	Follow Up	02/07/2023	02/07/2023	Complied
4275 ALEX MARIN DR	58-36-676-097	Masonary	02/08/2023	02/08/2023	Approved
5200 MORRISH RD	58-02-200-032	Status	02/09/2023	02/09/2023	Partially Complied
4264 ALEX MARIN DR	58-36-676-089	Rough	02/09/2023	02/09/2023	Approved
4264 ALEX MARIN DR	58-36-676-089	Rough	02/09/2023	02/09/2023	Approved
4250 ALEX MARIN DR	58-36-676-091	Rough-Reinspection	02/09/2023	02/09/2023	Approved
5169 WORCHESTER DR	58-02-502-023	Initial	02/09/2023	02/09/2023	Complied
5093 FAIRCHILD ST	58-02-526-071	Follow Up	02/09/2023	02/09/2023	Partially Complied
4029 JENNIE LN	58-36-526-060	Initial	02/09/2023	02/09/2023	Violation(s)
8342 CAPPY LN	58-02-503-039	Initial	02/09/2023	02/09/2023	Violation(s)
8006 MILLER RD	58-35-576-048	Reminder-Resolution	02/14/2023		
8024 MILLER RD	58-35-576-043	Site Inspection	02/14/2023	02/14/2023	Violation(s)
9263 CEDAR CREEK CT	58-03-627-001	Initial	02/14/2023	02/14/2023	Violation(s)
5120 WINSTON DR	58-02-501-047	Initial	02/14/2023	02/14/2023	Violation(s)
8247 MILLER RD	58-02-526-061	Follow Up	02/14/2023	02/14/2023	Locked Out
5311 SEYMOUR RD	58-03-533-022	Initial	02/14/2023	02/14/2023	Locked Out
4260 ALEX MARIN DR	58-36-676-090	Final	02/15/2023	02/15/2023	Approved
4264 ALEX MARIN DR	58-36-676-089	Rough	02/15/2023	02/15/2023	Approved
8024 MILLER RD	58-35-576-043	Status	02/16/2023	02/16/2023	Complied

Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
7208 PARK RIDGE PKWY	58-36-529-011	Final	02/16/2023	02/16/2023	Approved
4260 ALEX MARIN DR	58-36-676-090	Final-Reinspection	02/16/2023	02/16/2023	Disapproved
8406 MILLER RD	58-35-551-002	Final-Admin	02/16/2023	02/16/2023	Approved
5410 DON SHENK DR	58-03-579-002	Follow Up	02/16/2023	02/16/2023	Violation(s)
5120 WINSTON DR	58-02-501-047	Follow Up	02/16/2023	02/16/2023	Complied
5404 DON SHENK DR	58-03-579-003	Rough	02/21/2023	02/21/2023	Approved
5216 WORCHESTER DR	58-02-502-005	Final	02/21/2023	02/21/2023	Approved
4250 ALEX MARIN DR	58-36-676-091	Insulation	02/21/2023	02/21/2023	Approved
5166 DAVAL DR	58-03-532-024	Final	02/21/2023	02/21/2023	Approved
8197 MILLER RD	58-02-526-027	Backfill	02/21/2023	02/21/2023	Partially Approv
7483 COUNTRY MEADOW DR	58-36-651-067	Initial	02/21/2023	02/21/2023	Violation(s)
4426 MORRISH RD	58-35-576-004	Follow Up	02/22/2023	02/21/2023	Complied
5356 WORCHESTER DR	58-03-578-003	Final	02/22/2023	02/22/2023	Approved
5228 BIRCHCREST DR	58-03-531-116	Final-Reinspection	02/23/2023	02/23/2023	Approved
5149 HELMSLEY DR	58-03-532-012	Final Zoning	02/27/2023	02/27/2023	Approved
4220 ELMS RD	58-36-200-016	Site Inspection	02/28/2023		
4165 MORRISH RD	58-36-751-001	Site Inspection	02/28/2023	02/28/2023	Violation(s)
4264 ALEX MARIN DR	58-36-676-089	Underground	02/28/2023	02/28/2023	Approved
5311 SEYMOUR RD	58-03-533-022	Initial	02/28/2023	02/28/2023	Violation(s)

Inspections: 55

Population: All Records

Inspection.DateTimeScheduled Between 2/1/2023 12:00:00 AM AND 2/28/2023 11:59:59 PM

Enforcements By Category

03/01/23

SP NON-COMPLIANCE

Enforcement Number	Address	Status	Filed	Closed
E23-006	8024 MILLER RD	Closed	02/13/23	02/16/23
E23-028	4220 ELMS RD	Inspection Pending	02/27/23	
Total Entries: 2				

ZONING

Enforcement Number	Address	Status	Filed	Closed
E23-029	4165 MORRISH RD	Violation	02/28/23	
Total Entries: 1				

Total Records: 3

Population: All Records
Enforcement.DateFiled Between 2/1/2023 12:00:00 AM AND 2/28/2023 11:59:00 PM

Certificates With Inspections

03/01/2023

Certificate Number	Address	Date Applied	Since	Issued	Last Inspection	Expires	Status
CR230017	5311 SEYMOUR RD	02/06/2023	02/06/2023	02/06/2023	02/28/2023	02/06/2025	Suspended
Initial	JKEY	Corey Jarbeau	Completed	Violation(s)			
Initial	JKEY	Corey Jarbeau	Completed	Locked Out			
CR230020	5120 WINSTON DR	02/06/2023	02/06/2023	02/06/2023	02/16/2023	02/06/2025	Certified
Follow Up	Corey Jarbeau	Corey Jarbeau	Completed	Complied			
Initial	JKEY	Corey Jarbeau	Completed	Violation(s)			
CR230021	5169 WORCHESTER DR	02/06/2023	02/06/2023	02/06/2023	02/09/2023	02/06/2025	Certified
Initial	JKEY	Corey Jarbeau	Completed	Complied			
CR230023	7553 MASON ST	02/28/2023	02/28/2023	02/28/2023		02/28/2025	Suspended
Initial	JKEY	Corey Jarbeau	Scheduled				

Population: All Records

Record Count: 4

Certificate.DateIssued Between 2/1/2023 12:00:00 AM
AND 2/28/2023 11:59:59 PM

Letting of March 3, 2023

Letting Call: 2303 072

Project: TA 25000-211462

Local Agreement: 23-5039

Start Date: April 3, 2023

Low Bid: \$871,471.75

Engineer Estimate: \$793,006.00

Pct Over/Under Estimate: 9.89 %

Completion Date: October 27, 2023

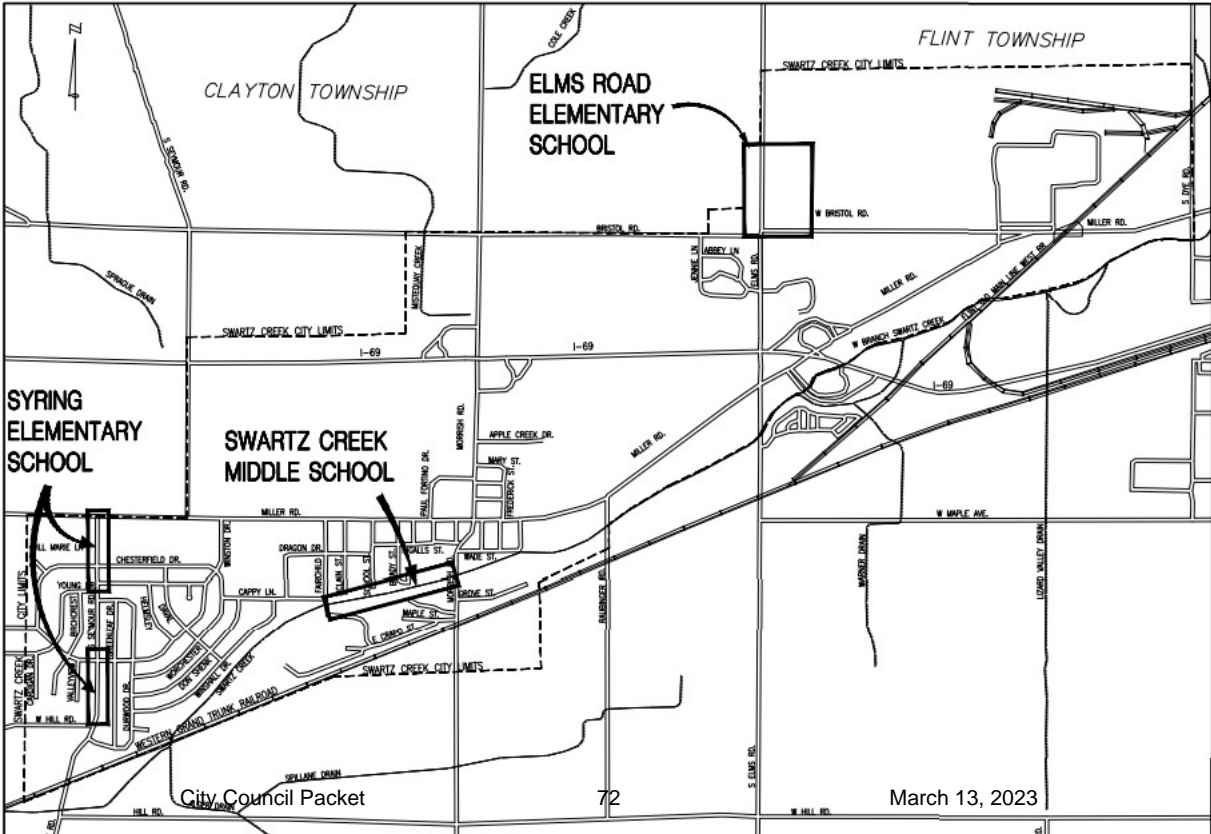
Description:

1.96 mi of hot mix asphalt shared-use path and concrete sidewalk and ramps, and installation of a RRFB crossing system on Morrish Road at Swartz Creek, Elms and Syring Elementary, and Swartz Creek Middle School in the city of Swartz Creek, Genesee County. This is a Local Agency project.

6.00 % DBE participation required

Bidder	As-Submitted	As-Checked	
L.J. Construction, Inc.	\$871,471.75	Same	1 **
Anlaan Corporation	\$968,053.70	Same	2
Rohde Bros. Excavating, Inc.	\$1,007,111.00	Same	3
Fonson Company, Inc.	\$1,017,643.30	Same	4
Fessler & Bowman, Inc.	\$1,173,964.41	Same	5
Zito Construction	\$1,294,149.50	Same	6

Total Number of Bidders: 6





Grant Summary

Date: 09/21/2020

Page: 1 of 3

Grant Type: Transportation Alternatives Program

Grant Number: 2020015

Section	Applicant	Description (rpt)	Current Grant Amount	Total Match	Total Amount	Grant %	Status	Grant Year
01	City of Swartz Creek	SRTS: Swartz Creek Community Schools	\$635,790.00	\$0.00	\$635,790.00	100.00%	Proposed	2021
Total:			\$635,790.00	\$0.00	\$635,790.00	100.00%		

Section **Grant Section Description**
 01 FY 2021 TAP CONDITIONAL COMMITMENT

The City of Swartz Creek in conjunction with Swartz Creek Public Schools will complete a pedestrian safety project to benefit students at Elms Elementary School, Swartz Creek Middle School, and Syring Elementary School. The project will provide enhanced crossings on routes near campuses and establish safe shared use paths.

Infrastructure components include:

Elms Elementary School

a. Installation of a 10-foot-wide shared use path stemming from the proposed Genesee Valley Trail running along West Bristol Road, connecting to southwest corner of the Elms Elementary School campus.

Swartz Creek Middle School

- a. Establish an ADA compliant mid-block crossing with RRFBs and in-street pedestrian crossing sign configuration at Moorish Road between Grove Street and Wade Street.
- b. Installation of a 10-foot-wide shared use path along the north side of West Branch Swartz Creek, connecting Moorish Road and Fairchild Street.
- c. Removal of pedestrian crossing just south of the intersection of Fairchild Street and Cappy Lane. Enhance pedestrian crossing at the west side of the intersection of Cappy Lane and Fairchild Street, with curb bulb-outs and crosswalk paint.

Syring Elementary School

a. Installation of 5-foot-wide sidewalk on the west side of Seymour Road between the First Baptist Church and just north of Oakview Drive, and between Young Drive and Miller Road.

Programming includes: pedestrian safety education campaign, walking school bus, and safety patrol. All non-infrastructure work will be coordinator and contracted with the Michigan Fitness Foundation.

Total infrastructure grant budget: \$635,790
 Total non-infrastructure grant budget: \$24,000.00
 Combined infrastructure and non-infrastructure grant amount: \$659,790

Nonmotorized Funding Condition

This project must be designed and constructed in accordance with the standards in the American Association of State Highway and Transportation Officials (AASHTO) Guide for the Development of Bicycle Facilities, 2012 edition. The standards for off-road trails include a minimum 10 foot width with a minimum of 2 foot clear zone on each side. The standards for bridges or boardwalks include a minimum 14 foot width between rub rails. In addition, bridges and boardwalks should meet a minimum H-10 design load rating. For roadways with no curb and gutter, the standards for on-road paved shoulders include a minimum 4 foot width facility on each side of the road. If parking is permitted, the standards for bike lanes include a minimum width of 5 foot. The project must also be designed and constructed in accordance with the Michigan Manual on Uniform Traffic Control Devices (MMUTCD).

Historic Condition for Non-Historic Preservation

This project must be designed and implemented in accordance with the Secretary of the Interior Standards for Rehabilitation (National Park Service, 1990). The applicant must submit design plans to the State Historic Preservation Office (SHPO) for review as part of the overall environmental clearance for the project (see the MDOT Local Agency Programs (LAP) website www.michigan.gov/mdotlap, for SHPO Environmental Review form and instructions). The SHPO will determine whether or not the design complies with the Standards. If the design does not comply with the Standards, the applicant must alter the design to address SHPO comments before the grant award will be approved and subsequent federal obligation is requested.

SRTS Funding Condition

Safe Routes to School (SRTS) and Transportation Alternatives (TAP) funding awards are conditional upon the items mentioned in the correspondence from the MDOT Office of Economic Development conveying the grant award summary, supporting documentation, as well as fund availability. Federal transportation funding could be subject to Congressional approval of a rescission, reducing or eliminating the remaining unobligated funds. The amount of SRTS and TAP funding that Congress has authorized for expenditure is provided on a first come, first serve basis to the projects that have completed the steps necessary to request federal fund authorization from the Federal Highway Administration. These steps include submitting completed plans, a cost estimate, specifications, and obtaining all necessary permits, clearances, an executed agreement, and non-participating funds.

SRTS Local Funding Condition

IMPORTANT NOTE ON FEDERAL Safe Routes to School and Transportation Alternatives Program FUNDING:

Federal SRTS or TAP funds shall be applied to the eligible items of the total participating project cost up to the maximum of: (1) the federal SRTS grant amount, or (2) an amount equal to the lowest qualified bid for participating costs, at the time of the award of the construction contract. The balance of the participating project cost, after deduction of Federal SRTS or TAP Funds, shall be the responsibility of the grant applicant. All of the non-participating cost shall be the responsibility of the grant applicant.

In accordance with the limits mentioned above, Federal SRTS or TAP funds are capped at the applicable low bid amount and shall not be applied to any extra construction costs or construction over-runs; these costs shall be the responsibility of the grant applicant.

NEPA Condition

This project shall adhere to the regulations set forth under the National Environmental Policy Act of 1969, as amended. (Pub. L. 91-190, 42 U.S.C. 4321-4347, January 1, 1970, as amended by Pub. L. 94-52, July 3, 1975, Pub. L. 94-83, August 9, 1975, and Pub. L. 97-258, 4(b), Sept. 13, 1982). This project is required to analyze and report on certain environmental, economic, and social conditions which may be impacted as part of the project undertaking. A complete and approved Local Agency Environmental Clearance Form (Form 5323) must be on file with the Michigan Department of Transportation Local Agency Programs unit prior to requesting obligation of funds. The form can be found on the MDOT Forms Repository webpage: mdotjboss.state.mi.us/webforms/

Quarterly Progress Report Condition-MDOT Form 3197



Grant Summary

Date: 09/21/2020

Page: 3 of 3

As the grantee responsible for implementing this project, it is your responsibility to show that your project is making adequate progress towards federal obligation in the approved fiscal year. To show continued progress, you must submit a Quarterly Progress Report in the MDOT Grant System (MGS) on or before the first business day of the months of January, April, July, and October. Use MDOT Form 3197, found on the MDOT Forms Repository webpage: mdotjboss.state.mi.us/webforms/ Submission of this report is required from the time a Conditional Commitment/Award is issued until the grantee reports that they have provided approval on an accurate bid letting package to MDOT's Local Agency Program. Failure to submit this form by the due dates listed could result in the rescission of the grant. Submission of forms that show lack of detail or progress toward federal obligation may also lead to rescission.

TAP

DA

Control Section	TA 25000
Job Number	211462CON
Project	23A0281
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	23-5039

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF SWARTZ CREEK, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Swartz Creek, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated February 4, 2023, attached hereto and made a part hereof:

Concrete sidewalk, concrete and hot mix asphalt shared use path, curb ramp and curb and gutter along West Bristol Road and Elms Road from the proposed Genesee Valley Trail to southwest corner of Elms Elementary School campus, along Seymour Road from Hill Road to Oakview Drive and from Young Drive to Miller Road, along West Branch Swartz Creek from Moorish Road to Fairchild Street, along Fairchild Street at Cappy Lane, and along Moorish Road between Grove Street and Wade Street; including clearing, grading, aggregate base, fencing, rectangular rapid flashing beacons, permanent signing and pavement markings; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of transportation enhancement activities; and

WHEREAS, it has been determined that the PROJECT qualifies for such funding by virtue of its direct relationship with the intermodal transportation system; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

TRANSPORTATION ALTERNATIVES PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to the Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, under the terms of this contract, shall:

A. At no cost to the PROJECT

(1) Design or cause to be designed the plans for the PROJECT.

- (2) Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
 - (3) Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.
- B. At least 10 days prior to any ceremony to be held in connection with the PROJECT, notify the DEPARTMENT.
 - C. When issuing any news release or promotional material regarding the PROJECT, give the DEPARTMENT and FHWA credit for participation in the PROJECT and provide a copy of such material to the DEPARTMENT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$635,790, or (2) an amount such that 100 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds shall be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. It is understood that the REQUESTING PARTY is responsible for the facilities constructed as the PROJECT and that said facilities may require special or unusual operation and/or maintenance. The REQUESTING PARTY certifies, by execution of this contract, that upon completion of construction and at no cost to the PROJECT or the DEPARTMENT, it will properly maintain or provide for the maintenance and operation of the PROJECT, making ample

provisions each year for the performance of such maintenance work as may be required. Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the construction contract documents.

On projects involving the mobility for bicyclists, the REQUESTING PARTY will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such facility constructed as the PROJECT except those for maintenance or emergency assistance purposes, or mobility for persons with disabilities.

On projects involving the restoration of historic facilities, the REQUESTING PARTY agrees that the project will not be awarded until the owner of such facilities has an Historic Preservation Covenant, which includes an Historic Preservation Easement, or an Historic Preservation Agreement, as appropriate, with the Michigan State Historic Preservation Office in accordance with 1995 PA 60 for the purpose of ensuring that the historic property will be preserved. The REQUESTING PARTY also agrees that such facilities shall be maintained and repaired by the REQUESTING PARTY or owner, as applicable, at no cost to the DEPARTMENT or the PROJECT, in such a manner as to preserve the historical integrity of features, materials, appearance, workmanship, and environment.

On projects which include landscaping, the DEPARTMENT, at PROJECT COST, agrees to perform or cause to be performed, the watering and cultivating necessary to properly establish the plantings for a period of two growing seasons, in general conformance with Section 815.03(I) of the DEPARTMENT'S Standard Specifications for Construction. The REQUESTING PARTY shall maintain all plantings following completion of said period of establishment.

Failure of the REQUESTING PARTY to fulfill its responsibilities as outlined herein may disqualify the REQUESTING PARTY from future Federal aid participation in Transportation Alternatives Program projects or in other projects on roads or streets for which it has maintenance responsibility. Federal aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA

451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections, and recommendations by the DEPARTMENT shall not relieve the REQUESTING PARTY of its ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control, or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of any of their highways and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of any REQUESTING PARTY highway for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume either ownership of any portion of the PROJECT or jurisdiction of any REQUESTING PARTY highway as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF SWARTZ CREEK

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



February 4, 2023

EXHIBIT I

CONTROL SECTION TA 25000
JOB NUMBER 211462CON
PROJECT 23A0281

ESTIMATED COST

CONTRACTED WORK

Estimated Cost \$793,000

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST \$793,000
Less Federal Funds* \$635,790
BALANCE (REQUESTING PARTY'S SHARE) \$157,210

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments–Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).

5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

**APPENDIX B
TITLE VI ASSURANCE**

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor’s obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.



March 9, 2023

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

Attention: Mr. Adam Zettel, AICP
City Manager

RE: Construction Engineering Services – Safe Routes to School
MDOT Job Number: 211462 Control Section: STU 25000

Dear Mr. Zettel,

Thank you for asking OHM Advisors to submit a proposal to be part of the Construction Team for the Safe Routes to School Grant (SRTS) project. OHM is excited for the opportunity to continue support of the City's effort to enhance safe pedestrian pathways for students to commute to school and growing the community's non-motorized network for all residents to enjoy.

Project Understanding

The City of Swartz Creek has partnered with Swartz Creek Community Schools to construct a pedestrian safety improvements at two (2) elementary and one (1) middle school campus in conjunction with the SRTS grant. The proposed infrastructure improvements are summarized as the following.

Elms Elementary:

10-foot shared use path from the proposed Genesee Valley Trail along West Bristol Road, connecting to the southeast corner of the Elms Elementary School campus.

Syring Elementary:

5-foot sidewalk on the west side of Seymour Road between First Baptist Church and north of Oakview Drive.

5-foot sidewalk on the west side of Seymour Road between Young Drive and Miller Road.

Swartz Creek Middle School:

ADA compliant mid-block crossing with Rectangular Rapid Flashing Beacon (RRFB) and in-street pedestrian crossing sign configuration at Moorish Road between Grove and Wade Street.

10-foot shared use path along the north side of West Branch Swartz Creek, connecting Moorish Road and Fairchild Street.

Improvements at pedestrian crossing south of the intersection at Fairchild Street and Cappy Lane.



Improvements include removal of existing pedestrian crossing south of the intersection of Fairchild Street and Cappy Lane and enhancement of pedestrian crossing at the west side of the intersection of Cappy Lane and Fairchild Street with curb bump-outs and crosswalk paint.

SCOPE OF SERVICE

We have assembled a qualified team highly experienced with administering MDOT Local Agency Projects. The OHM team will provide:

- Complete project administration according to federal funding requirements.
- Coordination of preconstruction meeting.
- Initial FieldManager setup and distribution of 'Read-Only' copies as requested.
- Verify all forms for subcontractors are complete and pay items are associated with appropriate subcontractors.
- Review materials source lists to assure they are in accordance with MDOT standards
- Ensure all project information is uploaded into ProjectWise to ease the documentation flow process.
- Processing of bi-weekly pay estimates, change orders, extensions of time, and review of contractor claims.
- Verify compliance of prompt payment requirements.
- Compile certified payroll documentation, complete reviews, and prepare any correspondence regarding compliance or additional information for the Project Engineer's signature.
- Facilitate complete of Contractor Performance Evaluations (CPE's) and circulate for signatures.
- Coordination between construction contractors, subcontractors, and other public and private entities.
- Full-time on-site construction inspection.
- Oversee materials tracking, testing, and documentation.
- Soil Erosion and Sedimentation (SESC) inspections in accordance with MDOT requirements.
- Construction staking/layout.
- Facilitation of bi-weekly progress meetings.
- Measurement, computation, and documentation of quantities.
- Finalization of all project documentation through MDOT Audit.

Due to the scope of work and project schedule, we anticipate that one full-time construction technician will be needed to perform the daily on-site inspection duties with oversight from a Senior Technician. OHM intends to partner with sub-contractors to provide the construction staking and materials testing services. The OHM technicians assigned to this project have the proper certifications and knowledge required to oversee testing services in addition to their inspection duties. Our team will assure materials are sampled, tested, and documented per MDOT requirements.

OHM will ensure the project is completed, from the preconstruction meeting through the final pay estimate, according to required MDOT LAP standards and procedures. We will provide oversight of contract responsibilities and serve as the liaison between the Contractor and the City of Swartz Creek. We will ensure the interests of the City are protected and look to keep the contract running smoothly.

Due to the scope of work and project schedule, we anticipate that one full-time construction technician will be needed to perform the daily on-site inspection duties with oversight from a Senior Technician. An Office Technician will document the construction per MDOT requirements. The OHM technician assigned to this project has the proper certifications and knowledge required to oversee testing services in addition to their inspection duties.



COMPENSATION AND SCHEDULE

The services outlined above will be performed on a cost plus fixed fee basis for an amount of **One Hundred One Thousand Eight Hundred Sixty-Five dollars and Thirty-Six cents (\$101,865.36)**. The City will be invoiced for services on a monthly basis.

This estimate is based on an anticipated construction schedule of 10-weeks communicated by the contractor. Actual hours will be invoiced and adjusted in relation to the actual construction schedule.

We are prepared to schedule a preconstruction meeting with the Contractor as soon as the official award is made, and we anticipate the meeting to take place in March 2023.

Should you find this agreement acceptable, please sign and return a signed copy for our files. We look forward to working with the City of Swartz Creek. Mr. Rob Merinsky will be your Project Manager for these services. If you have any questions, please do not hesitate to call Rob at 810.396.4372 or email him at rob.merinsky@ohm-advisors.com.

Sincerely,
OHM ADVISORS

Rob Merinsky, P.E.
Project Manager

Andrew Harris, P.E.
Principal

Enclosures: Standard Terms and Conditions

Cc: File



PROFESSIONAL SERVICES
Construction Engineering Services – Safe Routes to School
MDOT Job Number: 211462 Control Section: STU 25000

Accepted By:

Printed Name

Date _____

Title

TERMS & CONDITIONS



1. **THE AGREEMENT.** These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between Orchard, Hiltz & McClimment, Inc. (OHM ADVISORS), a registered Michigan Corporation, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.
2. **CLIENT RESPONSIBILITIES.** CLIENT, at no cost, shall:
 - a. Provide access to the project site to allow timely performance of the services.
 - b. Provide all information in CLIENT'S possession as required by OHM ADVISORS to perform the services.
 - c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.
3. **PROJECT INFORMATION.** OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, other design professionals, or consultants contracted directly to CLIENT.
4. **PERIOD OF SERVICE.** The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.
5. **COMPENSATION.** CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental, or other special project related items at a rate of 1.15 times the invoice amount.
6. **TERMS OF PAYMENT.** Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day.
7. **STANDARD OF CARE.** OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.
8. **RESTRICTION OF REMEDIES.** OHM ADVISORS is responsible for the work of its employees while they are engaged on OHM ADVISORS' projects. As such, and in order to minimize legal costs and fees related to any dispute, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, and to waive any claims against individual employees.
9. **LIMIT OF LIABILITY.** To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to \$25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.
10. **ASSIGNMENT.** Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.
11. **NO WAIVER.** Failure of either Party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.
12. **GOVERNING LAW.** The laws of the State of Michigan will govern the validity of this Agreement, its interpretation and performance.
13. **INSTRUMENTS OF SERVICE.** OHM ADVISORS shall retain ownership of all reports, drawings, plans, specifications, electronic data and files, and other documents (Documents) prepared by OHM ADVISORS as Instruments of Service. OHM ADVISORS shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. CLIENT, upon payment in full for OHM's services, shall have an irrevocable license to use OHM's Instruments of Service for or in conjunction with repairs, alterations or maintenance to the project involved but for no other purpose. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.
14. **CERTIFICATIONS.** OHM ADVISORS shall have 14 days to review proposed language prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services, or responsibilities beyond the scope of this Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.
15. **TERMINATION.** Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
16. **RIGHT TO SUSPEND SERVICES.** In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.

17. OPINIONS OF PROBABLE COST. OHM ADVISORS preparation of Opinions of Probable Cost represents OHM ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.
18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
20. CONSTRUCTION OBSERVATION. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
21. HAZARDOUS MATERIALS. As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.
22. WAIVER OF CONSEQUENTIAL DAMAGES. The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
23. WAIVER OF SUBROGATION. The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
24. THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
25. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.
26. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.

February 14, 2023

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

Dear Mr. Zettel:

It has been our professional pleasure to serve as the City of Swartz Creek's auditors over the past several years. Over that time, we have developed a valuable professional advisor relationship with the City of Swartz Creek and truly value the City as a client.

We are sending this letter and the accompanying Professional Services Agreement, the terms of which are incorporated into this engagement letter, to confirm the nature, limitations, and terms of the services we will provide to City of Swartz Creek ("Client").

Scope of Services

We will audit Client's basic financial statements and federal awards as of and for the year ended June 30, 2023, and years ended June 30, 2024 through 2027. This contract is for professional services for the audit of the financial statements of the City of Swartz Creek as described in the attached Professional Services Agreement – Audit Services. The initial engagement letter under this contract is for the fiscal year ended June 30, 2023. Upon completion of the audit and delivery of the audit report for each fiscal year, the contract will renew each year to cover the following fiscal year unless terminated by either party. The renewals would apply for the years ending June 30, 2024 through 2027. Notice of termination shall be in accordance with section 26 of the Professional Services Agreement.

In addition, the supplemental information accompanying the financial statements, consisting of the nonmajor governmental funds combining statements and fiduciary funds combining statements, will be subjected to the auditing procedures applied in our audit of the financial statements.

In connection with our audit engagement, we will assist you in drafting your financial statements, supplementary information, and related notes as well as the schedule of expenditures of federal awards and data collection form. We will also assist with GASB 34 adjustments based on Client schedules to support those adjustments. This assistance is considered a non-audit service; you agree to the contemporaneous provision of these audit and non-audit services.

Pamela Hill is the engagement partner for the services specified in this letter and is responsible for supervising PM's services performed as part of this engagement.

If you determine that you need additional services, including accounting, consulting, or tax assistance, PM may be available to provide them under the terms of separate engagement letters and for additional fees.

Timing of Services

We expect to begin fieldwork for this engagement on August 14, 2023. We anticipate that our audit work will end on approximately August 25, 2023, and that our report will be issued by November 30, 2023.

Optional Contract Periods

We have presented a multi-year contract to the City. Studies have shown that audit failures happen most frequently in early years of audit contracts. Those studies and organizations such as the GAO and PCAOB suggest longer audit contracts, most commonly 5 year contracts.

A five year option provides Plante Moran greater confidence in our long term planning and hiring decisions, and therefore we are willing to provide greater incentives to our clients who consider a five year option. Those incentives result in a lower cost for the City which can be locked in at the time of the contract extension.

Fees and Payment Terms

Our fee for this engagement will be based on the value of the services provided, which is primarily a function of the time that PM staff expends at our current hourly rates.

1 year option – Fiscal year ending June 30, 2023:

Financial statement audit	\$35,200
Single audit	\$11,000 per program (only applicable in years where the City is required to have a Single Audit due to federal spending)

5 year option – Fiscal years ending June 30, 2023-2027:

Fiscal year ending	Service	Fee
June 30, 2023	Financial statement audit	\$35,200
	Single audit	\$5,000 - 11,000 per program*
June 30, 2024	Financial statement audit	\$36,250
	Single audit	\$5,000 - 11,325 per program*
June 30, 2025	Financial statement audit	\$37,330
	Single audit	\$5,000 - 11,665 per program*
June 30, 2026	Financial statement audit	\$38,450
	Single audit	\$5,000 - 12,015 per program*
June 30, 2027	Financial statement audit	\$39,600
	Single audit	\$5,000 - 12,375 per program*

*In fiscal years where the City’s only federal item on the SEFA is the outstanding USDA loan itself and no USDA loan spending, that requires a single audit, the single audit fee would range from \$5,000-\$6,000

The fees for 2023 are an inflationary increase over June 30, 2022, and the fees going forward are anticipated inflationary increases over the prior years estimated at 2-3 percent consistent with the past. This fee does not include additional assistance that your team may need during the audit. Those items would be billed at discounted hourly rates based on our time spent.

Any fee estimate for the engagement does not include time related to the implementation of GASB 96, *Subscription-Based Information Technology Arrangements (SBITAs)*. Our fee for any such services will be based on the value of the services provided, which is primarily a function of the time that PM staff expend at our current hourly rates.

Invoices for audit services will be rendered as services are provided. Invoices for other services and out-of-pocket costs will be rendered as services are provided and are due when received. In the event an invoice is not paid timely, a late charge in the amount of 1.25 percent per month will be added, beginning 30 days after the date of the invoice.

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

Thank you for the opportunity to serve you.

Very truly yours,

Plante & Moran, PLLC



Pamela L. Hill, CPA
Partner

Agreed and Accepted

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

City of Swartz Creek

Adam Zettel, City Manager

Date

Title

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

This Professional Services Agreement is part of the engagement letter (collectively, “Agreement”) for audit services dated February 14, 2023 between Plante & Moran, PLLC (referred to herein as “PM”) and City of Swartz Creek (referred to herein as “Client”). Any work performed in connection with the engagement before the date of this letter will also be governed by the terms and conditions of this Agreement.

1. **Financial Statements** – The financial statements of Client being audited by PM are to be presented in accordance with accounting principles generally accepted in the United States of America (GAAP).
2. **Management Responsibilities** – Client management is responsible for the preparation and fair presentation of these financial statements, the schedule of federal awards, and the data collection form in accordance with the applicable financial reporting framework, including compliance with the requirements of accounting principles generally accepted in the United States of America when required and the completeness and accuracy of the information presented and disclosed therein. Management is also responsible for the capability and integrity of Client personnel responsible for Client’s underlying accounting and financial records.

Client personnel will provide PM, in a timely and orderly manner, with access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, the schedule of federal awards, and the data collection form, such as records, documentation, and other matters and additional information that the auditor may request from management for the purpose of the audit.

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

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

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

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

Management is responsible for providing PM with complete, accurate, and timely information that could bear on PM’s independence under applicable professional standards, including, but not limited to, information and representations regarding affiliates of Client, business or personal relationships between Client and PM, and business, personal and employment relationships between those in a financial reporting oversight role, including members of governance, and PM (collectively, Independence Information). Client represents and warrants (a) that it has provided PM any and all Independence Information existing as of the date of this Agreement; (b) that such Independence Information is accurate and complete as of the date of this Agreement; (c) that it will notify PM of

Professional Services Agreement – Audit Services

any changes to Independence Information that has been provided as of the date of this Agreement; and (d) that, after the date of this Agreement, it will provide any new Independence Information to PM as soon as it becomes known to Client.

3. **Objective of an Audit of Financial Statements** – The objective of PM's audit is the expression of an opinion on the Client's financial statements specified in the accompanying engagement letter. PM offers no guarantee, express or implied, that its opinion will be unmodified or that it will be able to form an opinion about these financial statements in the event that Client's internal controls or accounting and financial records prove to be unreliable or otherwise not auditable. If PM's opinion is to be modified, PM will discuss the reasons with Client management in advance of the issuance of its audit report. If, for any reason, PM is prevented from completing its audit or is unable to form an opinion on these financial statements, PM may terminate the engagement and decline to issue a report.
4. **Supplementary Information** – In any document that contains supplementary information to the basic financial statements that indicates that the auditor has reported on such supplementary information, management agrees to include the auditor's report on that supplementary information. In addition, management agrees to present the supplementary information with the audited financial statements or to make the audited financial statements readily available no later than the date of issuance by Client of the supplementary information and the auditor's report thereon.
5. **Internal Controls** – Client is responsible for the design, implementation, and maintenance of internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including controls established for the purpose of preventing or detecting errors in financial reporting, preventing fraud or misappropriation of assets, and identifying and complying with applicable laws and regulations, including those applicable to federal awards, and with the provisions of contracts and grant agreements. PM, in making its risk assessments, will consider internal control relevant to Client's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances. PM's audit will not be designed to provide assurance on the design or operating effectiveness of Client's internal controls or to identify all conditions that represent significant deficiencies in those internal controls. PM will communicate all significant deficiencies and material weaknesses in internal controls relevant to the audit of the financial statements, instances of fraud, or misappropriation of assets that come to PM's attention.
6. **Audit Procedures and Limitations** – PM's audit of the financial statements will be conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include examination, on a test basis, of evidence supporting the amounts and disclosures in the Client financial statements specified in this engagement letter. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. An audit in accordance with GAAS involves judgment about the number of transactions to be tested and the overall approach to testing in each area. As a result, PM's audit can only be designed to provide reasonable rather than absolute assurance that these financial statements are free from material misstatement. In addition, an audit in accordance with GAAS is not designed to detect errors or fraud that are immaterial to the financial statements. Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected always exists, even in an audit properly planned and performed in accordance with GAAS. In recognition of these limitations, Client acknowledges that PM's audit cannot guarantee that all instances of error or fraud will be identified.
7. **Government Auditing Standards** – Under *Government Auditing Standards*, PM will make some assessments of Client's compliance with laws, regulations, and contract provisions. While those assessments will not be sufficient to identify all noncompliance with applicable laws, regulations, and contract provisions, PM will communicate all noncompliance conditions that come to PM's attention.

PM's audit of Client's federal awards will be made in accordance with auditing standards generally accepted in the United States of America; the standards applicable for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*.

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

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

8. **Auditor Communications** – PM is obligated to communicate certain matters related to the audit to those responsible for governance of Client, including instances of error or fraud and significant deficiencies and material weaknesses in internal control that PM identifies during its audit. PM will communicate these matters to the

Professional Services Agreement – Audit Services

members of Client's governing board, and Client acknowledges and agrees that communication in this manner is sufficient for Client's purposes.

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

9. **Communication to Group Auditor** – In instances where PM has been engaged as a component auditor for the purposes of a Group Audit, the terms of the engagement may include communication of certain matters related to the audit to the Group Auditor. Client permits such communication. PM will discuss matters being communicated with those responsible for governance of Client.
10. **Accounting and Financial Records** – Client agrees that it is responsible for providing PM with accounting and financial records that are closed, complete, accurate, and in conformity with the requirements of GAAP, for providing schedules and analyses of accounts that PM requests, and for making all Client financial records and related information available to PM for purposes of PM's audit, whether obtained from within or outside of the general ledger and subsidiary ledgers. Where PM has provided estimates of the timing of its work and completion of PM's engagement and issuance of PM's report, those estimates are dependent on Client providing PM with all such accounting and financial records, schedules, and analyses on the date PM's work commences. PM will assess the condition of Client's accounting and financial records, schedules, and analyses of accounts prior to commencing its work. In the event that such records, schedules, and analyses are not closed, complete, accurate, or in conformity with GAAP, PM may have to reschedule its work, including the dates on which PM expects to complete its on-site procedures and issue its audit report.

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

11. **Audit Adjustments** – PM will recommend adjustments to Client's accounting records that PM believes are appropriate. Client management is responsible for adjusting Client accounting records and financial statements to correct material misstatements and for affirming to PM in writing that the effects of any unrecorded adjustments identified during PM's audit are immaterial, both individually and in the aggregate, to the Client's financial statements specified in this Agreement.
12. **Management Representations** – Client is responsible for the financial statements and federal awards being audited and the implicit and explicit representations and assertions regarding the recognition, measurement, presentation, and disclosure of information therein. During the course of the audit, PM will request information and explanations from Client officers, management, and other personnel regarding accounting and financial matters, including information regarding internal controls, operations, future plans, and the nature and purpose of specific transactions. PM will also require that management make certain representations to PM in writing as a precondition to issuance of PM's report.

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

13. **Use of Report** – PM's report on the financial statements must be associated only with the financial statements that were the subject of PM's audit engagement. Client may make copies of the audit report, but only if the entire financial statements (including related footnotes and supplemental information, as appropriate) are reproduced

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and distributed with that report. Client agrees not to reproduce or associate PM's audit report with any other financial statements, or portions thereof, that are not the subject of this engagement.

If PM's report on the financial statements being audited is to be published in any manner or if Client intends to make reference to PM in a publication of any type, Client agrees to submit proofs of the publication to PM for review prior to such publication and cooperate with PM in PM's performance of any additional audit procedures PM deems necessary in the circumstances, the nature and extent of which will be at PM's sole discretion. Client acknowledges and agrees that additional fees for such work will be determined in accordance with the Fee Adjustments provision of this Agreement. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on Client's Internet website, Client understands that electronic sites are a means to distribute information and, therefore, PM is not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

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

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

Plante & Moran, PLLC, our independent auditor, has not performed or been engaged to perform any services in connection with the offering of securities. Nor has Plante & Moran, PLLC performed or been engaged to perform any procedures on the financial statements of Client since the date of the Plante & Moran, PLLC report included herein. Plante & Moran, PLLC also has not performed any procedures relating to this offering document.

- 15. Tax Return Preparation** – This engagement does not include preparation of any tax returns or filings. If Client requires tax services, including tax consulting or preparation of tax returns, those services will be detailed in a separate engagement letter.

- 16. Confidentiality, Ownership, and Retention of Workpapers** – During the course of this engagement, PM and PM staff may have access to Client's confidential, proprietary information, including, but not limited to, information regarding general ledger balances, financial transactions, trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to Client. PM will comply with all applicable ethical standards, laws, and regulations as to the retention, protection, use and distribution of such confidential client information. Except to the extent set forth herein, PM will not disclose such information to any third party without the prior written consent of Client.

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

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

Both Client and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in which PM is not a party. Further, in compliance with Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*, PM's working papers will be made available to federal award program representatives at PM offices during normal business hours during the audit and for a period of three years after the issuance of the report. Disclosure of confidential information in accordance with requirements of regulatory authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this Agreement. In the event that a request for any

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confidential information or workpapers covered by this Agreement is made by regulatory authorities or pursuant to a court order or subpoena, PM agrees to inform Client in a timely manner of such request and to cooperate with Client should it attempt, at Client's cost, to limit such access. This provision will survive the termination of this Agreement. PM's efforts in complying with such requests will be deemed billable to Client as a separate engagement. PM shall be entitled to compensation for its time and reasonable reimbursement of its expenses (including legal fees) in complying with the request.

Both Client and PM acknowledge that upon completion of the audit PM is required to send an electronic copy of Client's financial report, PM's official letter of comments and recommendations, and auditing procedures report directly to the State of Michigan pursuant to Michigan Department of Treasury Regulations. Client authorizes and directs PM to provide such information and disclosure of such information shall not constitute a breach of the provisions of this Agreement.

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

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

17. Consent to Disclosures to Service Providers – In some circumstances, PM may use third-party service providers in connection with its services, including affiliates of PM within or outside the United States. In those circumstances, PM will be solely responsible for the provision of any services by any such third-party service providers and for the protection of any information provided to such third-party service providers. PM will require any such third-party service provider to: (i) maintain the confidentiality of any information furnished and (ii) not use any information for any purpose unrelated to PM's services. Client, by its duly authorized signature on the accompanying engagement letter, consents to PM's disclosure of all or any portion of Client's information, including tax return information, to such third-party service providers, including affiliates of PM outside of the United States, if and to the extent such information is relevant to the services such third-party service providers may provide and agrees that PM's disclosure of such information for such purposes shall not constitute a breach of the provisions of this Agreement. Client's foregoing consent shall be continuing until the services provided for this Agreement are completed.

18. Fee Quotes – In any circumstance where PM has provided estimated fees, fixed fees, or not-to-exceed fees ("Fee Quotes"), these Fee Quotes are based on information provided by Client regarding the nature and condition of its accounting, financial, and tax records; the nature and character of transactions reflected in those records; and the design and operating effectiveness of its internal controls. Client acknowledges that the following circumstances may result in an increase in fees:

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

PM will use best efforts to advise Client in the event these circumstances occur; however, it is acknowledged that the exact impact on the Fee Quotes may not be determinable until the conclusion of the engagement. Such fee adjustments will be determined in accordance with the Fee Adjustments provision of this Agreement.

19. Payment Terms – PM's invoices for professional services are due upon receipt unless otherwise specified in the engagement letter. In the event any of PM's invoices are not paid in accordance with the terms of this Agreement, PM may elect, at PM's sole discretion, to suspend work until PM receives payment in full for all amounts due or

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terminate this engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of PM's services or issuance of PM's report upon resumption of PM's work, whether imposed by agreement or by law. Client agrees that in the event PM stops work or terminates this Agreement as a result of Client's failure to pay fees on a timely basis for services rendered by PM as provided in this Agreement, or if PM terminates this Agreement for any other reason, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.

- 20. Fee Adjustments** – Any fee adjustments for reasons described in this Agreement will be determined based on the actual time expended by PM staff at PM's current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and included as an adjustment to PM's invoices related to this engagement. Client acknowledges and agrees that payment for all such fee adjustments will be made in accordance with the payment terms provided in this Agreement.
- 21. Conditions of PM Visit to Client Facilities** – Client agrees that some or all of PM's services may be provided remotely. In order to facilitate the provision of services remotely, Client agrees to provide documentation and other information reasonably required by PM for PM's performance of the engaged services electronically to the extent possible throughout the course of the engagement. In the event in-person visits to Client's facility(ies) are requested by Client or otherwise determined by PM to be necessary for the performance of the engaged services, Client agrees, upon PM's request, to provide to PM Client's policies and procedures that Client has implemented relating to workplace safety and the prevention of the transmission of disease at its facility(ies). In addition, Client affirms that it is in compliance with applicable Centers for Disease Control and Prevention and OSHA guidance pertaining to the prevention of the transmission of disease (collectively, "Applicable Preventative Guidance") and agrees that it shall continue to comply with Applicable Preventative Guidance throughout any in-person visits by PM to Client's facility(ies). Notwithstanding the foregoing, PM reserves the right to suspend or refrain from any in-person visit by PM to Client's facility(ies) or impose further conditions on any such in-person visit if and as PM deems necessary. Client agrees and acknowledges that any determination by PM to visit Client's facility(ies) is not and shall not be construed to be or relied on by Client as a determination by PM of Client's compliance with Applicable Preventative Guidance.
- 22. Release for Biological Agent Liability** – Client acknowledges that there is an inherent risk of exposure to infectious diseases associated with any in-person interaction or in-person visit to property. Accordingly, Client, for itself and its successors and assigns, hereby releases PM and each of PM's officers, directors, partners, members, managers, employees, affiliated, parent or subsidiary entities, and approved third-party service providers (collectively, "PM Persons") from any and all claims or causes of action that the Client has, or hereafter may or shall have, against any of them in connection with, related to, or arising out of infectious diseases or the transmission thereof associated with a visit by one or more of the PM Persons to any Client facility(ies) or other in-person interaction with Client personnel.
- 23. Exclusion of Certain Damages** – In no event shall either party be liable to the other, whether a claim be in tort, contract, or otherwise, for any indirect, consequential, punitive, exemplary, lost profits, or similar damages in claims relating to PM's services provided under this engagement.
- 24. Receipt of Legal Process** – In the event PM is required to respond to a subpoena, court order, or other legal process (in a matter involving Client but not PM) for the production of documents and/or testimony relative to information PM obtained and/or prepared during the course of this engagement, Client agrees to compensate PM for the affected PM staff's time at such staff's current hourly rates, and to reimburse PM for all of PM's out-of-pocket costs incurred associated with PM's response unless otherwise reimbursed by a third party.
- 25. Subsequent Discovery of Facts** – After the date of PM's report on the financial statements, PM has no obligation to make any further or continuing inquiry or perform any other auditing procedures with respect to the audited financial statements covered by PM's report, unless new information that may affect the report comes to PM's attention. If PM becomes aware of information that relates to these financial statements but was not known to PM at the date of its report, and that is of such a nature and from such a source that PM would have investigated it had it come to PM's attention during the course of the audit, PM will, as soon as practicable, undertake to determine whether the information is reliable and whether the facts existed at the date of PM's report. In this connection, PM will discuss the matter with Client and request cooperation in whatever investigation and modification of the financial statements that may be necessary. Additional fees for such work will be determined based on the actual time that PM staff expend at PM's current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and Client acknowledges and agrees that payment for all such additional fees will be made in accordance with the payment terms provided in this Agreement.
- 26. Termination of Engagement** – This engagement may be terminated by either party upon written notice. Upon notification of termination of this engagement, PM will cease providing services under the engagement. Client shall

Professional Services Agreement – Audit Services

compensate PM for all time expended and reimburse PM for all out-of-pocket expenditures incurred by PM through the date of termination of this engagement.

- 27. Entire Agreement** – This Agreement is contractual in nature and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this Agreement supersede any prior oral or written representations or commitments by or between the parties regarding the subject matter hereof. Any material changes or additions to the terms set forth in this Agreement will only become effective if evidenced by a written amendment to this Agreement, signed by all of the parties.
- 28. Severability** – If any provision of this Agreement (in whole or part) is held to be invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
- 29. Force Majeure** – Neither party shall be deemed to be in breach of this Agreement as a result of any delays or nonperformance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, acts of God, war, other violence, epidemic, pandemic or other public health emergency or government mandated shut down (each individually a “Force Majeure Event”). A Force Majeure Event shall not excuse any payment obligation relating to fees or costs incurred prior to any such Force Majeure Event.
- 30. Electronic Signatures** – The parties intend that any electronic signature shall be given full legal effect as if it were a handwritten signature.
- 31. Governing Law** – This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, and jurisdiction over any action to enforce this Agreement, or any dispute arising from or relating to this Agreement shall reside exclusively within the State of Michigan.

End of Professional Services Agreement – Audit Services



Report on the Firm's System of Quality Control

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

We have reviewed the system of quality control for the accounting and auditing practice of Plante & Moran, PLLC (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended June 30, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, audits performed under FDICIA, an audit of a broker-dealer, and examinations of service organizations (SOC 1 and SOC 2 engagements).

As part of our peer review, we considered reviews by regulatory entities as communicated to the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Plante & Moran, PLLC applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended June 30, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Plante & Moran, PLLC has received a peer review rating of *pass*.

Postlethwaite & Netterville

Baton Rouge, Louisiana
December 27, 2019

Phone: (810) 635-4464

Fax: (810) 635-2887



Where Friendships Last Forever

City of Swartz Creek Municipal Property Reservation Application

Date of Reservation: May 9, Reservation location: Holland Square
June 13, July 11, Aug. 8, Sept. 12

One time event

Recurring event

Name of Responsible Party: Lania Rocha, president. Jeepers Creekers

Address: 609 E. Atherton Rd Phone: 989.332.2055

City: Flint Zip Code: 48507

Nature of Activity: Makers' Market/Farmers Market Approx. # Attendees 200

Arrival Time: 4 p.m. Departure Time: 9 p.m.

Responsible Party Signature: Lania Rocha

E-Mail Address: _____

Proof of Insurance Provided

Please check all that will be needed

Water

Waste collection

Electricity Other Services – Specify: _____

I have received a copy of the Plaza Rules: LR

IF THERE ARE PROBLEMS DURING THE EVENT CONTACT 911.

City Official _____

Date _____











Please use this page for any additions or details.

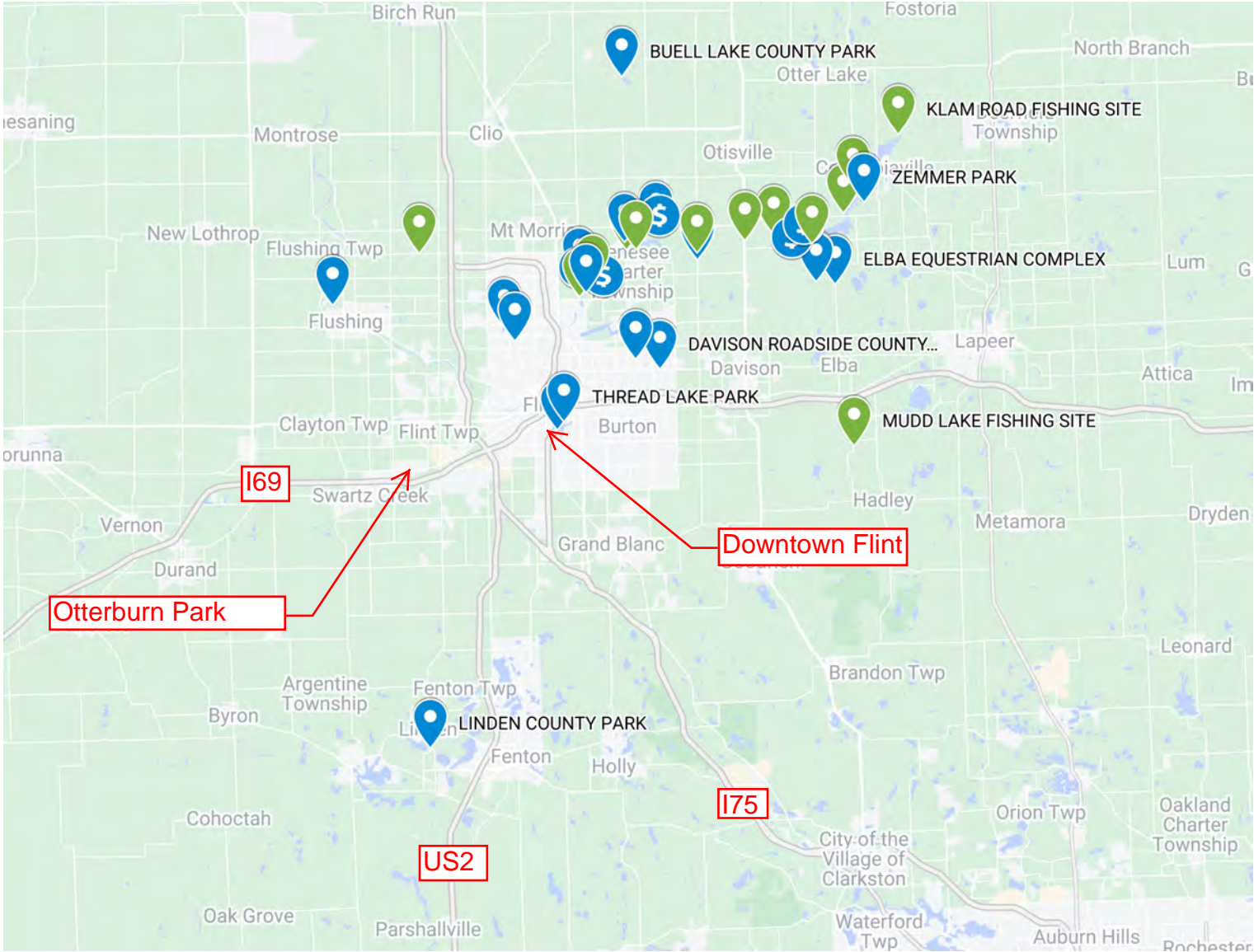
Requesting use of Holland Square one Saturday per month, May to September, for the purpose of a craft/farmers market to raise money for the annual Jeepers Creepers event in October

Genesee

Otterburn Park Location, In Conjunction with Genesee County Parks and Fishing Spots

Fishing Spots

-  BRANCH ROAD FISHING SITE
-  BRAY ROAD FISHING SITE
-  GENESEE ROAD FISHING SITE
-  HOLLOWAY DAM PUBLIC ACCESS FISHING SITE & CANOE LAUNCH
-  IRISH ROAD FISHING SITE
-  KLAM ROAD FISHING SITE
-  M-15 FISHING SITE
-  MOUNT MORRIS ROAD FISHING SITE
-  MUDD LAKE FISHING SITE
-  PYLES ROAD PUBLIC ACCESS



Genesee Overview

City of Swartz Creek

10/19/2022

22C0112

Engineer's Construction Cost Opinion

Otterburn Park



ROWE PROFESSIONAL SERVICES COMPANY

ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
Site Preparation/Grading	1	LSUM	\$ 15,000	\$ 15,000
Landscaping	1	LSUM	\$ 25,000	\$ 25,000
Gravel Parking, 22A Limestone - 6"	2500	SYD	\$ 30	\$ 75,000
Aggregate Base, 8" (ADA Parking Area)	70	SYD	\$ 30	\$ 2,100
HMA, 13A (4")	30	TONS	\$ 120	\$ 3,600
8' Aggregate Path - 22A Limestone	3500	LFT	\$ 10	\$ 35,000
Pavement Markings, Overlay Cold Plastic, Handicap Symbol - Blue	2	EA	\$ 250	\$ 500
4" Pavement Markings - Regular Dry (Blue)	100	LFT	\$ 4	\$ 400
Sidewalk, Conc., 4"	1660	SFT	\$ 8	\$ 13,280
Stairs (Platform)	2	EA	\$ 2,000	\$ 4,000
Main Pavilion (25'x40') with Restroom Facilities - Includes sanitary sewer and water connections	1	LSUM	\$ 150,000	\$ 150,000
Disc Golf Course	1	EA	\$ 50,000	\$ 50,000
Pavilion (30'x30')	1	LSUM	\$ 45,000	\$ 45,000
Porta John, Conc. Pad	1	LSUM	\$ 200	\$ 200
Bike Pavilion Station	1	LSUM	\$ 20,000	\$ 20,000
Site Restoration	1	LSUM	\$ 10,000	\$ 10,000
SESC Measures	1	LSUM	\$ 5,000	\$ 5,000
Trash Receptacles	4	EA	\$ 250	\$ 1,000
Entrance Drive Gate	2	EA	\$ 5,000	\$ 10,000
Steel Cable Bollards	680	LFT	\$ 12	\$ 8,160
Pedestrian Bridge (includes abutment)	4	EA	\$ 26,000	\$ 104,000
Subtotal				\$ 577,240
Engineering (20%)				\$ 115,448
Construction Contingency (15%)				\$ 86,586
Mobilization (15%)				\$ 86,586
Total				\$ 865,860

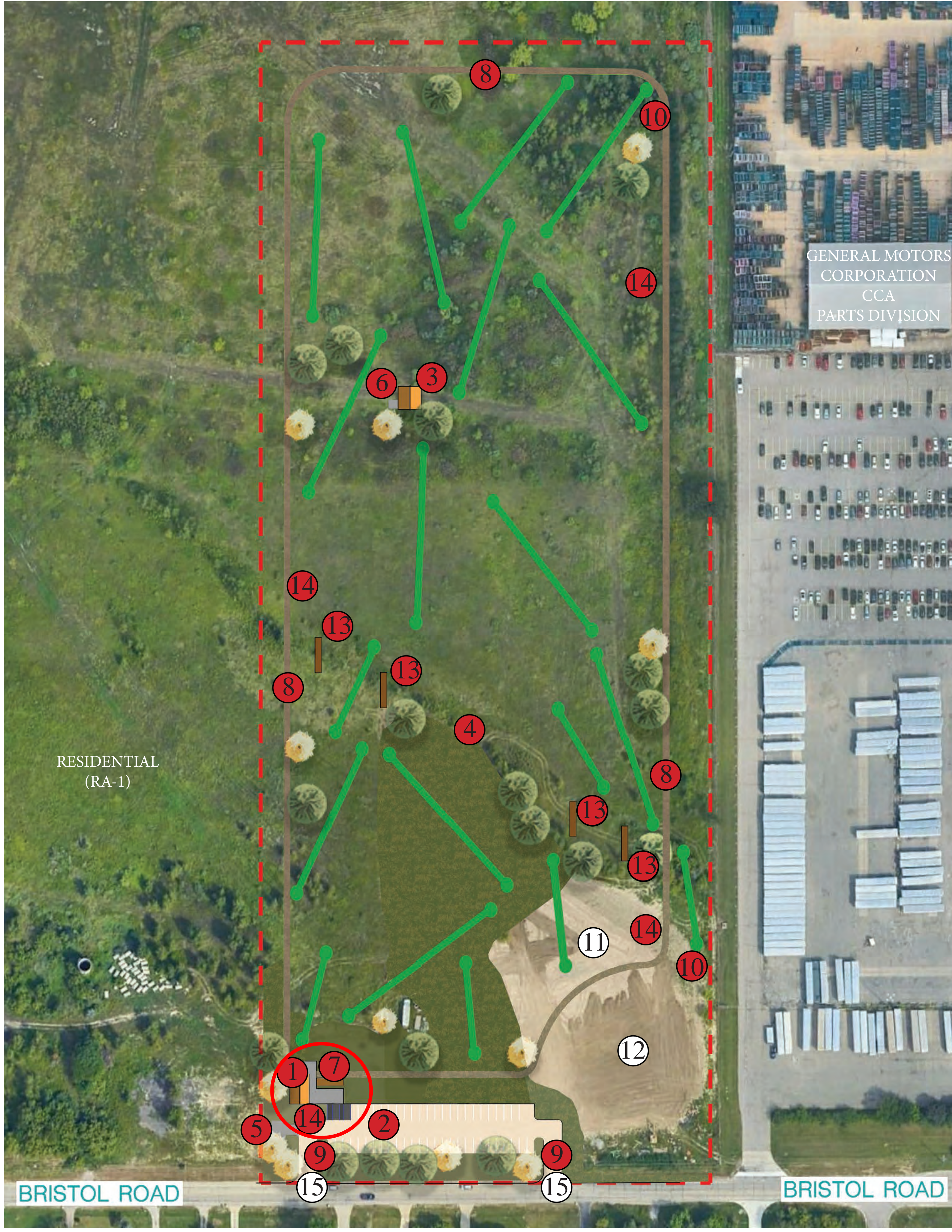
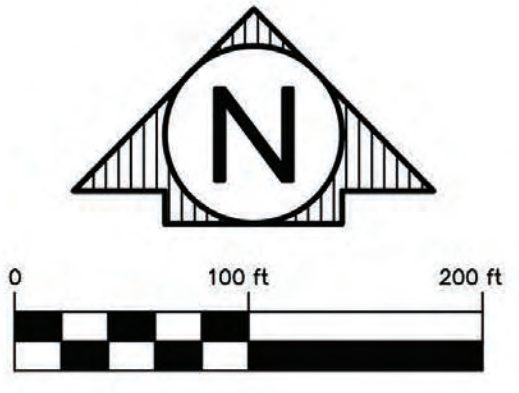
Disclaimer:

In providing opinions of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractors method of pricing and that the Consultants opinions of probable constructions costs are made on the basis of the Consultant's professional judgement and experience. the consultant makes no warranty, express or implied, that the bids or the negotiated costs of the work will not vary from the Consultant's opinion of probably construction cost.

OTTERBURN PARK SITE PLAN

SWARTZ CREEK, MI

Otterburn Master Plan, Including All Phases



LEGEND:

--- PARK BOUNDARY

PROPOSED: Phase 1, pavilion, circled below

- ① LARGE PAVILION WITH RESTROOM FACILITY
- ② GRAVEL PARKING WITH ACCESSIBLE SPACES
- ③ SHELTER/SMALL PAVILION
- ④ DRAINAGE DITCH
- ⑤ WASTE ENCLOSURE
- ⑥ PORTA JOHN LOCATION/CONCRETE PAD
- ⑦ BIKE PAVILION STATION
- ⑧ 8' AGGREGATE PATH WITH VEHICULAR ACCESS FOR EMERGENCY PERSONEL AND PARK SERVICE
- ⑨ ENTRANCE DRIVE WITH STEEL-CABLE BOLLARDS AROUND PARKING LOT
- ⑩ STAIRS
- ⑬ PEDESTRIAN BRIDGE
- ⑭ TRASH RECEPTACLE

EXISTING:

- ⑪ DISC GOLF (TYP.)
- ⑫ SLEDDING HILL
- ⑮ CURB CUTS

NOVEMBER 2022
22C0112





ZONING PERMIT APPLICATION
CITY OF SWARTZ CREEK
(An Equal Opportunity Employer)
8083 Civic Drive, Swartz Creek MI 48473
Phone 810.635.4464

Site Information

Address 8006 Miller Rd.

City Swartz Creek Zip 48473

Owner Information

Name Freedom Properties of Michigan

Address 4511 S. Elms rd City Swartz Creek State mi Zip 48473

Phone No. 810-691-3478 Email American Pub 810 @ Gmail.com

Applicant Information

Name Freedom Properties of Michigan

Address 4511 S. Elms rd City Swartz Creek State mi Zip 48473

Phone No. 810-691-3478 Email American Pub 810 @ gmail.com

Type of Improvement (please supply all applicable information)

Shed under 200 sq. ft. Pond Fence Other see pg. 3

Type of Fence _____

Location _____

Dimensions _____

Height _____

Estimated Construction Cost _____

Existing Site Information

Current No. of Structures 1

Location _____

Dimensions _____

Height _____

All supporting documentation **including** a diagram of the site must be submitted with this application. Other permits issued by the City of Swartz Creek such as Electrical, Mechanical and/or Plumbing may be required.

All of the above statements are true to the best of my knowledge and permission is hereby granted to give authority to any representative of the city to go on or about the property.

Signature: Scott A Shew Date: 3-6-23

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

FOR CITY USE ONLY

Notes for approval:

Signature of Zoning Administrator

Date

Additional Information

Requesting Continuation of Zoning Permit
PZ 22-0025 for use of Alley North
of 8006 Miller Rd for outdoor dining and
alcohol sales on Back deck.

CITY OF SWARTZ CREEK
8083 Civic Drive, Swartz Creek, MI 48473
810.635.4464
Date 01/30/23

ZONING
PERMIT

Parcel No. 58-35-576-048

Permit No. PZ22-0025

Applicant FREEDOM PROPERTIES OF MICH Address 4511 S ELMS RD

Permit to Construct Miscellaneous At 8006 MILLER RD

Work

Desc. *Requesting extension of permit
#PZ21-0004 for outdoor dining and
alcohol sales on back deck of 8006
Miller Rd.

Stipulations:

The following conditions apply:

1. the City of Swartz Creek as an additionally insured party for all activities.
2. that the closure and use of said alley shall commence immediately and be valid for 180 days.
3. that the closure and use of said alley is conditioned upon the retention of the city's access rights to operate and maintain all public utilities, systems, and appurtenances on and underneath the alley surface.
4. that, as a condition of the permit, the city shall not be responsible for any private, personal property that may be damaged within the alley confines for any reason, including deliberate action by the city to access surface or subsurface utilities.

Area 0

0

25.00

Valuation

Permit Fee

Owner FREEDOM PROPERTIES OF MI

Address 4511 S ELMS RD City SWARTZ CREEK



8051 Congress Avenue
Boca Raton, FL 33487-1307

T + 561.995.7670
F + 561.995.7626

sbsite.com

February 24, 2023

City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473-1377

Re: Second Amendment to Communications Site Lease Agreement (Ground)
MI46914-A / Elms Park

Dear Ground Owner:

Enclosed please find four (4) original Second Amendment to Communications Site Lease Agreement (Ground) for the above-mentioned site.

When you execute the documents, please do not enter the date on the first page of these Amendments, as SBA will date them when we sign and they are fully executed. Please have all four (4) original documents executed, witnessed by two (2) non-involved separate witnesses and notarized where indicated. Please return this entire package to my attention in the enclosed prepaid envelope on or before March 10, 2023. Once executed by SBA, we will return an original for your records. Please use BLUE INK and DO NOT use WHITE OUT when signing documents.

If you have any questions regarding the enclosed documents or instructions above, please feel free to contact your Real Estate Acquisition Specialist, Jeffery Ostroff (800) 487-7483 x 7789.

Thank you and have a great day.

Sincerely,

Kaitlyn Cunningham

Real Estate Closing Administrator

Enclosure(s)

Prepared by: Catherine Hutchison
After recording return to: Rita Drinkwater
SBA Network Services, LLC
8051 Congress Avenue
Boca Raton, FL 33487
Ph: 800-487-7483 ext. 7872

Parcel ID: 58-31-100-018

**SECOND AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT
(GROUND)**

THIS SECOND AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (GROUND) (“Second Amendment”) is executed this _____ day of _____ (Effective Date”) by and between **THE CITY OF SWARTZ CREEK, a Michigan municipal corporation**, having an address at 8083 Civic Drive, Swartz Creek, MI 48473-1377 (“Landlord”) and **SBA STEEL II, LLC, a Florida limited liability company**, having a principal office located at 8051 Congress Avenue, Boca Raton, FL 33487-1307 (“Tenant”).

WHEREAS, Landlord and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, entered into that certain Communications Site Lease Agreement (Ground) dated June 16, 2005, as evidenced by that certain Memorandum of Lease recorded April 16, 2014, as Instrument No. 201404160032238, as amended and assigned from time to time (collectively, “Agreement”) and ultimately assigned to Tenant, as evidenced by that certain Memorandum of Assignment recorded September 8, 2020, as Instrument No. 202009080061683; said recordings of the Register of Deeds of Genesee County, Michigan, for Tenant’s use of a portion of the real property (“Premises”) located at 4127 Elms Road, Swartz Creek, MI 48473 (“Land”), being more particularly described in the attached **Exhibit “A”**; and

WHEREAS, Landlord and Tenant desire and intend to amend and supplement the Agreement as provided herein.

NOW, THEREFORE, for good and valuable consideration of One Hundred and No/100 Dollars (\$100.00), the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant, agree and bind themselves to the following modifications to the Agreement:

1. **Section 4. Rent**, of the Agreement is hereby amended to include the following:

Commencing on the first (1st) day of the month following the Effective Date of this Second Amendment, Rent shall be reduced by seventy-five percent (75%) per month (for example, currently being reduced to the amount of \$332.75) until the end of the Agreement (“Rent Reduction Period”), and any escalations pursuant to the terms of the Agreement shall continue. However, in the event that Tenant enters into a new sub-tenancy with any broadband telephony provider during the Rent Reduction Period, Rent and any escalations will resume pursuant to the terms of the Agreement upon the first (1st) day of the month following the commencement of rent payment by Tenant’s new sublessee.

2. Capitalized terms not defined in this Second Amendment will have the meaning ascribed to such terms in the Agreement.
3. This Second Amendment will be governed by and construed and enforced in accordance with the laws of the state in which the Land is located without regard to principles of conflicts of law.
4. Except as specifically set forth in this Second Amendment, the Agreement is otherwise unmodified and remains in full force and effect and is hereby ratified and reaffirmed. In the event of any inconsistencies between the Agreement and this Second Amendment, the terms of this Second Amendment shall take precedence.
5. Landlord acknowledges that the attached **Exhibit “A”** may be preliminary or incomplete and, accordingly, Tenant may replace and substitute such exhibit with an accurate survey and legal descriptions of the Premises and re-record this Second Amendment without obtaining the further approval of Landlord. Following such re-recording, the descriptions of the Premises described therein shall serve as the descriptions for same for all purposes under the Agreement.
6. Landlord represents and warrants to Tenant that Landlord is the sole owner in fee simple title to the Land and Landlord’s interest under the Agreement and that consent or approval of no other person is necessary for Landlord to enter into this Second Amendment.
7. This Second Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Second Amendment.
8. Tenant shall have the right to record this Second Amendment.

[The remainder of this page is intentionally left blank. Signatures to follow.]

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the day and year first above written.

WITNESSES:

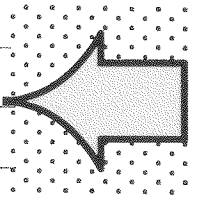
Print Name: _____

Print Name: _____

LANDLORD:

CITY OF SWARTZ CREEK, a Michigan municipal corporation

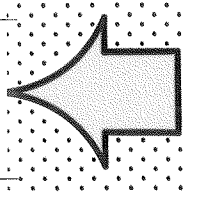
By: _____
Print Name: _____
Title: _____



STATE OF MICHIGAN

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 202__, by _____, the _____ of City of Swartz Creek, a Michigan municipal corporation, on behalf of the corporation.



Notary Public _____
My Commission Expires _____

(NOTARY SEAL)

WITNESSES:

TENANT:

SBA STEEL II, LLC, a Florida limited liability company

Print Name: _____

By: _____
Joshua Koenig
Executive Vice President and General Counsel

Print Name: _____

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 202__, by Joshua Koenig, Executive Vice President and General Counsel of SBA Steel II, LLC, a Florida limited liability company, on behalf of said company, who is personally known to me and did not take an oath.

Notary Public _____
My Commission Expires _____

(NOTARY SEAL)

EXHIBIT "A"

Legal description to be incorporated upon receipt of final survey.

SITUATED IN THE COUNTY OF GENESEE AND STATE OF MICHIGAN AND DESCRIBED AS FOLLOWS:

ALL THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 31, T7N, R6E, CITY OF SWARTZ CREEK, GENESEE COUNTY, MICHIGAN, LYING SOUTHERLY OF A LINE WHICH IS 825 FEET SOUTH OF AND PARALLEL TO THE CENTERLINE OF BRISTOL ROAD, AND WHICH LIES NORTHERLY OF A LINE DESCRIBED AS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 31 WHICH IS NORTH 0 DEG. 34' 25" WEST A DISTANCE OF 586.59 FEET FROM THE WEST 1/4 CORNER OF SAID SECTION 31; THENCE NORTH 87 DEG. 14' 05" EAST A DISTANCE OF 169.74 FEET; THENCE NORTH 74 DEG. 27' 04" EAST A DISTANCE OF 229.92 FEET; THENCE NORTH 45 DEG. 56' 14" EAST A DISTANCE OF 233.68 FEET; THENCE NORTH 31 DEG. 51' 57" EAST A DISTANCE OF 283.87 FEET; THENCE NORTH 61 DEG. 22' 04" EAST A DISTANCE OF 185.27 FEET; THENCE NORTH 84 DEG. 50' 20" EAST A DISTANCE OF 178.98 FEET; THENCE SOUTH 65 DEG. 25' 00" EAST A DISTANCE OF 180.28 FEET; THENCE SOUTH 41 DEG. 11' 19" EAST A DISTANCE OF 212.90 FEET; THENCE SOUTH 76 DEG. 43' 36" EAST A DISTANCE OF 127.28 FEET TO A POINT OF ENDING.

EXCEPTING THEREFROM THE EAST 190 FEET;

ALSO EXCEPTING THEREFROM THAT PART WHICH LIES WESTERLY OF A LINE DESCRIBED AS: BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 31 WHICH IS NORTH 0 DEG. 34' 25" WEST A DISTANCE OF 586.59 FEET AND NORTH 89 DEG. 25' 35" EAST A DISTANCE OF 80 FEET FROM THE WEST 1/4 CORNER OF SAID SECTION 31; THENCE NORTH 0 DEG. 34' 25" WEST A DISTANCE OF 546.76 FEET; THENCE SOUTH 89 DEG. 25' 35" WEST A DISTANCE OF 20 FEET; THENCE NORTH 0 DEG. 34' 25" WEST A DISTANCE OF 300 FEET; THENCE SOUTH 89 DEG. 25' 35" WEST A DISTANCE OF 30 FEET; THENCE NORTH 0 DEG. 34' 25" WEST A DISTANCE OF 500 FEET TO A POINT OF ENDING.