

**City of Swartz Creek  
AGENDA**

**Regular Council Meeting, Monday, August 28, 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 August 14, 2023 MOTION Pg. 47
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. 75  
6C. OPEB Report Pg. 90  
6D. 8006 Miller Alley Use Permit Application Pg. 116  
6E. Employment Agreements Pg. 120  
6F. Request to Abandon Alley Pg. 146  
6G. Draft Fire Budget Materials Pg. 150  
6H. S&P Rating Report Pg. 159
7. **MEETING OPENED TO THE PUBLIC:**  
7A. General Public Comments
8. **COUNCIL BUSINESS:**  
8A. Solid Waste Management Plan RESO Pg. 27  
8B. 8006 Miller Alley Use Permit RESO Pg. 28  
8C. Clerk Appointment RESO Pg. 29  
8D. Treasurer Appointment RESO Pg. 30  
8E. Rail Safety Week PROC Pg. 31  
8F. Assessing Professional Services RESO Pg. 31  
8F. Alley Abandonment Request DISCUSSION
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION Pg. 46

**Next Month Calendar** (Public Welcome At All Meetings)

Planning Commission:	Tuesday, September 5, 2023, 7:00 p.m., PDBMB
City Council	Monday, September 11, 2023, 7:00 p.m., PDBMB
Downtown Development Authority:	Thursday, September 14, 2023, 6:00 p.m., PDBMB
Fire Board:	Monday, September 18, 2023, 6:00 p.m., Station #2
Park Board:	Tuesday, September 19, 2023, 5:30 p.m. PDBMB
Zoning Board of Appeals:	Wednesday, September 20, 2023, 6:00 p.m., PDBMB
City Council	Monday, September 25, 2023, 7:00 p.m., PDBMB
Metro Police Board:	Wednesday, September 27, 2023, 11:00 a.m., Metro HQ

## **City of Swartz Creek Mission Statement**

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

## **City of Swartz Creek Values**

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

### ***Honesty, Integrity and Fairness***

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

### ***Fiscal Responsibility***

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

### ***Public Service***

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

### ***Embrace Employee Diversity and Employee Contribution, Development and Safety***

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

### ***Expect Excellence***

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

### ***Respect the Dignity of Others***

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

### ***Promote Protective Thinking and Innovative Suggestions***

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

**CITY OF SWARTZ CREEK  
VIRTUAL REGULAR CITY COUNCIL MEETING ACCESS INSTRUCTIONS  
MONDAY, AUGUST 28, 2023, 7:00 P.M.**

The regular virtual meeting of the City of Swartz Creek city council is scheduled for **August 28, 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](https://join.zoom.us) on any browser and entering the Meeting ID provided below.

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

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

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



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

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

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

**Connie Olger is inviting you to a scheduled Zoom meeting.**

**Topic: Swartz Creek City Council Meeting**

**Time: August 28, 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](mailto:colger@cityofswartzcreek.org).**

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

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

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

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

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

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

## **MAINTAINING ORDER**

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

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

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

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

## **MOTIONS & RESOLUTIONS**

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

## **PUBLIC ADDRESS OF COUNCIL**

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

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

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

## **VOTING RECORD OF PUBLIC BODIES**

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

**City of Swartz Creek  
CITY MANAGER'S REPORT**

**Regular Council Meeting of Monday, August 28, 2023 - 7:00 P.M.**

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

**FROM:** Adam Zettel, City Manager

**DATE:** August 23, 2023

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

- ✓ **MICHIGAN TAX TRIBUNAL APPEALS** *(No Change of Status)*  
As of now, the city has not received any new tax tribunal appeals.

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

- ✓ **2020-2023 TRAFFIC IMPROVEMENT PROGRAM (TIP)** *(Update)*

The Miller Road rehabilitation award has been made to Ace Paving of Saginaw. Work is now underway. Some folks are upset due to the inconvenience. This is a very common complaint with the public these days. People want nice roads, which is understandable, however, there is an expectation that roads can be rehabilitated without an interruption in traffic.

The project is estimated to cost \$1,368,913.42 with current quantities. Concrete will commence early on and take about six weeks. Paving should only take a couple days. There will not be any changes to the lane markings or parking for this project.

Note that we do expect some increases to the project scope due to the apparent need to remove and replace more curb on Miller, specifically in the core downtown area.

- ✓ **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.*

Crack filling is likely to occur towards the end of summer.

OHM is finalizing bids for Winchester Village and 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.



The USDA and street bond processes will be conducted concurrently, but they are separate and distinct. Because of the importance and complexity, I added a section to the packet to cover the borrowing process specifically.

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

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

Inliner is continuing work on Miller Road and Morrish Road. They have been attempting to complete this area prior to the Miller Road surface rehabilitation. However, they have hit a snag. A break in the main transmission line has been found under the road near Fairchild. With this asset being critical and work starting on the 10<sup>th</sup>, we have declared this an emergency repair and retained Glaeser Dawes to conduct the repair. This work was completed the week of August 21<sup>st</sup>.

Moving forward, all unfinished lining on Miller will be conducted at night. This will allow work to avoid the road construction crews, and it will also greatly reduce the disruption to local businesses who would otherwise be advised to refrain from water/sewer use during the process.

This year's project 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.

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** (*Update*)

See the borrowing section below for information on the continuation of the bonding process.

OHM has approvals from GCDC-WWS and USDA for water main. EGLE is the last plan reviewer, and we expect this to go more smoothly. We should be able to bid this with the streets this month. Under the current timeline, we are much less likely to see the total completion of all Village water main and streets by the end of 2024. I expect we will see work in 2025.

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. Note that this could be made substantially worse if the State amends the Social Welfare Act (see below).

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 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)

✓ **WATER SYSTEM MISCELLANEOUS** *(No Change of Status)*

We have paid an invoice to have the county begin work to abandon the 8" Dye Road water main in the vicinity of the rail line (west side of Dye). They will be using their pre-qualified contractor to perform the work, and I expect them to start at any time. The cost to perform the work is estimated to be \$17,740. We have budgeted for this, and based upon our operating agreements with the county, we should not require any other formalities or resolutions to proceed.

Moving these customers from the west side to the east side will allow the city to abandon the Dye line south of the rail. We think this is a great move to avoid potentially serious issues down the road. This line is a dead end and is prone to breaks, which can be very costly and dangerous near the rail spur. Note that the city will still maintain the water customers, even though they are on the county's intercommunity line. This is a clear long-term win for the city.

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** *(No Change of Status)*

All equipment is installed. We await software and training. The provider is working on scheduling this. See the report from August 11, 2022, for details on this program.

✓ **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. In addition, the association manager reached out about permitted designs and builders for the subdivision. There could be renewed interest in some building. 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 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. **(Update) The Genesee Valley Trail Extension construction is underway and almost done!** All work appears to be complete. The trail is certainly open and usable. We hope to close this out officially very soon. I will look to remove this from future reports.
2. **(Update) The raceway owner affirmed the removal of two out-buildings imminently.** The last should come down this fall. He hopes, but will not commit, to removal of the main building in 2024.
3. **The demolition of Mary Crapo is done.** 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 moving forward. Miller Road is underway now. Local street work will be out for bid in August. Repairs on School Street are done, and crack filling should be mid-summer.
6. **(Update)** The **Brewer Condo Project** first tri-plex is complete and for sale. We can affirm now that two of three units have sold! The third is apparently under contract for sale. The builder reached out to discuss the future phases. He said there is a lot of interest in the concept and location. However, the lack of a ground floor master bedroom is a non-starter for most buyers. He believes they can redesign the layout to accommodate this need, which might result in the future phases being multi-story duplexes. I indicated that this may be the best path forward. A site plan revision would be necessary.
7. **(Update)** 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. In the meantime, there are three units available in the current phase. We are beginning the process of inspecting infrastructure for final improvements and the eventual transfer to the city.
8. **(Update)** 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. We have a court order to remedy blight at 7015 Miller. However, our attorney indicates they are proceeding independently to make this happen, and we are inclined to pursue this path, which was ultimately the solution for the adjacent homes with the same owner.
9. **(Update)** **Park projects** are substantially complete and include both basketball courts and Elm's tennis courts. We still need to paint markings on the Elms basketball courts. There is also an opportunity to mark the open area next to these for some use (pickleball, a 2D toddler village, etc.)
10. We have some interest in two **Meijer out lots**, as well as some potential **downtown renovations**. There are no applications or site plans, but I will keep the council informed if anything takes shape.
11. **(Update)** **New Businesses continue to come to town.** Quiznos is definitely opening in 8603 Miller (former Subway/Lorenzos). This building is also undergoing approved modifications to place a laundromat where the former laundromat was. We do not have a timeline for either. The Subway by Kroger has been renovated, and a nail salon has moved in. The owner of Pesto's has purchased the building at NW Miller/Dye. We are told this could become a bakery to support their operations. ESBF dance studio has expanded, but Creek Nutrition and the resale shop in the Gilroys Plaza have closed. There is talk of a project by Rite-Aid in Clayton, but we do not have details. Burrito Bros is being occupied by an attorney. However, we have gotten inquiries from other restaurants and a tattoo parlor that indicate they may soon have an interest.

✓ **TAP/DNR TRAIL (Update)**

As indicated. This project is now apparently complete. I will look to remove this from future reports.

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

This project is finishing ahead of schedule without issues. We are getting positive feedback from residents!

Note that we have engaged the resident at Fairchild and the path about the possibility of a fence depending on project impact. Staff and the mayor tentatively acknowledged that the city may be able to support this. I will be debriefing with the owner on this matter. This property is unique in its layout and proximity to the path as it relates to privacy, safety, and access.

See the report of March 13 for more details.

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

We have hosted a pair of meetings with different groups of downtown investors. If things go well, we may have some new plans for some transformational projects downtown. We hope for good things this year!

Our community continues to pursue 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 (perhaps as much as \$75,000 if it includes universal design)!

A steering committee has been formed to tackle this project. Initial pricing for an engineered space was very high. We are now working with a community group that consists of a local architect, builder, and staff to see if we can source something more approachable.

The primary option for this is to invest in Holland Square to provide built-in structures for community seating, vending, entertainment, and related activities. There are a couple examples of this already that seem to work well in public spaces. Such a concept would activate Holland Square along Miller Road by providing social interactions, market activities, and some recreation. It would also include lighting, sound systems, and some shade/weather protection. Parking would be reduced but only minimally. Another Michigan community achieved their funding goal to realize their vision this month!

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

Concerning previously acquired property, the Wade Street property that the city acquired on the corner of Second Street 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.

The site has been cleared of personal property as requested.

✓ **CDBG** *(Update)*

We signed the agreements, which means we can bid the projects during the winter. The previous report follows.

Applications were submitted for the 2022-2024 cycle which will go towards senior services and new downtown residential neighborhood sidewalks and/or decorative lighting.

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** *(Update)*

Shattered Chains hosted volunteer workdays the weekend of the 19<sup>th</sup>! They got much work done! All 18 baskets and fairways are good to go. The tee pad installation is the next step. The group is very happy with how things are going.

✓ **PAVILION COMMITMENT/GRANTS** *(No Change of Status)*

The city applied for a recreation passport grant. Our grant writer has also submitted requests to Congressman Kildee's office and both US Senators for congressional directed spending. It appears that our request through Kildee's office WILL be in the federal budget. However, the amount may be a fraction of what was requested.

If so, we should be able to scale the project. If we can combine this with the RPG, we should still be able to get something good accomplished. We are still hopeful that Jentery Farmer's family will be able to contribute a sizable donation, perhaps as large as \$50,000.

✓ **SPEEDING AND TRAFFIC CONTROL** *(Update)*

Mary Crapo is likely to be used as a sport facility for the school. Initial indications are that the Ingalls Street side of the block MAY be altered to accommodate additional angle parking. This could drastically change the composition of the street. With that in mind, I think it is prudent to wait until this plan is put forth in the coming months so we can plan any markings, speed bumps, or other features in tandem with the school changes. The previous report follows.

Examples for speed humps are in the May 22, 2023, packet. There is not a 'silver bullet' solution for speeding. Instead, we can look to implement various strategies for traffic calming and enforcement that each play a role in moving average traffic speeds to the slower end of the spectrum.



With that said, speed bumps can play a part on certain streets, such as Seymour at Oakview or on Ingalls. We can also continue to look at narrow lanes, on street parking, street trees, radar signs, traffic officers, and pavement stencils. The downside is that there is not currently a budget set up for this. It may be a worthy idea to test a pilot area, such as Seymour or Ingalls, where multiple strategies are enacted at the same time. The previous report follows.

Metro PD is providing two permanent speed monitoring and feedback signs. These resemble the portable signs, but they are bigger, self-powered, and more stationary. We have selected two city gateways that have some ongoing issues as prime candidates. One is Morrish, south of I-69, southbound. The other is likely to be Elms. We were leaning towards Miller, east of downtown, but the curve and right of way may not be the best.

The DPW is very impressed with these. I inquired to Metro about pricing and if the mobile trailer is available. If our experience is positive and prices reasonable, we may look to budget more as part of our community speed control program.

The idea is to create more awareness and accountability as folks enter the community and enter neighborhoods. We may be able to move or place such signs on Seymour, Ingalls, or other areas if we find they are useful. The previous report follows.

With the surface of so many streets improving, we are fielding more and more speed complaints. Since there is not long standing data on this, it is not clear if drivers are speeding more, people complain more, or standards are getting higher. In any event, we are now getting complaints for Hill Road (2022 resurfacing), as well as streets in Winchester Village. Regardless of the posted speed limits, a smooth road surface has the obvious impact of enabling higher speeds.

In the interest of calming traffic in all neighborhoods, it may be prudent to invest in some measures to create more awareness of speed, in addition to opportunities for great enforcement and physical design considerations. Some obvious markings that we can consider for Ingalls, Hill, and other streets are below. These are relatively inexpensive and can send a strong message, especially around schools. They are also easy to add, whereas design considerations such as narrower lanes can take years and cost much.



- ✓ **CIVIC PARKING LOT SCOPE CHANGE (Update)**  
The parking lot should be substantially complete by the time we meet.
- ✓ **FIBER INSTALLATION (Update)**

All but a couple of Frontier's fiber permits are approved. They indicate that they are going to start work on the side streets of downtown at any time. We are working with them to avoid Miller Road conflicts during construction. 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 (Update)**

We are prepared to borrow for both water and street work. We will bid all work soon and have a better understanding of what our financial needs will be. Until then, there will not be any direct sale (USDA) or competitive sale (street bonds). Note that the P&G rating is in and sits at AA-. This is a good rating, with BBB being considered investment grade. Bonds of AA rating are determined to excel as investment opportunities in all aspects. Both AAA and AA bonds are generally favored among investors, and are deemed high grade bonds. However, AA bonds are perceived to carry additional risk, hence the marginally lower rating. The report is attached.

✓ **POTENTIAL MUNDY MEGA SITE/COSTCO (Update)**

This section will be consolidated and moved to the community updates section in future reports.

Mundy held a public informational session on May 31<sup>st</sup>. Based upon some anecdotal accounts and social media, there is certainly a mixed opinion on the matter. There is also a lot of contradictory information. I advise we all try to get as many facts as possible. Though we have no say in either matter, our community will be impacted (good and bad). The previous report follows.

For some time now, there has been vague statements by the MEDC and others that a land consolidation may be occurring near the city in Mundy Township. More information is being released that indicates a large site, around 900 acres may be under contract by state and/or regional economic development entities. It appears that these agencies are working with unnamed users that represent advanced industries, such as chip or battery manufacturing.

Such endeavors are not uncommon. We can all recall "Project Tim" near Durand a few years back, which never came to fruition. However, with the announcement of the battery facility near Marshall, it is prudent to be mindful of the changes that could occur if a transformational project should be announced near the city. I am working with Mundy Township, our legislators, and our planner to set the table for immediate and pro-active action to



accommodate the impacts (both positive and negative), should such an investment appear likely or imminent. I will keep the council informed to the best of my ability. There is certainly a degree of secrecy that surrounds such a matter.

In other news, Costco has made an application to build a store on Hill Road, right at US-23. This is on the edge of the Swartz Creek School District (just in or out, perhaps on the line). This Hill Road corridor is developing fast and does impact our community. The corridor includes some fast growing housing, new retail, employers, and Miracle Commons park. It connects Grand Blanc and Swartz Creek, as well as regions north and south on US-23. With the site selection of Costco, it is obvious that this area is of focus for a very large catchment of population. With future announcements coming from the Grand Blanc area, we can see a pattern evolving in which pressure for more intensive land uses is coming from the east, what this means for the core of the community on I-69 is less clear. What is obvious is that our community should continue to have proactive plans and strategies to handle existing and potential pressures for change.

✓ **SOLAR SYSTEM MODEL (Update)**

We are continuing to seek funding for the solar system model that was proposed to run between Elms and Otterburn Parks. We officially have a partner with an observatory in Nelson, NZ (they requested metric units for their sign). This will require the purchase and shipping of a sign station to NZ, an expensive endeavor. However, since we are approved to use the MEDC RRC crowdfunding and external grants, we think this is worth it. Who knows, we may even create a Guinness Record for the world's biggest scale model.

Note that we are including wayfinding (directional) signs for this stretch that goes between Elms, Otterburn, and Elms School. This will serve to keep those unfamiliar with the area on track. This requires a new set of proposals from Signs by Crannie.

The previous report follows.

We contrived an interactive scale model of the solar system that could be displayed and described on the new trail. The idea is that the sun would be at the Elms trail head, with Neptune at Otterburn Park. Folks can walk/bike the distance and learn about the solar system, seeing the solar bodies in scale imagery/models.

We have begun preliminary conversations with Nelson, New Zealand to participate. Their community is 8,630 miles away, which reflects the approximate distance to the next closest star.

The park board approved this concept for installation at their May meeting.

✓ **PUBLIC SAFETY ASSESSMENT (Update)**

2023 also completes ten full years of public safety assessment collections! The city will need to revisit the public safety assessment before the end of 2023. The process to do so is as follows.

There must be a City Council resolution approving the SAD and for the administration to gather an estimation of the costs needed for Public Safety and schedule a public hearing to consider the estimate, need for the special assessment, and hear objections. The

public hearing notice must be sent by first-class mail to the property's record owner according to the last tax roll reviewed by the City Board of Review at least 10 days prior to the hearing. Publication of the notice must also occur 5 days before the scheduled public hearing in the local newspaper.

If the Council chooses to proceed, the resolution can designate the boundaries for the SAD and amount of the levy. The Council must hold a second public hearing with the same notice provisions as the first to confirm the SAD with any additions or corrections for the coming fiscal year.

I suspect that, like the first assessment, this process can occur in late fall. With the assessment and budgets firmly in place and functional for the past decade, it is likely that a renewal of the same boundaries (all city parcels) and same rate (4.9 mils) will suffice.

The previous report follows.

In 2013, the city went through a process to apply a 4.9 mil assessment to all real property in the city for the purpose of collecting revenues to support police and fire operations. This was done at a time when the city was down two full time police officers, provided about 1/5 the current amount of fire apparatus funding, and was still operating a substantial general fund deficit of about \$250,000/annually.

The underlying cause of this pronounced deficiency was the catastrophic collapse of the community's taxable value as a result of the housing crisis and a specific and dramatic reduction in GM's taxable value. Massive reductions in raceway revenue sharing were also impactful.

Note that the presence of GM and the active raceway enabled the city to be one of the lowest, if not the lowest taxing city in the state that did not have a separate income tax at the time. The assessment enabled the city to return to pre-existing service levels for police and fire, a practice that continues to this day. This increase, along with the street tax that passed a few years later, brought the city closer to the middle of the curve for tax effort (see the most recent budget book, which still has Swartz Creek as the third lowest taxing city in the region).

With that said, the assessment makes up about 30% of the city's general fund revenues and is essential to maintaining police and fire services. The city can certainly consider other options, or a combination of options, including service reductions, a voted tax, or a change in prioritization of appropriations (e.g., decrease park spending in favor of public safety). There are costs and benefits to each approach, but this discussion is going to present itself in the coming months.

If there are any general or specific questions that council members have, please let the rest of council and/or myself know.

✓ **OTTERBURN BIKE RACE (Update)**

The council approved an introductory off-road bike race at Otterburn Park. The event is planned for Sunday, September 17<sup>th</sup>, and they plan to have the park for exclusive use. Participant numbers would be about 75 (seeking approval for 100) and spread out over

the day. The event does not require any site preparation, and their non-profit, Greater Flint Athletic Club, will provide for onsite volunteers and toilet facilities to meet attendee needs.

✓ **BROWN ROAD LAND SALE OPTION (Update)**

The city opted not to pursue the option for the sale of Brown Road. I have relayed this information to the Shiawassee Economic Development Partnership. The director completely understands. While he may wish to pursue a first-right-of-refusal agreement, at this point it seems enough to know that the city is open to marketing the property for a potential user.

In the meantime, they requested to perform wetland delineation of the entire area. I indicated that the city would allow delineation of wetlands on city-owned property if a professional service company was conducting the definition and added the city as an additionally insured party.

✓ **SOLID WASTE MANAGEMENT PLAN (Business Item)**

This item was removed from the agenda of the August 14 meeting. This was done at the request of the Genesee County Drain Commission Office, Water and Waste Services Division. I learned afterwards that they are seeking an amendment that will require existing landfills to continue to take PFOS as long as the EPA and EGLE allow that to occur. This provision will suffice in lieu of a provision that was removed from the plan, which would have enabled the GCDC-WWS to construct a separate landfill for the purpose in Montrose area.

Because this provision is not in the current plan, the GCDC-WWS asks that the council vote 'No' on the plan as presented. Ratification by county communities is required. Please see the August 14, 2023, packet for the memo from the Genesee County Metropolitan Planning Commission, which includes a link to the complete plan.

I am including the resolution again. Council can choose to support or reject the resolution. They can also remove the item from the agenda.

✓ **8006 MILLER ROAD ALLEY (Business Item)**

The six-month extension for the alley use by S&K Hometown Pub will expire on September 11<sup>th</sup>. They seek another extension. In fact, they request a one-year approval so they have more certainty to make investments into the next spring/summer/fall. The owners indicate that they will be adding a gate door themselves because of the delay experienced in the fence contracting service industry.

There has not been any substantial change to this site since the last approval. However, the owners did invest in some decorative and landscaping items which are very noticeable. I encourage council members to visit the site. The patio has been in place for about three years and seems to function well overall, considering all pros and cons. In addition, the owner of the flower shop has been working with the pub owner to improve access and relations. It appears the arrangement is agreeable to both parties, and the flower shop management indicates that they may also see use of the alley in the future for outdoor display.

Given the circumstances and pressing need to continue to have outdoor service as an option in the industry, I recommend we proceed with another extension. The previous extension was for 180 days. The longer term makes sense given that a six-month term from now ends in February. Conditions of use are proposed to remain the same, including the condition that the city has the right to access the entirety of the site and will not be responsible for damage to any furnishings, deck space, or other constructs and materials.

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.

✓ **CROSS CONNECTION SHUT OFFS** *(No Change of Status)*

There are a number of water connections identified in the city that have devices in the internal plumbing that require independent testing and verification in order to comply with the state requirements for cross connections. At this point, we have many commercial and residential customers that are out of compliance after two separate notices. The inspector has sent out a service termination notice that gives the customer until December 8<sup>th</sup> to comply. If they do not, they can appear at the December 11, 2023 city council meeting to appeal the decision to terminate service. After that point and depending upon the outcome of any deliberation at the December 11 meeting, the city will be compelled to terminate water service.

This is not something we wish to be pursuing, but the expectations for cross connection are objective and reasonable.

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

✓ **MONTHLY REPORTS** *(Update)*

The standard set of monthly reports are included for your enjoyment.

✓ **OPEB REPORTS** *(Update)*

We have a new report that outlines what the city's Other Post-Employment Benefit obligations are. This amounts to contractual obligations for retiree health care premiums and payments. This number is decreasing and should continue to do so. As we enter 2024, we will have 100% of all employees on defined contribution retiree medical benefits only. This means that the city pays a fixed amount to an employee investment account each month for use on such benefits after separation. This will make all such expenses very predictable and current.

In the meantime, there are a number of retirees that will continue to get their contractual benefits, including some of the police officers that separated in 2017.

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

✓ **PLANNING COMMISSION** *(Update)*

The PC met on August 1<sup>st</sup>. The purpose of the meeting was to hold a public hearing and deliberate on the merits of a Planned Unit Development Overlay for the downtown. The planning commission deliberated on a boundary for the overlay, a massing concept plan for the district, and design guidelines. These changes are intended to attract and promote more dense redevelopment and use of properties in the downtown.

The commission recommended approval of the ordinance, and the city council affirmed the ordinance. There is not any pending business at the moment, but there are some conceptual inquiries for a Meijer out lot and some downtown property changes. I do expect a site plan or two this fall. The next regular meeting is scheduled for September 5, 2023.

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

The DDA meeting for August 10<sup>th</sup> was cancelled due to a lack of quorum. Many members are travelling, and there is still one vacancy that must be filled by a business owner. On the agenda was a proposed budget increase for historical signs so that four could be purchased instead of three. There is also a request for funding to support Jeepers Creekers.

Their next meeting is scheduled for September 14th.

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

The ZBA held their annual meeting, including Advanced ZBA training, on March 14<sup>th</sup>. They selected incumbent, James Packer, for the chair. They replaced the late Robert Plumb with John Gilbert for the vice chair position. Mr. Ron Smith was selected for another term as secretary. There are no pending variances, appeals, or interpretations.

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

There was not an August board meeting due to a lack of agenda items. I suspect the group will meet in September to debrief some events (Art in the Park, Slip and Slide, Bike Race, and Otterburn improvements). They may also be considering pavement markings or other additions to activate the open space between the basketball and tennis courts at Elms Park.

The next meeting is scheduled for September 19th.

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

The July BOR was Tuesday July 18 at 3:00. This session is set aside for Qualified Errors, Disabled Veterans Exemptions and Poverty Exemptions. There were no petitioners. We had a quorum of board members, with the alternate also attending.

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

Routine duties include record management, publications, FOIA request, human resources, payroll approval and everything related to elections.

To my surprise I received an email from Genesee County informing me that Swartz Creek Schools will have a proposal on the November 7, 2023, election. So, looks like we will be having an election this year. I have spent the majority of my time the last 2 weeks helping with the interviewing process for our posted Treasurer & Clerks positions and getting things prepared and ordered for the unexpected November election.

I will be attending the Michigan Association of Municipal Clerks 2023 Member Education Day on August 30<sup>th</sup>. I hope to get a lot of information regarding the 9-day early voting and other Proposal 2 items taking effect for 2024. All the office staff has stepped up and

temporarily taken over extra duties due to Sue Arvoy's resignation and everyone is doing a wonderful job.

As always, please remember to check your mailbox.

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

- ❑ DPS continues to GPS water and sewer assets. This will be ongoing for most of the year as we have time available.
- ❑ Civic Center parking lot is under construction including some sidewalk replacement and curb work. We are expecting paving to be completed in August.
- ❑ SRTS trail project is nearing completion. Asphalt paving is complete and they are finishing up the fence. Final restoration is in progress and they should be wrapped up in the next week or two.
- ❑ Miller Road is underway. Temporary traffic control in place and sawcutting with concrete removals will be starting week of August 14<sup>th</sup>. They are going to remove any curb, sidewalk and driveways on the north side of the road first. Forming, repouring and restoring the northside before moving to the southside. Traffic will be an issue throughout the project especially during school drop off and pick up. We ask for everyone's patience.
- ❑ USDA bid documents are nearing completion. EGLE has made their initial review and requested changes. EGLE is currently reviewing their requested changes. We have no idea when this will be complete. Bidding is to follow.
- ❑ The chassis for our new plow truck was just delivered to Truck and Trailer for upfitting. This usually takes 6-12 weeks depending on their backlog of work. We should see the truck in October in plenty of time for winter maintenance.

✓ **TREASURER UPDATE (Update)**

The auditors from Plante & Moran completed all onsite fieldwork for the FY23 audit as of August 18<sup>th</sup>. Our staff is continuing to work with them on open items as they arise. 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 deposit has been paid for the historical sign project, so things are in the works! We are still going back and forth with the design team a little bit to ensure the narrative is error free and the design looks right. We should still be on track for this to be installed by late September. If I hear anything different, I will report it here. I will also be planning some form of public unveiling and will add details once we have a better idea of when the installation will be complete.

Family Movie Nights: We are almost done with this season! The Super Mario Bros Movie may have had the largest attendance yet. I estimated about 150 total. Some people don't stay for the movie, and that's fine. It was a great turn out. Dungeons and Dragons was rained out earlier this season, with a rain date of Friday, Sept. 1<sup>st</sup>. I'm expecting this to be a decent turnout as well.



As summer activities wind down, I'm starting to think of Fall and Winter activities. I've reached out to the business community and the fire department about ideas they may have. I'm hopeful we can add onto the Christmas Parade with some business centered events.

Previous report: I'm working with the sign company to get the final quote for the entire Cosmos in the Creek/ Trailway signage project moving. Once we have that, we will be launching the crowdfunding campaign. As a reminder, we will have 60 days to raise the funds in order to receive an equal match from MEDC. There will be different donation levels available, including the ability to sponsor a planet, and maybe even the sun! More details to come once we have the finalized budget.

Adam and I met with a potential buyer for the methodist church property. We were able to tour it and discuss the potential of the property with the interested party and the MEDC architect consultant. After that we met with the full MEDC team to look at potential site plans and what the church could be. The site plans are very encouraging and really show how much life the redevelopment could bring to downtown.

Quick social media update: The Downtown Swartz Creek Business and Events page has surpassed 1,000 followers! Within the last 28 days alone the page has reached 7,319 unique accounts.

As of now, it sounds like the entryway signs at Elms Park, and Seymour and Miller Roads may be adopted by willing individuals! More to come on that as it progresses.

The Holland Square project that we'd like to crowdfund with Public Spaces Community Places, although postponed until late winter/ early spring for fundraising, is slowly making progress. Adam received some communication from the architect indicating that he may be able to start drawings sooner than we had anticipated.

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

### ✓ **RAIL SAFETY WEEK** (*Business Item*)

We have a request from CN Rail to approve a proclamation for rail safety week. The specifics are in the resolution. Given the presence of rail in the community and some of the past incidents, this topic is defiantly worth promoting. The proclamation is included in the packet.

### ✓ **CLERK AND TREASUER APPOINTMENTS** (*Business Item*)

As we have noted that our treasurer and clerk are retiring this year, with Deanna leaving on October 31, 2023, and Connie on December 31, 2023. We have posted these duties and have been interviewing candidates that we believe can fulfill the needs of both vacancies.

After reviews and interviews of numerous candidates for both positions, I have extended conditional offers to Mrs. Renee Kraft to fill the position of Clerk and Mrs. Amy Nichols to fill the position of Treasurer. Note that the office manager's duties are expected to fall to another position temporarily, until one of the new department heads is ready and willing to perform these duties.

Mrs. Kraft is currently a Deputy Clerk for a municipality in Oakland County. She is certified as a Clerk and has many years of experience performing standard duties. We find her to be competent and able to fill the role with integrity and zeal. She specializes in elections, which will be very useful as we adapt to new election provisions in Michigan.

Mrs. Nichols has experience working as a former Administrative Assistant with the City. She departed many years ago and has worked in increasingly responsible roles in government since, rising to Deputy Treasurer for Shiawassee County. She is certified for these duties, has outstanding direct experience with our own operations, and should fit the role well.

Both employees can tentatively start on September 5<sup>th</sup> (pending a number of tests), and they will both be able to work directly with their respective predecessors to attune to the role and acquire direct training in specific job duties.

Note that Connie is willing to stay on with the city. This is most welcome and plausible because we will soon be posting the Administrative job that Susan Arvoy retired from in July. Should Connie fill this role, we will maintain a valuable knowledge legacy and greater degree of stability across the entire front office.

Agreements and resolutions to affirm these hires are in the packet. Please note that wages will be expected to be adjusted for both inflation AND recognition of job proficiency on July 1, 2024, so that the new employees compensation will better reflect current compensation and market conditions. Affirmation of the hires by resolution is required by City Charter Section 4.2. I ask the council to affirm the appointments and approve the agreements.

✓ **KWA UPDATE (Update)**

The Karegnondi Water Authority approved a budget for the fiscal year 2024. They are refinancing some bonds and seeing good interest returns. As such, their commodity charge is dropping (this has occurred six times in seven years). With the commodity charge lower, the Genesee County Drain Commission, Water and Waste Services Division, expects to maintain their rates to wholesale customers like the city.

✓ **COMPENSATION COMMISSION (Update)**

This group is due to meet this fall and make their recommendation on city council compensation. Though not required, we also ask them to review and recommend compensation for Zoning Board of Appeals, Board of Review, and Election Workers. I will report their findings. They usually recommend inflationary increases. They have also reworked stipends to account for technology needs in recent years.

✓ **ASSESSING CONTRACT (Update)**

Included with the agenda is the renewal of the city assessor's contract. The scope of work and other terms remains the same as last year. The renewal includes a 5% price increase, which equals the inflationary increase that the state tax commission allowed to the city's taxable value for Tax Day, December 31, 2022. This places the service at \$33,016.80 annually (\$2,751.40 monthly). Previous charges were \$31,444.56 annually (\$2,620.38 monthly).



Note that the 2019 agreement required office hours at the city offices one day a week. This has been difficult and, at times impossible, under COVID regulations. In exchange for a 5% reduction for the 2020 period, we have negotiated removal of routine office hours. This arrangement has worked well with and without COVID restrictions. I recommend we continue.

I am very pleased with the performance and results experienced with Legacy, and I recommend we continue using their services for the next year. Mrs. MacDermaid functions like a long-standing staff member and official. She is very well-versed in her trade, our local circumstances, and the city tax roll.

This is NOT currently an agenda item. If information or a presentation from Chief Plumb is expected, then it can be added. If the council wishes to hold discussion anyway, please do not hesitate to add this to business.

✓ **ALLEY DISCUSSION (*Business Item*)**

As noted, the school is looking to reuse the Mary Crapo site, likely for athletic fields. Doing so will require efficient use of every square inch of land. With that said, the school would like the city to vacate the existing alley to them so they can create a more efficient site plan. I am including their letter, along with an aerial plat map and a street view of the site. The city can abandon the alley by resolution. There will likely be a 'quiet title' process to affect the transfer, should the city council agree to do so. It appears the issuing deed or plat may not be sufficient for a standard transaction. I will see if Chris Stritmatter can be on hand to explain the process more clearly, as he has been through this before.

This is a discussion item only.

✓ **FIRE DEPARTMENT BUDGET (*Business Item*)**

I am including materials from the August 21, 2023, Fire Board meeting, mostly pertaining to the draft budget and equipment purchasing schedule. I am not certain if Chief Plumb will be joining us on the 28<sup>th</sup>, but I certainly expect him to present the budget and related findings to the council soon.

Please take a look at the 2024 Budget/Apparatus Replacement Schedule section of the Fire Chief's Report. As you can see from this and the draft budget instrument, there are some hefty increases proposed for both. The 2024 fiscal year (calendar year) budget for the FD is expected to be up 22.5%. This could be mitigated by equipment sales that generate additional revenue and/or grants. Clearly, this is a massive jump and not sustainable. However, the crux of the issue is not so much a matter of operating as it is equipment purchases, largely the replacement of jaws of life.

With that said, I think the conversation about fire funding for this year and the coming years' apparatus distils down to equipment expenses. The city is still paying off the pumper truck that was ordered previously. However, new needs are being put forth in the form of smaller needs like the jaws of life and the larger needs, such as the ladder apparatus (2028 delivery at estimated \$1,500,000).

These needs are not able to be supported by our current budget and long-term plans for apparatus support through the Fire Equipment Fund. Close scrutiny of the needs and

options with Fire Department staff is required to determine a course of action. Ultimately, a long-term plan for all equipment needs is required to be planned, adopted, and funded. This MAY result in the ability to acquire the stated apparatus, If the timeline for that specific unit and other needs permits enough payments into the fund prior to delivery/final payment date. It is also crucial that other needs do not present themselves during the savings or payoff period as these would be without a funding source of their own, be it within the operating budget or equipment fund.

At any rate, I suspect our delegates to the Fire Board will have some information to add to this conversation. I also expect Chief Plumb and/or his staff to have more details on the service need and how a ladder truck fits in to that. I have been liaising with Mr. Spillane with Clayton Township, but their disposition to the proposed budget and future apparatus purchase is not yet know to us. Though I suspect they are facing the same revenue limitations that we are.

### **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. As of writing, I am not sure this is going to be worked out.

*2023 Election:* Surprise! There will be an election in 2023 after all! The school will be seeking renewal of the non-homestead state operating tax this November.

*DPW Equipment:* The dump will be listed upon delivery of the replacement. We cut the check for the new chassis this week. We are looking to list one of the surplus backhoes as well.

*Mobile Phone Service:* Verizon service has been declining for years in the city. We find ourselves unable to conduct business reliability, especially when taking GPS coordinates, which must be taken with service in the exact position. We are looking to switch carriers and have two other service provider phones operating as a test.

**City of Swartz Creek  
RESOLUTIONS  
Regular Council Meeting, Monday, August 28, 2023, 7:00 P.M.**

**Motion No. 230828-4A**                      **MINUTES – AUGUST 14, 2023**

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

**I Move** the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, August 14, 2023, to be circulated and placed on file.

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

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

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

**Motion No. 230828-5A**                      **AGENDA APPROVAL – AUGUST 28, 2023**

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

**I Move** the Swartz Creek City Council approve the Agenda as presented / printed / amended for the Regular Council Meeting of August 28, 2023, to be circulated and placed on file.

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

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

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

**Motion No. 230828-6A**                      **CITY MANAGER’S REPORT**

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

**I Move** the Swartz Creek City Council accept the City Manager’s Report of August 28, 2023 including reports and communications, to be circulated and placed on file.

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

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

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

**Resolution No. 230828-8A**                      **RESOLUTION TO APPROVE THE AMENDMENT OF THE  
GENESEE COUNTY SOLID WASTE MANAGEMENT PLAN**

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

**WHEREAS**, the plan was prepared pursuant to the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, Part 115, Solid Waste Management, and its Administrative Rules by the Solid Waste Management Planning Committee and the staff of the Genesee County Metropolitan Planning Commission; and

**WHEREAS**, the proposed amendment to the Genesee County Solid Waste Management Plan has been approved by the Solid Waste Management Planning Committee and the Genesee County Board of Commissioners; and

**WHEREAS**, the members of the Council have had an opportunity to review the Plan amendment and have determined the proposed Plan amendment is acceptable; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Swartz Creek City Council of the County of Genesee, Michigan, that the proposed Amendment to the Genesee County Solid Waste Management Plan is an acceptable amendment to the current Plan; and is hereby approved.

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

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

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

**Resolution No. 2308258-8B      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 Miller Road (including 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 August 21, 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 one year.

**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: \_\_\_\_\_

**Resolution No. 230828-8C**

**RESOLUTION TO APPROVE THE CITY CLERK PROFESSIONAL SERVICE AGREEMENT**

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

**WHEREAS**, section 4.2 of the City Charter provides that the appointive office of Clerk shall be filled by the City Manager with approval of the City Council; and

**WHEREAS**, section 7.3 of the City Charter provides for the fundamental duties of the Clerk; and

**WHEREAS**, the City and the Clerk have established terms and conditions for employment with as documented in a Professional Services Agreement between the City of Swartz Creek and the Connie Olger, current City Clerk; and

**WHEREAS**, the current City Clerk will be retiring, effective at the end of December 31, 2023, necessitating the transfer of routine an official duties to another qualified individual; and

**WHEREAS**, Mrs. Kraft and the City have come to an agreement on specific terms and conditions regarding the city's appointment of her to the office of Clerk.

**NOW, THEREFORE BE IT RESOLVED** that the City of Swartz Creek approve the Agreement between the City of Swartz Creek and Renee Kraft as included herein, and further authorize the Mayor and City Clerk Mrs. Olger to execute the agreement on behalf of the City.

**BE IT RESOLVED** that the City of Swartz Creek City Council authorizes and directs the City Manager to oversee the phased and official transfer of duties from Mrs. Olger to Mrs. Kraft, as is practical and prudent, commencing September 5, 2023 and concluding by December 31, 2023.

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

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

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

**Resolution No. 230828-8D**

**RESOLUTION TO APPROVE THE TREASURER PROFESSIONAL SERVICE AGREEMENT**

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

**WHEREAS**, section 4.2 of the City Charter provides that the appointive office of Treasurer shall be filled by the City Manager with approval of the City Council; and

**WHEREAS**, section 7.4 of the City Charter provides for the fundamental duties of the Treasurer; and

**WHEREAS**, the City and the Treasurer have established terms and conditions for employment with as documented in a Professional Services Agreement between the City of Swartz Creek and the Deanna Korth, current Treasurer; and

**WHEREAS**, the current City Treasurer will be retiring, effective at the end of October 31, 2023, necessitating the transfer of routine an official duties to another qualified individual; and

**WHEREAS**, Mrs. Nichols and the City have come to an agreement on specific terms and conditions regarding the city's appointment of her to the office of Treasurer.

**NOW, THEREFORE BE IT RESOLVED** that the City of Swartz Creek approve the Agreement between the City of Swartz Creek and Amy Nichols as included herein, and further authorize the Mayor and City Clerk Olger to execute the agreement on behalf of the City.

**BE IT RESOLVED** that the City of Swartz Creek City Council authorizes and directs the City Manager to oversee the phased and official transfer of duties from Mrs. Korth to Mrs. Nichols, as is practical and prudent, commencing September 5, 2023 and concluding by October 31, 2023.

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

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

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

**Proclamation No. 230828-8E      PROCLAMATION TO RECOGNIZE NATIONAL RAIL SAFETY WEEK**

**WHEREAS**, Rail Safety Week is to be held across the U.S. from September 18 to 24, 2023; and

**WHEREAS**, 2,194 rail grade crossing collisions resulted in 803 personal injuries and were responsible for 274 fatalities in the United States during 2022; and

**WHEREAS**, 1,208 pedestrian trespassing casualties have occurred in the United States resulting in 658 pedestrians being killed and another 550 injured while trespassing on railroad property rights of way during 2022; and

**WHEREAS**, educating and informing the public about rail safety (reminding the public that railroad right of ways are private property, enhancing public awareness of the dangers associated with highway rail grade crossings, ensuring pedestrians and motorists are looking and listening while near railways, and obeying established traffic laws will reduce the number of avoidable fatalities and injuries cause by incidents involving trains and citizens; and

**WHEREAS**, the International Association of Chiefs of Police, National Operation Lifesaver, United States Department of Transportation, and all local, state, county, and railroad law enforcement officers, first responders, and railroad corporations commit to partnering together in an effort to educate at a national level all aspects of railroad safety, to enforce applicable laws in support of National Rail Safety Week.

**THEREFORE**, I, Mayor David A. Krueger, do hereby attest my full support proclaiming September 18th to 24th, 2023, National Rail Safety Week and I encourage all citizens to recognize the importance of rail safety education.

**Resolution No. 230828-8F      RESOLUTION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH LEGACY ASSESSING SERVICES, INC.**

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

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

**AGREEMENT FOR PROFESSIONAL ASSESSOR SERVICES**

This Agreement ("Agreement"), made and entered into this \_\_\_\_ day of September, 2023 by and between the **City of Swartz Creek**, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek Michigan 48473 ("City") and, **Legacy Assessing Services, Inc.**, 110 Mill St, P.O. Box 489, Fenton Michigan 48430 ("Legacy").

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

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

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

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

**SECTION I: BASIC SERVICES OF LEGACY**

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

**1.1 General Duties:**

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

**1.2 Office Hours/Availability:**

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

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

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

**1.3 Public Relations/Customer Service:**

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



their tax assessment-related concerns. Phone calls and answers to emails and faxes will be responded to in a timely manner, with every effort made to respond to same within 24 hours of receipt by Legacy Assessing Services, Inc..

**1.4 New Construction/Loss Adjustment:**

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

**1.5 Economic Condition Factors (ECF):**

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

**1.6 "Proposal A" Requirements:**

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

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

**1.7 Assessment Roll Preparation and Records:**

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

**1.8 Reports:**

The City may require Legacy Assessing Services, Inc. to prepare periodic reports and/or address the City Council regarding the overall activities, progress, problems and corrective measures regarding the various aspects of the duties of Legacy Assessing Services, Inc., under this Agreement. The City shall have the right at any time to require Legacy Assessing Services, Inc. to make available to the City, within 48 hours of notice being provided, all records and documents developed and maintained by Legacy Assessing Services, Inc. under the terms of this Agreement for review and/or audit. All time spent in the preparation and presentation of such reports or in gathering and making information available to City by Legacy Assessing Services, Inc. shall be deemed a part of the services contracted under the terms and provisions of this Agreement.

**1.9 Board of Review:**

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

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

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

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

**1.10 Sales and Appraisal Studies:**

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

**1.11 Forms:**

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

**1.12 Defense of Appeals:**

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

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

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

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

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

**1.13 Reappraisal Program:**

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

**1.14 Personal Property Statements, Canvas and Audits:**

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

**1.15 Equalization Increases:**

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

**1.16 Land Division Applications:**

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

**1.17 Assessor Certification:**

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

**1.18 Transportation and Equipment:**

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

**1.19 Indemnification/Employment:**

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

**1.20 Preparation of DDA and Reporting:**

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

**1.21 Assessor’s Recommendations:**

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

**1.22 Security of Information:**

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

**1.23 Optional Services:**

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

**SECTION II: TERM OF AGREEMENT**

**2.1 Contract Period:**

Legacy Assessing Services, Inc. shall commence performance of the services herein required on October 1, 2023. Unless sooner terminated, this Agreement shall, by its terms, expire September 30, 2024.

**2.2 Mutual Right of Termination:**

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

**2.3 Termination for Cause or Breach:**

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

**2.4 Notice of Termination:**

Upon receipt of notice of termination or upon termination of this Agreement by expiration of its term, Legacy Assessing Services, Inc. shall immediately deliver to the City the originals and original copies of all data, paper and computer files, drawings, specifications, reports, value estimates, summaries and other information and materials as may have been accumulated by Legacy Assessing Services, Inc. in performing this Agreement, whether completed or in process and same shall be in unaltered form, readable by the City. In the event of the failure or refusal of Legacy Assessing Services, Inc. to forthwith deliver the above referenced materials, documents and files, City may seek a Circuit Court order compelling the production of same forthwith, and Legacy Assessing Services, Inc. herein expressly waives

notice of hearing thereon agreeing that a mandatory injunction may immediately issue due to the fact that the failure to receive the stated materials, documents and files will result in irreparable harm to the City without leaving the City an adequate remedy at law, thereby entitling the City to an immediate judgment in its favor in this regard. The City shall be entitled to damages from Legacy Assessing Services, Inc. for any information, materials or documents that are turned over to the City in unusable or altered form.

## **2.5 Amendment/Renegotiation:**

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

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

## **SECTION III: PAYMENT**

### **3.1 Compensation for Basic Services:**

During the term of this Agreement, the City agrees to pay to Legacy Assessing Services, Inc., for performance of the Basic Services set forth in Section I of this Agreement, an amount equal to \$33,016.80 yearly (thirty-three thousand, sixteen dollars, eighty cents). Legacy Assessing Services, Inc. shall invoice the City an amount equal to \$2,751.40 on a monthly basis, net due 20 days.

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

In the event this Agreement is terminated pursuant to Paragraph 2.2, the City shall pay Legacy Assessing Services, Inc. to the date of termination on a prorated daily basis for any part of a month for which services have been rendered by Legacy Assessing Services, Inc. and for which no compensation has been received.

## **SECTION IV: CITY RESPONSIBILITIES**

### **4.1 Basic Data:**

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

### **4.2 Office Equipment:**

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

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

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

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

**4.3 Computer:**

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

**4.4 Map Maintenance/Tax Roll Printing:**

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

**4.5 Office Supplies:**

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

**4.6 Existing ECF Areas:**

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

**4.7 Preparation of DDA and Reporting:**

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

**4.8 Legal Counsel:**

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

**SECTION V: RE-APPRAISAL, NON-BASIC SERVICES**

**5.1 Additional Services (Pricing/Reappraisal):**

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

**5.2 Implementation/Responsibility:**

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

## **SECTION VI: MISCELLANEOUS PROVISIONS**

### **6.1 Relationship Between City and Assessor:**

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

### **6.2 Indemnification/Insurance:**

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

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

### **6.3 Non-Assignability:**

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

### **6.4 Professional Standards:**

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

**6.5 Ownership of Documents:**

All documents, data, drawings, specifications, photographs, property cards, summaries, accounts, reports, software applications and other information, products or materials produced or held by Legacy Assessing Services, Inc., of whatsoever nature or type, in connection with this Agreement shall be the sole property of the City with the City having sole and exclusive right, title and interest in any and all records, compilation, documents, papers, maps or manuscripts pertaining to or prepared pursuant to this Agreement. All of the foregoing shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if any of the foregoing, prepared by Legacy Assessing Services, Inc., are used for purposes other than those intended by this Agreement, the City does so at its sole risk and agrees to hold Assessor harmless for such use. All services performed under this Agreement shall be conducted solely for the benefit of the City and will not be used for any other purpose by Legacy Assessing Services, Inc. without written consent of the City. Any information relating to the services shall not be released without the written permission of the City. Legacy shall act and preserve the confidentiality of all City documents and data accessed for use in Legacy Assessing Services, Inc. work products to the extent allowed or required by law. Any requests for information under the Freedom of Information Act shall be immediately forwarded to the City Manager for a proper determination of the response to be provided.

**6.6 Validity:**

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

**6.7 Survival:**

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

**6.8 Controlling Law/Venue:**

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

**6.9 Authorization:**

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

***(Signature Page Follows)***



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

**CITY OF SWARTZ CREEK, MICHIGAN:**

**LEGACY ASSESSING SERVICES, INC.**

By: \_\_\_\_\_  
**David A. Krueger, Mayor**

By: \_\_\_\_\_  
**Heather MacDermaid, Partner**

By: \_\_\_\_\_  
**Connie Olger, City Clerk**

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

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CHAPTER 9. TAXATION\*

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

Section 9.1. Power to tax--Tax limit.

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

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

Section 9.2. Subjects of taxation--Tax procedure.

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

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

Section 9.3. Exemptions.

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

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

Section 9.4. Tax day.

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

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

Section 9.5. Personal property--Jeopardy assessment.

If the Treasurer finds or reasonably believes that any person who is, or may be, liable for taxes upon personal property, the taxable situs of which was in the city on tax day, intends to depart or has departed from the city; or to remove or has removed therefrom personal property which is, or may be, liable for taxation; or to conceal or conceals himself or

his property; or does any other act tending to prejudice, or to render wholly or partly ineffectual the proceedings to collect such tax, he shall proceed to collect the same as a jeopardy assessment in the manner provided by law.

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

#### Section 9.6. Preparation of the assessment roll.

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

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

#### Section 9.7. Board of Review.

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

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

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

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

#### Section 9.8. Duties and functions of Board of Review.

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

#### Section 9.9. Meetings of Board of Review.

(a) The Board of Review shall convene at 9:00 o'clock a.m. on the third Monday in March in each year at a place designated by the Council, or on such other date as may subsequently be required by law for the meeting of boards of review in cities, and shall meet at the same time and continue in session from day to day for not less than three days for the purpose of considering the assessment roll of the city.

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

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

#### Section 9.10. Notice of meetings.

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

#### Section 9.11. Certification of roll.

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

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

Section 9.12. Validity of assessment roll.

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

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

Section 9.13. Clerk to certify levy.

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

Section 9.14. City tax roll.

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

Section 9.15. Taxes a debt and lien.

The taxes on real and personal property shall become a debt to the city from the owner or person otherwise to be assessed, on the tax day provided by law. The amounts assessed on any interest in real property shall become a lien upon such real property on the first day of July next subsequent to the tax day, and shall so remain, until paid. Said tax liens shall take precedence over all other claims, encumbrances, and liens upon said personal property whatsoever, whether created by chattel mortgage, title retaining contract, execution, or upon any other final process of a court, attachment, replevin, judgment, or otherwise, and no transfer of personal property assessed for taxes shall operate to divest or destroy such lien, except where such property is actually sold in the regular course of retail trade.

Section 9.16. Tax roll certified for collection.

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

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

Section 9.17. Tax payment date.

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

Section 9.18. Taxes due--Notification thereof.

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

Section 9.19. Tax payment schedule.

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

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

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

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

Section 9.21. State, county and school taxes.

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

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

Section 9.22. Protection of city lien.

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

Section 9.23. Collection of delinquent taxes.

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

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

(2) If no ordinance is in effect pursuant to subsection (1) of this section, such taxes shall be returned to the County Treasurer, to the extent and in the same manner and with like effect as provided by law for returns by township

treasurers of township, school and county taxes. Such returns shall include all the additional assessments, charges, fees, penalties, and interest hereinbefore provided, which shall be added to the amount assessed in said tax roll against such property or person. The taxes thus returned shall be collected in the same manner as other taxes returned to the County Treasurer are collected, in accordance with law, and shall be and remain a lien upon the property against which they are assessed until paid.

Section 9.24. Disposition of real property held by city.

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

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

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

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

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

**Motion No. 230828-11A**

**ADJOURN**

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

**I Move** the Swartz Creek City Council adjourn the regular council meeting of August 28, 2023.

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

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

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

**CITY OF SWARTZ CREEK  
SWARTZ CREEK, MICHIGAN  
MINUTES OF THE REGULAR COUNCIL MEETING  
DATE 08/14/2023**

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

Invocation and Pledge of Allegiance.

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

Councilmembers Absent: Krueger.

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

Others Present: Jim Barclay, Metro PD Chief Bade, Josh Pfeiffer

Others Virtually Attended: Lania Rocha, Jenni Wolgast, Jeff Aronoff.

**EXCUSE MAYOR KRUEGER**

**Resolution No. 230814-01**

**(Carried)**

Motion by Councilmember Cramer  
Second by Councilmember Henry

**I Move** the Swartz Creek City Council excuse Mayor Krueger.

YES: Spillane, Gilbert, Hicks, Knickerbocker, Henry, Cramer.  
NO: None. Motion declared carried.

**APPROVAL OF MINUTES**

**Resolution No. 230814-02**

**(Carried)**

Motion by Councilmember Spillane  
Second by Councilmember Gilbert

**I Move** the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday July 24, 2023, to be circulated and placed on file.

YES: Gilbert, Hicks, Knickerbocker, Cramer, Spillane.  
NO: Henry. Motion Declared Carried.

## **APPROVAL OF AMENDED MINUTES**

### **Resolution No. 230814-03**

**(Carried)**

Motion by Councilmember Henry  
Second by Councilmember Cramer

**I Move** the Swartz Creek City Council approve the amended Minutes of the Regular Council Meeting held Monday July 24, 2023, to be circulated and placed on file. Corrections are the addition of Kelley Collette to others present , correction of the spelling of her first name and the addition of the word marijuana in the first public meeting comments.

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

## **APPROVAL OF AGENDA**

### **Resolution No. 230814-04**

**(Carried)**

Motion by Councilmember Henry  
Second by Councilmember Gilbert

**I Move** the Swartz Creek City Council approve the Agenda as amended for the Regular Council Meeting of August 14, 2023, to be circulated and placed on file.

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

## **CITY MANAGER'S REPORT**

### **Resolution No. 230814-05**

**(Carried)**

Motion by Councilmember Cramer  
Second by Councilmember Gilbert

**I Move** the Swartz Creek City Council accept the City Manager's Report of August 14, 2023, including reports and communications to be circulated and placed on file.

Discussion Ensued.

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

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



Jim Barclay 8420 Cappy Lane, was very upset with the way the letter read that he received from Hydro Corp. He called them to set up an appointment and they would never answer the phone.

Mayor Pro Tem Hicks asked Mr. Zettel if there was any other company that performs the cross-connection inspections. He responded he is not aware of any, but he will look into it.

**COUNCIL BUSINESS:**

**RESOLUTION TO APPROVE AN EXPANDED USE RESERVATION AND PARK FEE/DEPOSIT WAIVER FOR USE OF OTTERBURN PARK FOR A NON-PROFIT BIKE RACE**

**Resolution No. 230814-06**

**(Carried)**

Motion by Councilmember Gilbert  
Second by Councilmember Cramer

**WHEREAS**, the City of Swartz Creek requires park usage reservations and fees in accordance with adopted rules and regulations; and

**WHEREAS**, the Greater Flint Athletic Club is proposing an expanded park use reservation for Otterburn Park on Sunday, September 17, 2023 for the purpose of holding an off road bike race; and

**WHEREAS**, the group is a recognized non-profit operating in Swartz Creek that meets the requirements for an expanded use reservation; and

**WHEREAS**, the city park rules and regulations states that “fees may be waived in full if reservations by a non-profit are found to result in a public benefit directly or if proceeds from the reserved event are found to be a benefit to the city.”; and

**WHEREAS**, the City Council finds the GFAC to be a qualifying group with a qualifying activity.

**NOW, THEREFORE, BE IT RESOLVED**, the Swartz Creek City Council hereby approves the expanded use reservation of the Greater Flint Athletic Club and waives all applicable fees for the September 17, 2023 reservation in Otterburn Park, subject to submission of required insurance.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

**RESOLUTION TO APPROVE ISSUANCE OF GENERAL OBLIGATION BONDS FOR THE PURPOSE OF STREET RECONSTRUCTION**

**Resolution No. 230814-07**

**(Carried)**

Motion by Councilmember Knickerbocker  
Second by Councilmember Cramer

**WHEREAS**, the City does hereby determine that it is necessary to pay all or part of the costs of certain capital improvements in the City, consisting of road improvements, including all related equipment, appurtenances and attachments (the "Project"); and

**WHEREAS**, to finance the cost of the Project, the City Council deems it necessary to borrow the principal amount of not to exceed Eight Million Dollars (\$8,000,000) and issue capital improvement bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended ("Act 34") to pay the cost of the Project; and

WHEREAS, a notice of intent for bonds was published in accordance with Act 34 which provides that the capital improvement bonds may be issued without a vote of the electors of the City unless a proper petition for an election on the question of the issuance of the bonds is filed with the City Clerk within a period of forty-five (45) days from the date of publication and no such petition was filed.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Authorization of Bonds; Bond Terms. Bonds of the City designated **2023 CAPITAL IMPROVEMENT BONDS (LIMITED TAX GENERAL OBLIGATION)** (the "Bonds") are hereby authorized to be issued in the aggregate principal sum of not to exceed Eight Million Dollars (\$8,000,000) for the purpose of paying the cost of the Project and costs of issuance of the Bonds. The issue shall consist of bonds in fully-registered form of the denomination of \$5,000, or multiples thereof not exceeding for each maturity the maximum principal amount of that maturity, numbered consecutively in order of registration, dated as of the date of delivery, or such other date as determined by the City Manager or Treasurer (each an "Authorized Officer"), at the time of sale of the Bonds. The Bonds shall bear interest, mature and be payable at the times and in the manner set forth in Sections 6 and 7 hereof and as shall be finally determined by an Authorized Officer at the time of sale of the Bonds; provided, however, that the final maturity date of the Bonds shall be not later than November 1, 2035.

The Bonds shall be sold at public sale at a price not less than 99% of the principal amount thereof.

The Bonds shall be subject to redemption prior to maturity in the manner and at the times and prices set forth in Sections 6 and 7 hereof and if term bonds are selected by the original purchaser

of the Bonds, then the Bonds will be subject to mandatory redemption in accordance with the foregoing referenced maturity schedule at par.

Interest shall be payable to the registered owner of record as of the 15th day of the month prior to the payment date for each interest payment. The record date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the City to conform to market practice in the future. Interest shall be payable to the registered owner of record as of the 15th day of the month preceding the payment date for each interest payment. The principal of the Bonds shall be payable at the principal corporate trust office of UMB BANK, N.A., Grand Rapids, Michigan, who is hereby selected to act as transfer agent for the Bonds (the "Transfer Agent"), or such other bank or trust company selected by the City prior to the publication of the notice of sale for the Bonds as the transfer agent for the Bonds. The Bonds may be issued in book-entry only form through The Depository Trust Company in New York, New York ("DTC") and the City Treasurer is authorized to execute such custodial or other agreement with DTC as may be necessary to accomplish the issuance of the Bonds in book-entry only form and to make such changes in the Bond Form within the parameters of this resolution as may be required to accomplish the foregoing.

2. Execution of Bonds. The Bonds of this issue shall be executed in the name of the City with the manual or facsimile signatures of the Mayor and the City Clerk and shall have the seal of the City, or a facsimile thereof, printed or impressed on the Bonds. No Bond executed by facsimile signature shall be valid until authenticated by an authorized officer or representative of the Transfer Agent. The Bonds shall be delivered to the Transfer Agent for authentication and be delivered by the Transfer Agent to the purchaser or other person in accordance with instructions from the City Treasurer upon payment of the purchase price for the Bonds in accordance with the bid therefor when accepted.

3. Transfer of Bonds. The Transfer Agent shall keep the books of registration for this issue on behalf of the City. Any Bond may be transferred upon such registration books by the registered owner of record, in person or by the registered owner's duly authorized attorney, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Transfer Agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount. The Transfer Agent shall require the payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer.

Unless waived by any registered owner of Bonds to be redeemed, official notice of redemption shall be given by the Transfer Agent on behalf of the City. Such notice shall be dated and shall contain at a minimum the following information: original issue date; maturity dates; interest rates; CUSIP numbers, if any; certificate numbers (and in the case of partial redemption) the called amounts of each certificate; the place where the Bonds called for redemption are to be surrendered for payment; and that interest on the Bonds or portions thereof called for redemption shall cease to accrue from and after the redemption date.

In addition, further notice shall be given by the Transfer Agent in such manner as may be required or suggested by regulations or market practice at the applicable time, but no defect in such further

notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed herein.

4. Limited Tax Pledge; Debt Retirement Fund; Defeasance of Bonds. The City hereby pledges its limited tax full faith and credit for the prompt payment of the Bonds. The City shall, each year budget the amount of the debt service coming due in the next fiscal year on the principal of and interest on the Bonds and shall advance as a first budget obligation from its general funds available therefor, or, if necessary, levy taxes upon all taxable property in the City subject to applicable constitutional, statutory and charter tax rate limitations, such sums as may be necessary to pay such debt service in said fiscal year.

The City Treasurer is authorized and directed to open a depository account with a bank or trust company designated by the City Council, to be designated 2023 CAPITAL IMPROVEMENT BONDS DEBT RETIREMENT FUND (the “Debt Retirement Fund”), the moneys to be deposited into the Debt Retirement Fund to be specifically earmarked and used solely for the purpose of paying principal of and interest on the Bonds as they mature.

In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier optional redemption, the principal of, premium, if any, and interest on the Bonds, shall be deposited in trust, this resolution shall be defeased and the owners of the Bonds shall have no further rights under this resolution except to receive payment of the principal of, premium, if any, and interest on the Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Bonds as provided herein.

5. Construction Fund; Proceeds of Bond Sale. The City Treasurer is authorized and directed to open a separate depository account with a bank or trust company designated by the City Council, to be designated 2023 CAPITAL IMPROVEMENT BONDS CONSTRUCTION FUND (the “Construction Fund”), and deposit into said Construction Fund the proceeds of the Bonds less accrued interest, if any, which shall be deposited into the Debt Retirement Fund. The amounts specified by an Authorized Officer at the time of sale of the Bonds from the net proceeds of sale of the Bonds (including proceeds of the good faith deposit received at the time of sale) shall be deposited to the appropriate account in the Construction Fund to be used to pay for the Project and the costs of issuance of the Bonds. Except for investment pending disbursement and as herein provided, the moneys in each account in the Construction Fund shall be used solely to pay the costs of the Project, the costs of issuance of the Bonds, as such costs become due and payable and, as may be necessary, to rebate arbitrage earnings, if any, to the United States Department of Treasury as required by the Internal Revenue Code of 1986, as amended (the “Code”).

6. Bond Form. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA  
STATE OF MICHIGAN  
COUNTY OF GENESEE

CITY OF SWARTZ CREEK

2023 CAPITAL IMPROVEMENT BOND  
(LIMITED TAX GENERAL OBLIGATION)

<u>Interest Rate</u> ____ %	<u>Maturity Date</u> November 1, _____	<u>Date of Original Issue</u> _____, 2023	<u>CUSIP</u>
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Registered Owner:

Principal Amount:                      Dollars

The City of Swartz Creek, County of Genesee, State of Michigan (the “City”), acknowledges itself to owe and for value received hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America, on the Maturity Date specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon (computed on the basis of a 360-day year consisting of twelve 30-day months) from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on May 1, 2024 and semiannually thereafter. Principal of this bond is payable at the designated corporate trust office of UMB BANK, N.A., Grand Rapids, Michigan, or such other transfer agent as the City may hereafter designate by notice mailed to the registered owner not less than sixty (60) days prior to any interest payment date (the “Transfer Agent”). Interest on this bond is payable to the registered owner of record as of the fifteenth (15th) day of the month preceding the interest payment date as shown on the registration books of the City kept by the Transfer Agent by check or draft mailed to the registered owner of record at the registered address. For prompt payment of this bond, both principal and interest, the full faith, credit and resources of the City are hereby irrevocably pledged.

This bond is one of a series of bonds of even Date of Original Issue aggregating the principal sum of \$ \_\_\_\_\_, issued for the purpose of paying the cost of certain capital improvements for the City. This bond is issued under the provisions of Act 34, Public Acts of Michigan, 2001, as amended, and a duly adopted resolution of the City.

Bonds of this issue maturing in the years 2024 to 2031, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds of this issue in multiples of \$5,000 maturing in the year 2032 and thereafter shall be subject to redemption prior to maturity, at the option of the City, in any order of maturity and by lot within any maturity, on any date on or after November 1, 2031, at par and accrued interest to the date fixed for redemption.

[Insert Term Bond redemption provisions, if necessary.]

In case less than the full amount of an outstanding bond is called for redemption, the Transfer Agent, upon presentation of the bond called in part for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given to the registered owner of any bond or portion thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption

to the registered address of the registered owner of record. A bond or portion thereof so called for redemption shall not bear interest after the date fixed for redemption provided funds are on hand with the Transfer Agent to redeem said bond or portion thereof.

This bond is transferable only upon the registration books of the City kept by the Transfer Agent by the registered owner of record in person, or by the registered owner's attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new registered bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolution authorizing this bond and upon the payment of the charges, if any, therein prescribed.

This bond, including the interest thereon, is payable as a first budget obligation from the general funds of the Issuer, and the Issuer is required, if necessary, to levy ad valorem taxes on all taxable property in the Issuer for the payment thereof, subject to applicable constitutional, statutory and charter tax rate limitations.

It is hereby certified and recited that all acts, conditions and things required by law to be done, precedent to and in the issuance of this bond and the series of bonds of which this is one, exist and have been done and performed in regular and due form and time as required by law, and that the total indebtedness of the City, including this bond and the series of bonds of which this is one, does not exceed any constitutional, statutory or charter debt limitation.

This bond is not valid or obligatory for any purpose until the Transfer Agent's Certificate of Authentication on this bond has been executed by the Transfer Agent.

IN WITNESS WHEREOF, the City, by its City Council, has caused this bond to be signed in its name with the facsimile signatures of its Mayor and its City Clerk and a facsimile of its corporate seal to be printed hereon, all as of the Date of Original Issue.

CITY OF SWARTZ CREEK  
County of Genesee  
State of Michigan

By \_\_\_\_\_

Its Mayor

(SEAL)

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

Its City Clerk

(Form of Transfer Agent's Certificate of Authentication)

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described herein.

Transfer Agent

By \_\_\_\_\_  
Authorized Signatory

Authentication Date: \_\_\_\_\_, 2023

[Bond printer to insert form of assignment]

7. Notice of Sale. The City Clerk is authorized to fix a date of sale for the Bonds and to publish a notice of sale of the Bonds in *The Bond Buyer*, New York, New York, which notice of sale shall be in substantially the following form:



OFFICIAL NOTICE OF SALE

\$6,400,000\*

CITY OF SWARTZ CREEK  
COUNTY OF GENESEE, STATE OF MICHIGAN  
2023 CAPITAL IMPROVEMENT BONDS  
(LIMITED TAX GENERAL OBLIGATION)

*\*Subject to adjustment as set forth in this Notice of Sale*

Bids for the purchase of the above bonds will be received in the manner described in this Official Notice of Sale on \_\_\_\_\_, \_\_\_\_\_, 2023, until \_\_:\_\_.m., prevailing Eastern Time, at which time and place said bids will be opened and read. The award or rejection of bids will occur on the same date.

ELECTRONIC BIDS: Bidders may submit bids for the purchase of the above bonds as follows:

Electronic bids may be submitted to the Municipal Advisory Council of Michigan at [munibids@macmi.com](mailto:munibids@macmi.com); provided that electronic bids must arrive before the time of sale and the bidder bears all risks of transmission failure.

Electronic bids will also be received on the same date and until the same time by Bidcomp/Parity as agent of the undersigned. Further information about Bidcomp/Parity, including any fee charged, may be obtained from Bidcomp/Parity, Anthony Leyden or CLIENT SERVICES, 1359 Broadway, Second Floor, New York, New York 10010, (212) 849-5021. IF ANY PROVISION OF THIS NOTICE OF SALE SHALL CONFLICT WITH INFORMATION PROVIDED BY BIDCOMP/PARITY, AS THE APPROVED PROVIDER OF ELECTRONIC BIDDING SERVICES, THIS NOTICE SHALL CONTROL.

Bidders may choose any means or location to present bids but a bidder may not present a bid in more than one location or by more than one means.

BOND DETAILS: The bonds will be registered bonds of the denomination of \$5,000 or multiples thereof not exceeding for each maturity the maximum principal amount of that maturity, originally dated as of the date of delivery, numbered in order of registration, and will bear interest from their date payable on May 1, 2024 and semiannually thereafter.

The bonds will mature on the 1st day of November in each of the years as follows:

2024	\$235,000	2030	\$575,000
2025	\$255,000	2031	\$615,000
2026	\$275,000	2032	\$660,000
2027	\$475,000	2033	\$705,000
2028	\$505,000	2034	\$755,000
2029	\$540,000	2035	\$805,000

\*ADJUSTMENT OF TOTAL PAR AMOUNT OF BONDS AND PRINCIPAL MATURITIES:

The City reserves the right to decrease the aggregate principal amount of the bonds after receipt of the bids and prior to final award, if necessary, so that the purchase price of the bonds will provide an amount determined by the City to be sufficient to construct the project and to pay costs of issuance of the bonds.

The adjustments, if necessary, will be in increments of \$5,000. The purchase price will be adjusted proportionately to the increase or decrease in issue size, but the interest rates specified by the successful bidder for all maturities will not change. The successful bidder may not withdraw its bid as a result of any changes made within these limits.

\*ADJUSTMENT TO PURCHASE PRICE: Should any adjustment to the aggregate principal amount of the bonds be made by the City, the purchase price of the bonds will be adjusted by the City proportionally to the adjustment in principal amount of the bonds. The adjusted purchase price will reflect changes in the dollar amount of the underwriter's discount and original issue discount/premium, if any, but will not change the per-bond underwriter's discount as calculated from the bid and initial reoffering prices.

PRIOR REDEMPTION OF BONDS: Bonds maturing in the years 2023 to 2031 inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds in multiples of \$5,000 maturing in the year 2031 and thereafter shall be subject to redemption prior to maturity, at the option of the City, in any order of maturity and by lot within any maturity, on any date on or after November 1, 2031, at par and accrued interest to the date fixed for redemption.

In case less than the full amount of an outstanding bond is called for redemption, the transfer agent, upon presentation of the bond called for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given to the registered owner of any bond or portion thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the registered owner of record. A bond or portion thereof so called for redemption shall not bear interest after the date fixed for redemption provided funds are on hand with the transfer agent to redeem said bond or portion thereof.

TERM BOND OPTION: The initial purchaser of the bonds may designate any one or more maturities as term bonds. The amounts of the maturities which are aggregated in a designated term bond shall be subject to mandatory redemption on November 1 of the years and in the amounts set forth in the above maturity schedule at a redemption price of par, plus accrued interest to the date of mandatory redemption. Term bonds or portions thereof mandatorily redeemed shall be selected by lot. Any such designation must be made at the time bids are submitted and must be listed on the bid.

INTEREST RATE AND BIDDING DETAILS: The bonds shall bear interest at rate or rates not exceeding 6.0% per annum, to be fixed by the bids therefor, expressed in multiples of 1/8 or 1/100 of 1% or both. The interest on any one bond shall be at one rate only and all bonds maturing in any one year must carry the same interest rate. No proposal for the purchase of less than all of the bonds or at a price less than 99% of their par value will be considered.

BOOK-ENTRY ONLY: The bonds will be issued in book-entry only form as one fully registered bond per maturity and will be registered in the name of Cede & Co., as bondholder and nominee for The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the bonds. Purchase of the bonds will be made in book-entry-only form, in the denomination of \$5,000 or any multiple thereof. Purchasers will not receive certificates representing their interest in bonds purchased. It will be the responsibility of the purchaser to obtain DTC eligibility. Failure of the purchaser to obtain DTC eligibility shall not constitute cause for a failure or refusal by the purchaser to accept delivery of and pay for the bonds.

TRANSFER AGENT AND REGISTRATION: Principal shall be payable at the principal corporate trust office of UMB BANK, N.A., Grand Rapids, Michigan, or such other transfer agent as the City may hereafter designate by notice mailed to the registered owner of record not less than 60 days prior

to an interest payment date. Interest shall be paid by check mailed to the registered owner of record as shown on the registration books of the City as of the 15th day prior to an interest payment date. The bonds will be transferred only upon the registration books of the City kept by the transfer agent.

PURPOSE AND SECURITY: The bonds are authorized for the purpose of paying the cost of acquiring and constructing certain capital improvements for the City. The bonds will be a first budget obligation of the City, payable from the general funds of the City including the collection of ad valorem taxes on all taxable property in the City subject to applicable constitutional, statutory and charter tax rate limitations. The rights or remedies of bondholders may be affected by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally now existing or hereafter enacted and by the application of general principles of equity including those relating to equitable subordination.

AWARD OF BONDS-TRUE INTEREST COST: The bonds will be awarded to the bidder whose bid produces the lowest true interest cost determined in the following manner: the lowest true interest cost will be the single interest rate (compounded on [May 1, 2024] and semiannually thereafter) necessary to discount the debt service payments from their respective payment date to the date of closing, in an amount equal to the price bid, excluding accrued interest. Each bidder shall state in its bid the true interest cost to the City, computed in the manner specified above.

TAX MATTERS: In the opinion of Miller, Canfield, Paddock and Stone, P.L.C., bond counsel, under existing law, assuming compliance with certain covenants, interest on the bonds is excludable from gross income for federal income tax purposes as described in the opinion, and the bonds and interest thereon are exempt from all taxation by the State of Michigan or any taxing authority within the State of Michigan except inheritance and estate taxes and taxes on gains realized from the sale, payment or other disposition thereof.

"QUALIFIED TAX EXEMPT OBLIGATIONS": The bonds have been designated as "qualified tax-exempt obligations" for purposes of the deduction of interest expense by financial institutions pursuant to the Internal Revenue Code of 1986, as amended.

ISSUE PRICE:

(a) The winning bidder shall assist the City in establishing the issue price of the bonds and shall execute and deliver to the City at closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached either as Appendix F or Appendix G to the Preliminary Official Statement for the bonds, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the City and bond counsel.

(b) The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the bonds) will apply to the initial sale of the bonds (the "Competitive Sale Requirements") because:

- (1) the City is disseminating this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the City anticipates receiving bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and

- (4) the City anticipates awarding the sale of the bonds to the bidder who submits a firm offer to purchase the bonds at the lowest true interest cost, as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the bonds, as specified in the bid.

(c) In the event that all of the Competitive Sale Requirements are not satisfied, the City shall so advise the winning bidder. The City will not require bidders to comply with the “hold-the-offering price rule” (as described below), and therefore does not intend to use the initial offering price to the public as of the sale date of any maturity of the bonds as the issue price of that maturity, though the winning bidder, in consultation with the City, may elect to apply the “hold-the-offering price rule.” Bids will not be subject to cancellation in the event the Competitive Sale Requirements are not satisfied. Unless a bidder intends to apply the “hold-the-offering price rule” (as described below), bidders should prepare their bids on the assumption that all of the maturities of the bonds will be subject to the 10% Test (as described below). The winning bidder must notify the City of its intention to apply either the “hold-the-price rule” or the 10% Test at or prior to the time the bonds are awarded.

If the winning bidder does not request that the “hold-the-offering price rule” apply to determine the issue price of the bonds, then the following two paragraphs shall apply:

- (1) The City shall treat the first price at which 10% of a maturity of the bonds (the “10% Test”) is sold to the public as the issue price of that maturity, applied on a maturity-by-maturity basis. The winning bidder shall advise the City if any maturity of the Bonds satisfies the 10% Test as of the date and time of the award of the bonds; and
- (2) Until the 10% Test has been satisfied as to each maturity of the bonds, the winning bidder agrees to promptly report to the City the prices at which the unsold bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the closing date has occurred, until the 10% Test has been satisfied as to the bonds of that maturity or until all bonds of that maturity have been sold.

If the winning bidder does request that the “hold-the-offering price rule” apply to determine the issue price of the bonds, then the following three paragraphs shall apply:

- (1) The winning bidder, in consultation with the City, may determine to treat (i) pursuant to the 10% Test, the first price at which 10% of a maturity of the bonds is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the bonds as the issue price of that maturity (the “hold-the-offering price rule”), in each case applied on a maturity-by-maturity basis. The winning bidder shall advise the City if any maturity of the bonds satisfies the 10% Test as of the date and time of the award of the bonds. The winning bidder shall promptly advise the City, at or before the time of award of the bonds, which maturities of the bonds shall be subject to the 10% Test or shall be subject to the hold-the-offering price rule or both.
- (2) By submitting a bid, the winning bidder shall (i) confirm that the underwriters have offered or will offer the bonds to the public on or before the date of the award at the offering price or prices (the “initial offering price”), or at the corresponding

yield or yields, set forth in the bid submitted by the winning bidder, and (ii) if the hold-the-offering-price rule applies, agree, on behalf of the underwriters participating in the purchase of the bonds, that the underwriters will neither offer nor sell unsold bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (A) the close of the fifth (5<sup>th</sup>) business day after the sale date; or
- (B) the date on which the underwriters have sold at least 10% of that maturity of the bonds to the public at a price that is no higher than the initial offering price to the public;

The winning bidder shall promptly advise the City when the underwriters have sold 10% of that maturity of the bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5<sup>th</sup>) business day after the sale date.

- (3) The City acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the bonds.

(d) By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% Test has been satisfied as to the bonds of that maturity or all bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires; and (ii) any agreement among underwriters relating to the initial sale of the bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the bonds to the public to require each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices

at which it sells to the public the unsold bonds of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% Test has been satisfied as to the bonds of that maturity or all bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

(e) Sales of any bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

- (1) “public” means any person other than an underwriter or a related party,
- (2) “underwriter” means (i) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the bonds to the public and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) to participate in the initial sale of the bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the bonds to the public);
- (3) a purchaser of any of the bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and
- (4) “sale date” means the date that the bonds are awarded by the City to the winning bidder.

**LEGAL OPINION:** Bids shall be conditioned upon the approving opinion of Miller, Canfield, Paddock and Stone, P.L.C., attorneys of Detroit, Michigan, a copy of which opinion will be furnished without expense to the purchaser of the bonds at the delivery thereof. The fees of Miller, Canfield, Paddock and Stone, P.L.C. for services rendered in connection with such approving opinion are expected to be paid from bond proceeds. Except to the extent necessary to issue its approving opinion as to validity of the above bonds, Miller, Canfield, Paddock and Stone, P.L.C. has not been requested to examine or review and has not examined or reviewed any financial documents, statements or materials that have been or may be furnished in connection with the authorization, issuance or marketing of the bonds, and accordingly will not express any opinion with respect to the accuracy or completeness of any such financial documents, statements or materials.

**DELIVERY OF BONDS:** The City will furnish bonds ready for execution at its expense. Bonds will be delivered without expense to the purchaser through DTC in New York, New York, or such other place to be agreed upon. The usual closing documents, including a certificate that no litigation is pending affecting the issuance of the bonds, will be delivered at the time of delivery of the bonds. If the bonds are not tendered for delivery by twelve o’clock noon, prevailing Eastern Time, on the 45th day following the date of sale, or the first business day thereafter if said 45th day is not a business day, the successful bidder may on that day, or any time thereafter until delivery of the bonds, withdraw its

proposal by serving notice of cancellation, in writing, on the undersigned. Payment for the bonds shall be made in Federal Reserve Funds.

CUSIP NUMBERS: It is anticipated that CUSIP identification numbers will be printed on the bonds, but neither the failure to print such numbers on any bonds nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the bonds in accordance with terms of the purchase contract. All expenses in relation to the printing of CUSIP numbers on the bonds shall be paid for by the City; provided, however, that the CUSIP Service Bureau charge for the assignment of such numbers shall be the responsibility of and shall be paid for by the purchaser.

OFFICIAL STATEMENT: A preliminary Official Statement that the City deems to be final as of its date, except for the omission of information permitted to be omitted by Rule 15c2-12 of the Securities and Exchange Commission, has been prepared and may be obtained from Baker Tilly Municipal Advisors, LLC, financial advisors to the City, at the address and telephone listed under MUNICIPAL ADVISOR below. Baker Tilly Municipal Advisors, LLC will provide the winning bidder with an electronic copy of the final Official Statement within 7 business days from the date of sale to permit the purchaser to comply with Securities and Exchange Commission Rule 15c2-12. Within 24 hours of the time of sale, the purchaser may request printed copies of the Official Statement from Baker Tilly Municipal Advisors, LLC. The purchaser agrees to pay the cost of printed copies.

BOND INSURANCE AT PURCHASER'S OPTION: If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the bidder/purchaser, the purchase of any such insurance policy or the issuance of any such commitment shall be at the option and expense of the purchaser of the Bonds. Any and all increased costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the purchaser, except that if the City has requested and received a rating on the Bonds from a rating agency, the City shall pay the fee for the requested rating. Any other rating agency fees shall be the responsibility of the purchaser. FAILURE OF THE MUNICIPAL BOND INSURER TO ISSUE THE POLICY AFTER THE BONDS HAVE BEEN AWARDED TO THE PURCHASER SHALL NOT CONSTITUTE CAUSE FOR FAILURE OR REFUSAL BY THE PURCHASER TO ACCEPT DELIVERY OF THE BONDS FROM THE CITY.

CONTINUING DISCLOSURE: As described more fully in the Official Statement, the City has agreed to provide or cause to be provided, in accordance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Council, on or prior to the sixth month after the end of each fiscal year commencing with the fiscal year ended June 30, 2023, (i) certain annual financial information and operating data, including audited financial statements for the preceding fiscal year, generally consistent with the information contained or cross-referenced in the Official Statement relating to the bonds, (ii) timely notice of the occurrence of certain material events with respect to the bonds and (iii) timely notice of a failure by the City to provide the required annual financial information on or before the date specified in (i) above.

BIDDER CERTIFICATION: NOT "IRAN-LINKED BUSINESS" By submitting a bid, the bidder shall be deemed to have certified that it is not an "Iran-Linked Business" as defined in Act 517 Michigan Public Acts of 2012, being MCL 129.311 et. seq.

MUNICIPAL ADVISOR: Further information relating to the bonds may be obtained from Baker Tilly Municipal Advisors, LLC, 2852 Eyde Parkway, Suite 150, East Lansing, Michigan 48823. Telephone (517) 321-0110. Fax (517) 321-8866.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.

Connie Olger  
City Clerk

8. Useful Life of Project. The estimated period of usefulness of the Project is hereby declared to be not less than thirteen (13) years.

9. Tax Covenant; Qualified Tax-Exempt Obligations. The City shall, to the extent permitted by law, take all actions within its control necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes under the Code, including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditures and investment of Bond proceeds and moneys deemed to be Bond proceeds. The City hereby designates the Bonds as “qualified tax-exempt obligations” for purposes of deduction of interest expense by financial institutions pursuant to the Code.

10. Official Statement; Qualification for Insurance; Ratings. Each Authorized Officer is individually authorized and directed to: (a) cause the preparation and circulation of a Preliminary Official Statement with respect to the Bonds and to deem the Preliminary Official Statement “final” for purposes of Rule 15c2-12 of the U.S. Securities and Exchange Commission, and to approve circulation of a final Official Statement with respect to the Bonds; (b) solicit bids for and approve the purchase of a municipal bond insurance policy for the Bonds if deemed economically advantageous to the City based on the advice of the City’s municipal advisor; and (c) apply for ratings on the Bonds.

11. Continuing Disclosure. The City agrees to enter into a continuing disclosure undertaking for the benefit of the holders and beneficial owners of the Bonds in accordance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission, and any Authorized Officer is hereby authorized to execute such undertaking prior to delivery of the Bonds.

12. Authorization of Other Actions. The Authorized Officers are each individually hereby authorized to adjust the final Bond details set forth herein to the extent necessary or convenient to complete the transaction authorized herein, and in pursuance of the foregoing are authorized to exercise the authority and make the determinations authorized pursuant to Section 315(1)(d) of Act 34, Public Acts of Michigan, 2001, as amended (“Act 34”), including but not limited to, determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, series designation, the place of delivery and payment, and other matters, *provided* that the principal amount of Bonds issued shall not exceed the principal amount authorized in this resolution, the interest rate per annum on the Bonds shall not exceed six percent (6.0%), and the Bonds shall mature in not more than thirteen (13) annual principal installments. The Authorized Officers are each authorized and directed to take all other actions necessary or advisable, and to make such other filings with any parties, including the Michigan Department of Treasury, to enable the sale and delivery of the Bonds as contemplated herein.

13. Award of Sale of Bonds. Each of the Authorized Officers is hereby authorized on behalf of the City to award the sale of the Bonds to the bidder whose bid meets the requirements of law



and which produces the lowest true interest cost to the City computed in accordance with the terms of the Official Notice of Sale as published.

14. Bond Counsel. Miller, Canfield, Paddock and Stone, P.L.C. is hereby approved as bond counsel for the Bonds, notwithstanding periodic representation in unrelated matters of parties or potential parties to the transaction contemplated by this resolution.

15. Municipal Advisor. Baker Tilly Municipal Advisors, LLC is retained as the registered municipal advisor to the City in connection with the issuance of the Bonds.

16. Rescission. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

Discussion Ensued.

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

\*\*\*\*\**Master Resolution*\*\*\*\*\*

**RESOLUTION TO APPROVE A FESTIVAL PERMIT FOR THE SWARTZ CREEK CHAMBER OF COMMERCE, JEEPERS CREEKERS, EVENTS IN OCTOBER OF 2023**

**Resolution No. 230814-08**

**(Carried)**

Motion by Councilmember Spillane  
Second by Councilmember Henry

**WHEREAS**, the Jeepers Creekers (JC) organization is a recognized charitable entity that operates in Swartz Creek; and

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

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

**WHEREAS**, Section 13.01.G of Appendix A of the City Code of Ordinances provides for conditions of approval for a festival within the city, provided that the duration is less than 10 days, the operator is a charitable entity, and city council approval is required.

**NOW, THEREFORE BE IT RESOLVED** that the City of Swartz Creek hereby approves Resolutions/Motions 230814-8B1 through 230814-8B3, allowing for the various

permits related to the annual Swartz Creek Jeepers Creekers festival, to be held on Saturday, October 7, 2023, inclusive of all stipulations and conditions as specified and listed within, including the provision of valid insurance that lists the City of Swartz Creek as an additionally insured party for all events.

Discussion Ensued.

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

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

**Resolution No. 230814-8B1**

**I Move** the City of Swartz Creek approve and authorize the Jeepers Creekers application for street closing and City property use permits on Saturday, October 7, 2023 for the purpose of hosting a festival at the following locations:

1. 5012 Holland Drive
2. Miller Road (Morrish to Hayes)
3. Holland between Miller and Ingalls
4. General Street Permit for a footrace (no street closures are required)

Street and City property use subject to the following stipulations:

1. Insurance certificate naming the City as insured in the amount not less than \$1,000,000.00 (One-Million Dollars)
2. Sufficient number of portable bathrooms placed and located, and litter control program in accordance and under the approval of Director of Community Services.
3. Approval by the Chief of Police. Traffic control and pedestrian safety plan in accordance with and under the approval of office of Chief of Police.

**JEEPERS CREEKERS MUNICIPAL PROPERTY RESERVATION PERMIT**

**Resolution No. 230814-8B2**

**I Move** the Swartz Creek City Council approve and authorize the Jeepers Creekers application for street closing / usage permit for Saturday, October 7, 2023 from 8:00 a.m. until 10:00 p.m. for purposes of conducting a festival, including market vendors and an outdoor movie, in Holland Square under the following stipulations:

1. Insurance certificate naming the City as an additional insured party in the amount not less than \$1,000,000.00 (One Million Dollars).

2. General approval, and under the direction and control of the Office of the Chief of Police.

**JEEPERS CREEKERS STREET USAGE PERMIT**

**Resolution No. 230814-8B3**

**I Move** the Swartz Creek City Council approve and authorize the Jeepers Creekers application for street closing / usage permit for Saturday, October 7, 2023 from 4:00 p.m. until 9:00 p.m. for purposes of conducting a festival on Miller Road (Morrish to Hayes) and Holland Drive under the following stipulations:

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

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**RESOLUTION TO APPROVE GROVE STREET REHABILITATION SERVICES**

**Resolution No. 230814-09**

**(Carried)**

Motion by Councilmember Henry  
Second by Councilmember Gilbert

**WHEREAS**, the City maintains a system of major and local streets; and

**WHEREAS**, the City conducts preventative maintenance, rehabilitation, and reconstruction using guidance from a twenty year street repair plan; and

**WHEREAS**, from time to time, select repairs are accelerated or delayed based upon unanticipated changes to street condition or other assessed needs; and

**WHEREAS**, Grove Street has deteriorated more quickly than anticipated and rehabilitation is needed soon to avoid more costly repairs in the future; and

**WHEREAS**, the City has awarded a contract to Ace Saginaw Paving Co to rehabilitate Miller Road in 2023; and

**WHEREAS**, Ace has priced milling and resurfacing of Grove Street for \$140,950; and

**WHEREAS**, the City finds that, per Section 2-402 – General Purchasing Policy, the economic interests of the city are best served by negotiating a contract with a provider of the product, material or service without requesting sealed bids.

**NOW, THEREFORE, BE IT RESOLVED** the City of Swartz Creek hereby approves the quote from Ace Saginaw Paving, in the amount of \$140,950 to repair and rehabilitate Grove Street.

**BE IT FURTHER RESOLVED** the City of Swartz Creek directs the City Manager to execute a standard contractor agreement with the contractor and further directs the Treasurer to appropriate funds from the local street fund as appropriate.

Discussion Ensued.

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

**RESOLUTION TO APPROVE FISCAL YEAR 2023 BUDGET AMENDMENTS AND ADJUSTMENTS**

**Resolution No. 230814-10**

**(Carried)**

Motion by Councilmember Cramer  
Second by Councilmember Henry

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

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

**WHEREAS**, the City Council has reviewed the City's 2022 - 2023 Fiscal Year Budget and comparative year-to-date balance sheet of expenses and revenues, and finds that it is not in deficit; however, certain department activity line items may be in deficit.

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

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

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

**THEREFORE BE IT RESOLVED**, the Swartz Creek City Council hereby authorizes and directs the city manager or his designee to make all necessary end-year budget adjustment amendments to all city funds in accordance with the supplemental documentation below:

2022-23

2022-23

GL NUMBER	DESCRIPTION	ORIGINAL AMENDED BUDGET	YTD BALANCE 06/30/2023	BUDGET ADJUSTMENT	YEAR-END AMENDED BUDGET	COMMENTS
Fund 590 - Sanitary Sewer Fund						
Expenditures						
590-253.000- 702.000	Wages	43,289.62	45,040.14	1,750.52	45,040.14	Compensated Absences Expense
Fund 591 - Water Supply Fund						
Expenditures						
591-253.000- 702.000	Wages	34,300.04	36,365.64	2,065.60	36365.64	Compensated Absences Expense

Discussion Ensued.

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

NO: None. Motion Declared Carried.

**RESOLUTION TO APPROVE ORDINANCE 463, AN ORDINANCE TO AMEND THE ZONING CODE TO CREATE A PLANNED UNIT DEVELOPEMENT OVERLAY DISTRICT**

**Resolution No. 230814-11**

**(Carried)**

Motion by Councilmember Gilbert  
Second by Councilmember Cramer

**WHEREAS**, the Public Act 110 of 2006, the Michigan Zoning Enabling Act, enables cities to regulate land use through the creation and enforcement of zoning maps and regulation; and

**WHEREAS**, the City of Swartz Creek (the "City"), as a Redevelopment Ready Community, updated its Master Plan and Downtown Development Authority Plan in 2022; and

**WHEREAS**, The Master Plan and Downtown Development Authority Plan encouraged updates to the City's zoning ordinance by creating Planned Unit Development Overlay Districts, and to incorporate design guidelines for properties ideal for development in the specific districts; and

**WHEREAS**, The City passed Ordinance 462 that amended the City's zoning ordinance by creating four Planned Unit Development Districts based on the information learned by updating the Master Plan and Downtown Development Authority Plan and create guidelines for developments within those districts that match the goals and objectives of the City's Master Plan; and

**WHEREAS**, the planning commission, with the assistance of staff, and input by the public, reviewed and recommended proposed changes to the zoning ordinance at their regular meeting on August 1, 2023, including adoption of the Downtown Planned Unit Development Overlay District that identifies specific properties that are within different zoning districts and to provide design guidelines for that district; and

**WHEREAS**, the planning commission, at a public hearing at their meeting on August 1, 2023 and in reviewing the criteria in zoning ordinance Section 24.04-05, found the proposed zoning ordinance amendments to be in the best interest of the public and would promote the goals and objectives of the City's Master Plan and Downtown Development Authority Plan.

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

**CITY OF SWARTZ CREEK  
ORDINANCE NO. 463**

An ordinance to amend the Code of Ordinances: Zoning Appendix A to amend the zoning map to include the Downtown Planned Unit Development Overlay District (DPUD Overlay District) for certain properties in the City's downtown and to adopt design guidelines by reference.

**THE CITY OF SWARTZ CREEK ORDAINS:**

Section 1. Amendment of Appendix A Zoning Article 3. Zoning Districts and Map to include the Downtown Planned Unit Development Overlay District (DPUD Overlay District) consistent with the Development Boundary Map attached as Exhibit A hereto.

Section 2. Amendment of the Appendix A Zoning Ordinance Article 7.03 by adding the DPUD Overlay District as follows:

Downtown Planned Unit Development Overlay District(DPUD Overlay District)	Overlay of the properties identified in the DPUD Overlay District on the Zoning Map in Article 3.	Same as underlying district.	Same as underlying district.	Maximum density, minimum floor area and maximum building height shall comply with the dimensional standards of the underlying zoning district, but the lot area, setback and width requirements may be reduced by up to 20 percent upon a determination that the building contributes to the well-being of the downtown area. On-site parking required by the zoning ordinance may be reduced by up to 25 percent where it can be demonstrated that the parking requirements are excessive, are needed at peak hours only, and/or that alternative parking facilities (including on-street spaces, shared parking areas, municipal parking lots) are available.
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Section 3. Amendment of the Appendix A Zoning Ordinance Article 7.07 by adding Section 7.07(y) as follows:

- y. In the Downtown Planned Unit Development District (DPUD) and Downtown Planned Unit Development Overlay District (DPUD Overlay District) the Downtown Design Guidelines for the City of Swartz Creek shall be followed for all design and construction as part of the development. The Downtown Design Guidelines for the City of Swartz Creek can be requested from the City and may be updated from time to time at the direction of the Planning Commission. The Swartz Creek Downtown Design Guidelines shall be incorporated into the Downtown Planned Unit Development Overlay, as attached hereto.

Section 4. Effective date.

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

Discussion Ensued.

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

**MEETING OPENED TO THE PUBLIC:**

Jenni Wolgast thanked the council for the opportunity to use Otterburn Park for the bike race.

Lania Rocha thanked the council for approving the Jeepers Creekers permits.

**REMARKS BY COUNCILMEMBERS:**

Councilmember Knickerbocker commented it was a good meeting. There will be a fundraiser in honor of Jentery Farmer in the future and as soon as he gets more information, he will let everyone know.

Councilmember Gilbert commented it was a good meeting.

Councilmember Cramer commented to Mayor Pro Tem Hicks on how good she ran the meeting. He is looking forward to Miller Rd. being done.

Councilmember Spillane has noticed the new trail is starting to be used. He is also concerned with traffic on Ingalls during the construction of Miller Road. He inquired about commercial properties that are sold if there are inspections done by the city. Mr. Zettel replied no. Councilmember Spillane also spoke of the group DAR and that they are looking to help with some cemetery improvements.

Mayor Pro Tem thanked everyone for their patience at tonight's meeting. She also reported there were over 200 kids & adults that attended the Slip & Slide event.

**ADJOURNMENT**

**Resolution No. 230814-12**

**(Carried)**

Motion by Councilmember Gilbert  
Second by Councilmember Cramer

**I Move** the Swartz Creek City Council adjourn the regular council meeting of August 14, 2023, at 8:37 p.m.

Unanimous Voice Vote.

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**David A. Krueger, Mayor**

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**Connie Olger, City Clerk**



08/21/2023

CHECK REGISTER FOR CITY OF SWARTZ CREEK  
CHECK DATE FROM 07/01/2023 - 07/31/2023

Check Date	Check	Vendor Name	Description	Amount
Bank GEN CONSOLIDATED ACCOUNT				
07/06/2023	52278	APEX SOFTWARE	ANNUAL MAINT 8/1/23-8/1/24	260.00
07/06/2023	52279	BRIGITTE REX	UB refund for account: 0000106000	132.05
07/06/2023	52280	CHARTER TOWNSHIP OF MUNDY	ECONOMIC DEVELOPMENT SERVICES APR-JUNE 2	7,648.11
07/06/2023	52281	CITY OF SWARTZ CREEK	UB 8100 CIVIC DR 3/20-6/20/23	589.05
			UB 8059 FORTINO 3/20-6/20/23	211.04
			UB 8095 CIVIC DR 3/20-6/20/23	181.40
			UB 8083 CIVIC DR 3/20-6/20/23	478.03
			UB 4125 ELMS RD 3/20-6/20/23	495.21
			UB 5121 MORRISH 3/20-6/20/23	186.52
			UB 5363 WINSHALL 3/20-6/20/23	295.62
				2,436.87
07/06/2023	52282	CITY OF SWARTZ CREEK	SUMMER 2023 TAXES 58-31-300-003 4355 ELM	331.38
07/06/2023	52283	CITY OF SWARTZ CREEK	SUMMER 2023 TAXES 58-30-300-012	1,657.93
07/06/2023	52284	CITY OF SWARTZ CREEK	PETTY CASH THRU 6/30/23	8.13
07/06/2023	52285	COBALT COMMUNITY RESEARCH CORP	COMMUNITY 360 METRICS REPORT	295.00
07/06/2023	52286	COFFIELD OIL COMPANY INC	REC GAS FOR MOWERS	90.75
07/06/2023	52287	CONNIE OLGER	BANK MILEAGE CONNIE OLGER JNE 2023	4.29
07/06/2023	52288	CONSUMERS ENERGY	4510 MORRISH RD 6/1-6/29/23	37.62
07/06/2023	52289	CONSUMERS ENERGY	5015 HOLLAND DR LOT LIGHTS 6/1-6/29/23	36.64
07/06/2023	52290	CONSUMERS ENERGY	8083 CIVIC DR 6/1-6/29/23	502.14
07/06/2023	52291	CONSUMERS ENERGY	8499 MILLER RD 6/1-6/29/23	32.94
07/06/2023	52292	CONSUMERS ENERGY	8059 FORTINO DR 6/1-6/29/23	59.73
07/06/2023	52293	CONSUMERS ENERGY	8095 CIVIC DR 6/1-6/29/23	512.64
07/06/2023	52294	CONSUMERS ENERGY	5361 WINSHALL DR #2 RESTRMS 9987 6/1-6/2	34.93
07/06/2023	52295	CONSUMERS ENERGY	9099 MILLER RD 6/1-6/29/23	33.56
07/06/2023	52296	CONSUMERS ENERGY	5361 WINSHALL DR 8369 6/1-6/29/23	30.95
07/06/2023	52297	CONSUMERS ENERGY	5257 WINSHALL DR 6/1-6/29/23	29.73
07/06/2023	52298	CONSUMERS ENERGY	8011 MILLER RD 6/1-6/29/23	28.81
07/06/2023	52299	CONSUMERS ENERGY	5121 MORRISH RD 6/1-6/29/23	287.72
07/06/2023	52300	DEANNA KORTH	BANK MILEAGE DEANNA KORTH JUNE 2023	25.55
07/06/2023	52301	ENERGY REDUCTION COALITION	EXCESS BENEFIT PAYMENT	1,126.55

Check Date	Check	Vendor Name	Description	Amount
07/06/2023	52302	ERSON INC	REPLACE FUEL PUMP/SPLICE LINE TO FILTER	685.00
07/06/2023	52303	FAMILY FARM AND HOME INC	JUNE 2023 INVOICES	604.99
07/06/2023	52304	FERGUSON ENTERPRISES INC	DPD FREE CHLR PP 5ML/DPD TOTAL CHLR PP 5	74.35
07/06/2023	52305	FIDELITY SECURITY LIFE INSUR/EYEMED	RETIREE VISION JULY 2023 (6)	39.36
07/06/2023	52306	FLINT WELDING SUPPLY	CYLINDER COMPRESSED OXYGEN	6.25
07/06/2023	52307	GILL ROYS HARDWARE	JUNE 2023 INVOICES LESS DISCOUNT	427.42
07/06/2023	52308	JAMS MEDIA LLC	ORD. 462	116.00
07/06/2023	52309	JAY'S SEPTIC TANK SERVICE	PORT-A-JON RENTAL ELMS PARK 6/30/23	9.29
			PORT-A-JON RENTAL ELMS PARK 7/1-7/27/23	250.71
				<u>260.00</u>
07/06/2023	52310	JAY'S SEPTIC TANK SERVICE	PORT-A-JON RENTAL ABRAMS PARK 7/4-7/31/2	260.00
07/06/2023	52311	JODY KEY	BANK MILEAGE JODY KEY JUNE 2023	10.22
07/06/2023	52312	JOSE A MIRELES	MOW & TRIM CITY PROPERTIES	1,220.00
07/06/2023	52313	KCI	SUMMER 2023 TAX BILLS/POSTAGE BALANCE	660.53
07/06/2023	52314	KORENE KELLY	SUPP INS REIMB FEB-JUNE 2023	1,107.90
07/06/2023	52315	LEGACY ASSESSING SERVICES INC	JULY 2023 ASSESSING SERVICES OCT. 2022-S	2,620.38
07/06/2023	52316	MACQUEEN EQUIPMENT LLC	FILL HOSE - NST FOR STREET SWEEPER	135.98
07/06/2023	52317	MICHIGAN PIPE AND VALVE	HYD WRENCH	66.24
07/06/2023	52318	MICHIGAN RURAL WATER ASSOCIATION	ANNUAL MEMBERSHIP 7/1/23-6/30/24	910.00
07/06/2023	52319	MONIQUE SPEARS	ELMS PARK DEPOSIT REFUND 7/2/23 #4	200.00
07/06/2023	52320	SPARTAN BARRICADING & TRAFFIC CONTR	BARRICADES FOR HOMETOWN DAYS	2,055.00
07/06/2023	52321	SWARTZ CREEK AREA FIRE DEPT.	7/1-12/31/23 FIRE BUDGET JULY 2023-JUNE	63,906.98
07/06/2023	52322	VALLEY TENT RENTAL SERVICES INC	BALANCE ON JUSTICE LEAGUE 6/30/23	100.00
07/06/2023	52323	VC3 INC	SERVICE CONTRACT BUNDLE JULY 2023-JUNE 2	10,224.00
07/13/2023	52324	BIO-SERV CORPORATION	PEST CONTROL - CITY HALL/LIBRARY-SR CTR	142.00
07/13/2023	52325	CHARTER TOWNSHIP OF MUNDY	JOINT INSP & PERMIT FEES MAY 2023	6,090.01
07/13/2023	52326	CONSUMERS ENERGY	8301 CAPPY LN JUNE 2-30 203	95.35
07/13/2023	52327	CONSUMERS ENERGY	8301 CAPPY LN JULY 1-2 2023	6.57
07/13/2023	52328	CONSUMERS ENERGY	4125 ELMS RD 4353 6/5-30/23	47.24
07/13/2023	52329	CONSUMERS ENERGY	4125 ELMS RD 4353 JUL 1-4/2023	7.27
07/13/2023	52330	CONSUMERS ENERGY	4125 ELMS RD PAVILION 4437 JUNE 5-30 202	31.74
07/13/2023	52331	CONSUMERS ENERGY	4125 ELMS RD PAVILION 4437 JULY 1-4 2023	4.87
07/13/2023	52332	CONSUMERS ENERGY	6425 MILLER PARK & RIDE JUNE 5 - JUNE 30	52.83
07/13/2023	52333	CONSUMERS ENERGY	6425 MILLER PARK & RIDE JULY 1 - JULY 4	8.11
07/13/2023	52334	CONSUMERS ENERGY	8100 CIVIC DR JUNE 2-30 2023	845.54
07/13/2023	52335	CONSUMERS ENERGY	8100 CIVIC DR JULY 1-2 2023	58.30

Check Date	Check	Vendor Name	Description	Amount
07/13/2023	52336	CONSUMERS ENERGY	STREET LIGHTS 1294 JUNE 1-30 2023	3,293.69
07/13/2023	52337	CONSUMERS ENERGY	4524 MORRISH RD JUNE 1-30 2023	55.52
07/13/2023	52338	CONSUMERS ENERGY	ELMS PARKING LOT AREA LIGHTS 2300 JUNE 1	36.45
07/13/2023	52339	CONSUMERS ENERGY	SIRENS TRAFFIC LIGHTS 1997 JUNE 1-30 202	30.28
07/13/2023	52340	CONSUMERS ENERGY	48473 LED LIGHT RD WORCHESTER/CHESTERFIE	4,171.41
07/13/2023	52341	CONSUMERS ENERGY	ELECTRIC RELOCATION OH-LINES GREENLEAF P	19,731.00
07/13/2023	52342	FERGUSON ENTERPRISES INC	FREE CHLORINE CHEMKEY RGTS ST/PK (25)	102.33
07/13/2023	52343	FORREST M SPITZER	REMOVED TREE MORRISH N OF RR TRACKS/LIMB	1,700.00
07/13/2023	52344	GFL ENVIRONMENTAL USA INC	FY23 GARBAGE/RECYCLING/YARD WASTE	24,843.00
07/13/2023	52345	INLINER SOLUTIONS LLC	SEWER LINING SEGMENTS OF MILLER AND MORR	23,171.00
07/13/2023	52346	KCI	JULY 2023 UB BILLS/POSTAGE CREDIT	445.88
07/13/2023	52347	METRO POLICE AUTH OF GENESEE COUNTY	POLICE SERVICES 7/1-9/30/23	298,063.25
07/13/2023	52348	SAMANTHA FOUNTAIN	REIMB FOR FACEBOOK AD FOR MOVIE NIGHT 6/	20.00
07/13/2023	52349	SIMEN FIGURA & PARKER PLC	MONTHLY INVOICE JUNE 2023	3,594.16
07/13/2023	52350	VERIZON WIRELESS	MONTHLY INVOICE JUNE 2-30 2023	594.71
			MONTHLY INVOICE JULY 1 2023	20.51
				<u>615.22</u>
07/14/2023	52351	CONSUMERS ENERGY	TRAFFIC LIGHTS 1781 JUNE 1-30 2023	460.74
07/19/2023	52352	ACE-SAGINAW PAVING COMPANY	COLD PATCH	843.75
07/19/2023	52353	ALYSSA RODGERS	ELMS PARK DEPOSIT REFUND 7/15/23 #4	200.00
07/19/2023	52354	BRIAN TALARICO	ELMS PARK DEPOSIT REFUND 7/15/23 #2	200.00
07/19/2023	52355	BS & A SOFTWARE	PAS 7/1-7/3/23 BLDG 5/1/23-5/1/24 ASSESS	1,591.76
			PAS 4/12-6/30/23 BLDG 5/1/23-5/1/24	136.24
				<u>1,728.00</u>
07/19/2023	52356	CANDACE LEWIS	ELMS PARK DEPOSIT REFUND 7/16/23 #2	200.00
07/19/2023	52357	DAVIS KIRKSEY ASSOCIATES INC	PROFESSIONAL SERVICES 1ST PAYMENT	3,000.00
07/19/2023	52358	DEBORAH HARRIS	DEPOSIT REFUND ELMS PARK 7-9-2023 #2	200.00
07/19/2023	52359	DELTA DENTAL PLAN	RETIREE DENTAL AUGUST 2023 (6)	414.48
07/19/2023	52360	DORNBOS SIGN & SAFETY INC	SIGN POST/BASE/BRACKET	2,958.51
07/19/2023	52361	FERGUSON ENTERPRISES INC	TOTAL CHLORINE CHEMKEY RGTS 25/PK (2)	73.08
07/19/2023	52362	FIRST ADVANTAGE OCCUP HEALTH SER CO	CLINIC COLLECTION/MILEAGE	212.58
07/19/2023	52363	FLINT TOWNSHIP	SEWER MAINT CHARGES JAN-JUNE 2023	342.72
07/19/2023	52364	GEN CTY ROAD COMMISSION	S-MTCE & OPERATIONS JUNE 2023	14.49

Check Date	Check	Vendor Name	Description	Amount
07/19/2023	52365	JOSE A MIRELES	MOW & TRIM CITY PROPERTIES/OTHER (2)	1,300.00
			MOW & TRIM CITY PROPERTEIS	1,220.00
				<u>2,520.00</u>
07/19/2023	52366	JOSHUA LAGUIRE	UB refund for account: 0000205800	136.44 V
07/19/2023	52367	LAVERN ROGERS	ELMS PARK DEPOSIT REFUND 7/15/23 #3	200.00
07/19/2023	52368	MICAH COLLINS	ELMS PARK DEPOSIT REFUND 7-16-23 #4	200.00
07/19/2023	52369	MICHIGAN PIPE AND VALVE	HYD FLG GSKT BR 19	30.00
07/19/2023	52370	MOLLY MAID OF METAMORA LLC	CLEANING CITY HALL 7/7/23	186.00
07/19/2023	52371	MR FRONT END	SHOP SUPPLIES/THRUST ANAGLE ALIGNMENT	69.92
07/19/2023	52372	OHM ADVISORS	5/28-7/1/23 USDA PHASE II WATER MAIN ENG	4,951.61
			7/1/23 USDA PHASE II WATER MAIN ENGINEER	145.64
			5/28-6/30/23 SAFE ROUTES TO SCHOOL CONST	37,895.23
			7/1/23 SAFE ROUTES TO SCHOOL CONSTRUCTIO	1,114.57
			5/28-6/30/23 FINAL PRELIMINARY DESIGN OF	371.57
			7/1/23 FINAL PRELIMINARY DESIGN OF MILLE	10.93
				<u>44,489.55</u>
07/19/2023	52373	OHM ADVISORS	5/28-6/30/23 WINCHESTER VILLAGE AND WINC	37,967.07
07/19/2023	52374	OHM ADVISORS	7/1/23 WINCHESTER VILLAGE AND WINCHESTER	1,116.68
07/19/2023	52375	OHM ADVISORS	5/28-6/30/23 MORRISH RD CE	719.15
07/19/2023	52376	OHM ADVISORS	7/1/23 MORRISH RD CE	21.15
07/19/2023	52377	OHM ADVISORS	5/28-6/30/23 ENGINEERING SERVICES	1,021.94
07/19/2023	52378	OHM ADVISORS	7/1/23 ENGINEERING SERVICES	30.06
07/19/2023	52379	REBECCA LAWRENCE	ELMS PARK DEPOSIT REFUND 7-15-23 #1	200.00
07/19/2023	52380	SELF SERVE LUMBER CO.	TREATED LUMBER/BOLT DOWN POST BASE	42.74
07/19/2023	52381	STATE OF MICHIGAN DEPT TRANS	GENESEE VALLEY TRAIL	12,067.05
07/19/2023	52382	SUBURBAN AUTO SUPPLY	GASKET PAPER	3.49
07/19/2023	52383	SUPER FLITE OIL CO INC	FUEL - DPW JUNE 2023	1,392.76
07/19/2023	52384	SWARTZ CREEK AREA FIRE DEPT.	FIRE & EMS SERVICES JUNE 2023	4,593.43
07/19/2023	52385	U. S. POST OFFICE	SUMMER 2023 NEWSLETER POSTAGE	801.47
07/19/2023	52386	VALLEY TENT RENTAL SERVICES INC	OBSTACLE COURSE 7/14/23	250.00
07/19/2023	52387	VC3 INC	MS 365 BUSN STNDRD/EXCHANGE ONLINE/MS 36	186.80
07/19/2023	52388	XAK ZDUNIC	CHLORIDE APPLICATION	1,072.26
07/19/2023	52389	YOLANDA CROSS	ELMS PARK DEPOSIT REFUND 7/8/23 #2	200.00
07/27/2023	52390	CHARTER TOWNSHIP OF MUNDY	JOINT INV & PERMIT FEES JUNE 2023	5,847.18

Check Date	Check	Vendor Name	Description	Amount
07/27/2023	52391	CHASE CARD SERVICES	SHEET METAL	97.77
			SOAP FOR SLIP & SLIDE	155.20
			CITY HALL MONTHLY INVOICE 6/26-6/30/23	41.30
			CITY HALL MONTHLY INVOICE 7/1-7/25/23	206.50
			MONTHLY INVOICE 6/26-6/30/23	19.49
			MONTHLY INVOICE 7/1-7/28/23	272.81
			RECORDER FEE PPD	510.00
			CREDIT CARD FEE FOR RECORDER FEE PPD	14.03
			CLASSIFIED ADS POSTING	150.00
			GIFT CARDS FOR WATER	549.40
			RENEW SINGLE NAME SSL FY23	5.75
			RENEW SINGLE NAME SSL FY24	144.25
			CREDIT CARD FEE FOR VC3 FY23	0.18
			CREDIT CARD FEE FOR VC3 FY24	4.61
			DEPOSIT FOR BOUNCE HOUSE FOR MOVIE NIGHT	104.00
			ZOOM	33.90
				<u>2,309.19</u>
07/27/2023	52392	VOID		V
07/27/2023	52393	DORNBOS SIGN & SAFETY INC	SLOW CHILDREN PLAYING SIGN (10)	221.50
07/27/2023	52394	FERGUSON WATERWORKS #3386	5/8X3/4 MTR (10)/R900 V4 WALL MIU (20)	4,335.60
07/27/2023	52395	GENESEE CTY DRAIN COMMISSIONER	WATER 5/31-6/28/23 2,095,628 CF	131,998.61
07/27/2023	52396	GENESEE CTY DRAIN COMMISSIONER	SEWER 4/1-6/30/23 5,586,101 CF	190,920.89
07/27/2023	52397	GLAESER DAWES	SWARTZ CREEK CITY HALL PARKING LOT	25,719.00
07/27/2023	52398	GLAESER DAWES	RETAINAGE RD CONST OAKVIEW/WINSTON/CHELM	15,000.00
07/27/2023	52399	GLAESER DAWES	CITY HALL PARKING LOT NPO BALANCE	4,832.50
07/27/2023	52400	GLAESER DAWES	NEW CONCRETE CURBING PAJTAS AMPHITHEATER	811.50
07/27/2023	52401	INTEGRITY BUSINESS SOLUTIONS	KITCHEN TOWELS (2 )	99.98
			KITCHEN TOWELS (2)	99.98
				<u>199.96</u>
07/27/2023	52402	JOSE A MIRELES	MOW & TRIM CITY PROPERTIES	1,220.00
07/27/2023	52403	JOYCE MATTHEWS	ELMS PARK DEPOSIT REFUND #4 7-22-23	200.00
07/27/2023	52404	KIM STREBY	ELMS PARK DEPOSIT REFUND 7-23-23 #4	200.00
07/27/2023	52405	MAEGAN PITTS	ELMS PARK 7/22/23 #1 DEPOSIT REFUND	200.00

Check Date	Check	Vendor Name	Description	Amount
07/27/2023	52406	MARY BORDEN	UB refund for account: 0008351100	98.57
07/27/2023	52407	METRO POLICE AUTH OF GENESEE COUNTY	ORDINANCE FEES JUNE 2023	999.90
07/27/2023	52408	MOLLY MAID OF METAMORA LLC	CLEANING CITY HALL 7/21/23	186.00
07/27/2023	52409	PARAGON LABORATORIES INC	WATER SAMPLES WO SWARTZ CREEK	702.00
07/27/2023	52410	ROBERT BINCSIK	REIMB FOR 2 CAPACITOR FOR CITY HALL AC U	70.00
07/27/2023	52411	STATE OF MICHIGAN-DEQ WTR	DRINKING WATER LAB TESTING	48.00
			DRINKING WATER LAB TESTING	48.00
				<u>96.00</u>
07/27/2023	52412	TODD THORNTON	DEPOSIT REFUND ELMS PARK #2 7-22-23	<u>200.00</u>
GEN TOTALS:				
Total of 135 Checks:				995,332.35
Less 2 Void Checks:				<u>136.44</u>
Total of 133 Disbursements:				995,195.91

REVENUE AND EXPENDITURE REPORT FOR CITY OF SWARTZ CREEK  
PERIOD ENDING 07/31/2023

GL NUMBER	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	YTD BALANCE 07/31/2023	AVAILABLE BALANCE	% BDGT USED
Fund 101 - General Fund					
000.000 - General	2,652,434.00	2,652,434.00	889,585.94	1,762,848.06	33.54
301.000 - Police Dept	4,700.00	4,700.00	0.00	4,700.00	0.00
345.000 - PUBLIC SAFETY BUILDING	24,200.00	24,200.00	52.48	24,147.52	0.22
371.000 - Building/Zoning/Planning	75,865.00	75,865.00	3,731.00	72,134.00	4.92
444.000 - Sidewalks	3,000.00	3,000.00	0.00	3,000.00	0.00
448.000 - Lighting	8,721.52	8,721.52	643.46	8,078.06	7.38
523.000 - Grass, Brush & Weeds	3,600.00	3,600.00	3,600.00	0.00	100.00
694.000 - Community Development Block Grant	39,822.25	39,822.25	0.00	39,822.25	0.00
728.005 - Holland Square Streetscape	40,000.00	40,000.00	0.00	40,000.00	0.00
780.500 - Mundy Twp Park Services	10,166.00	10,166.00	0.00	10,166.00	0.00
782.000 - Facilities - Abrams Park	230.00	230.00	6,140.00	(5,910.00)	2,669.57
783.000 - Facilities - Elms Rd Park	10,000.00	10,000.00	880.00	9,120.00	8.80
786.000 - Non-Motorized Trailway	65,000.00	95,000.00	0.00	95,000.00	0.00
790.000 - Facilities-Senior Center/Libr	5,300.00	5,300.00	0.00	5,300.00	0.00
794.000 - Community Promotions Program	0.00	0.00	4,250.00	(4,250.00)	100.00
<b>TOTAL REVENUES</b>	<b>2,943,038.77</b>	<b>2,973,038.77</b>	<b>908,882.88</b>	<b>2,064,155.89</b>	<b>30.57</b>

GL NUMBER	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	YTD BALANCE 07/31/2023	AVAILABLE BALANCE	% BDGT USED
000.000 - General	13,524.00	13,524.00	1,126.55	12,397.45	8.33
101.000 - Council	25,253.09	25,253.09	5,544.85	19,708.24	21.96
172.000 - Executive	296,605.20	296,605.20	17,089.28	279,515.92	5.76
215.000 - Administration and Clerk	40,701.14	40,701.14	5,672.20	35,028.94	13.94
228.000 - Information Technology	20,518.40	20,518.40	11,460.73	9,057.67	55.86
247.000 - Board of Review	3,916.00	3,916.00	0.00	3,916.00	0.00
253.000 - Treasurer	111,205.57	111,205.57	4,481.55	106,724.02	4.03
257.000 - Assessor	55,199.09	55,199.09	3,514.74	51,684.35	6.37
262.000 - Elections	79,024.09	79,024.09	3,856.37	75,167.72	4.88
265.000 - Facilities - City Hall	18,106.00	18,106.00	1,814.93	16,291.07	10.02
266.000 - Legal Council	18,900.00	18,900.00	0.00	18,900.00	0.00
301.000 - Police Dept	7,925.00	7,925.00	3,968.20	3,956.80	50.07
301.266 - Legal Council PSFY	24,000.00	24,000.00	0.00	24,000.00	0.00
301.851 - Retiree Employer Health Care PSFY	34,250.00	34,250.00	2,037.83	32,212.17	5.95
334.000 - Metro Police Authority	1,210,137.00	1,210,137.00	298,063.25	912,073.75	24.63
336.000 - Fire Department	182,362.29	182,362.29	63,906.98	118,455.31	35.04
345.000 - PUBLIC SAFETY BUILDING	38,427.00	38,427.00	3,927.70	34,499.30	10.22
371.000 - Building/Zoning/Planning	126,652.09	126,652.09	3,563.29	123,088.80	2.81



GL NUMBER	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	YTD BALANCE 07/31/2023	AVAILABLE BALANCE	% BDGT USED
444.000 - Sidewalks	4,925.00	4,925.00	0.00	4,925.00	0.00
448.000 - Lighting	103,000.00	103,000.00	0.00	103,000.00	0.00
523.000 - Grass, Brush & Weeds	1,500.00	1,500.00	80.00	1,420.00	5.33
567.000 - Facilities - Cemetery	2,772.25	2,772.25	275.23	2,497.02	9.93
694.000 - Community Development Block Grant	39,822.25	39,822.25	0.00	39,822.25	0.00
728.000 - Economic Development	12,865.00	12,865.00	0.00	12,865.00	0.00
780.000 - Parks & Recreation	13,786.00	13,786.00	1,279.40	12,506.60	9.28
780.500 - Mundy Twp Park Services	9,552.00	9,552.00	370.25	9,181.75	3.88
782.000 - Facilities - Abrams Park	75,872.87	75,872.87	3,934.66	71,938.21	5.19
783.000 - Facilities - Elms Rd Park	99,605.51	99,605.51	5,910.73	93,694.78	5.93
788.000 - Otterburn Disc Golf Park	62,505.00	62,505.00	0.00	62,505.00	0.00
790.000 - Facilities-Senior Center/Libr	28,881.00	28,881.00	4,412.70	24,468.30	15.28
794.000 - Community Promotions Program	63,573.00	63,573.00	4,863.16	58,709.84	7.65
797.000 - Facilities - City Parking Lots	8,700.00	8,700.00	0.00	8,700.00	0.00
851.000 - Retired Employee Health Care	32,460.00	32,460.00	1,332.21	31,127.79	4.10
965.000 - Transfers Out	281,000.00	281,000.00	0.00	281,000.00	0.00
TOTAL EXPENDITURES	3,147,525.84	3,147,525.84	452,486.79	2,695,039.05	14.38

GL NUMBER	2023-24	2023-24	YTD BALANCE 07/31/2023	AVAILABLE BALANCE	% BDGT USED
	ORIGINAL BUDGET	AMENDED BUDGET			
TOTAL REVENUES	2,943,038.77	2,973,038.77	908,882.88	2,064,155.89	30.57
TOTAL EXPENDITURES	3,147,525.84	3,147,525.84	452,486.79	2,695,039.05	14.38
NET OF REVENUES & EXPENDITURES	(204,487.07)	(174,487.07)	456,396.09	(630,883.16)	261.56
Fund 202 - Major Street Fund					
000.000 - General ***	600,075.00	600,075.00	(48,729.14)	648,804.14	(8.12)
441.000 - Miller Rd Park & Ride	5,000.00	5,000.00	0.00	5,000.00	0.00
454.000 - Major Streets Projects	1,124,549.10	1,124,549.10	0.00	1,124,549.10	0.00
463.000 - Routine Maint - Streets	0.00	0.00	1,340.00	(1,340.00)	100.00
478.000 - Snow & Ice Removal	3,800.00	3,800.00	0.00	3,800.00	0.00
TOTAL REVENUES	1,733,424.10	1,733,424.10	(47,389.14)	1,780,813.24	(2.73)
228.000 - Information Technology	900.00	900.00	599.97	300.03	66.66
429.000 - Occupational Safety	0.00	0.00	19.96	(19.96)	100.00
441.000 - Miller Rd Park & Ride	5,784.00	5,784.00	427.14	5,356.86	7.38
449.500 - Right of Way - General	15,000.00	15,000.00	0.00	15,000.00	0.00
449.501 - Right of Way - Storms	15,000.00	15,000.00	0.00	15,000.00	0.00
452.100 - Safe Routes to School Grant	220,782.68	220,782.68	1,114.57	219,668.11	0.50
454.000 - Major Streets Projects	1,309,836.20	1,309,836.20	32.08	1,309,804.12	0.00
463.000 - Routine Maint - Streets	77,054.00	77,054.00	5,463.80	71,590.20	7.09
473.000 - Routine Maint - Bridges	16,250.00	16,250.00	0.00	16,250.00	0.00
474.000 - Traffic Services	29,390.00	29,390.00	6,304.75	23,085.25	21.45

GL NUMBER	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	YTD BALANCE 07/31/2023	AVAILABLE BALANCE	% BDGT USED
478.000 - Snow & Ice Removal	61,079.00	61,079.00	611.59	60,467.41	1.00
482.000 - Administrative	16,084.00	16,084.00	645.27	15,438.73	4.01
538.500 - Intercommunity storm drains	14,540.00	14,540.00	750.00	13,790.00	5.16
TOTAL EXPENDITURES	1,781,699.88	1,781,699.88	15,969.13	1,765,730.75	0.90
Fund 202 - Major Street Fund:					
TOTAL REVENUES	1,733,424.10	1,733,424.10	(47,389.14)	1,780,813.24	2.73
TOTAL EXPENDITURES	1,781,699.88	1,781,699.88	15,969.13	1,765,730.75	0.90
NET OF REVENUES & EXPENDITURES	(48,275.78)	(48,275.78)	(63,358.27)	15,082.49	131.24
Fund 203 - Local Street Fund					
000.000 - General***	190,400.00	190,400.00	(17,244.62)	207,644.62	(9.06)
449.000 - Right of Way Telecomm	15,000.00	15,000.00	0.00	15,000.00	0.00
478.000 - Snow & Ice Removal	2,200.00	2,200.00	0.00	2,200.00	0.00
931.000 - Transfers IN	3,593,000.00	3,593,000.00	0.00	3,593,000.00	0.00
TOTAL REVENUES	3,800,600.00	3,800,600.00	(17,244.62)	3,817,844.62	(0.45)
228.000 - Information Technology	0.00	0.00	599.97	(599.97)	100.00
449.500 - Right of Way - General	14,000.00	14,000.00	0.00	14,000.00	0.00
449.501 - Right of Way - Storms	1,000.00	1,000.00	0.00	1,000.00	0.00
455.000 - Local Street Projects	3,593,000.00	3,593,000.00	1,116.68	3,591,883.32	0.03
463.000 - Routine Maint - Streets	66,016.67	66,016.67	7,659.73	58,356.94	11.60
474.000 - Traffic Services	10,621.00	10,621.00	862.41	9,758.59	8.12

GL NUMBER	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	YTD BALANCE 07/31/2023	AVAILABLE BALANCE	% BDGT USED
478.000 - Snow & Ice Removal	42,495.00	42,495.00	722.72	41,772.28	1.70
482.000 - Administrative	12,062.00	12,062.00	483.94	11,578.06	4.01
538.500 - Intercommunity storm drains	13,200.00	13,200.00	750.00	12,450.00	5.68
TOTAL EXPENDITURES	3,752,394.67	3,752,394.67	12,195.45	3,740,199.22	0.33
Fund 203 - Local Street Fund:					
TOTAL REVENUES	3,800,600.00	3,800,600.00	(17,244.62)	3,817,844.62	0.45
TOTAL EXPENDITURES	3,752,394.67	3,752,394.67	12,195.45	3,740,199.22	0.33
NET OF REVENUES & EXPENDITURES	48,205.33	48,205.33	(29,440.07)	77,645.40	61.07
Fund 204 - MUNICIPAL STREET FUND					
000.000 - General	7,150,145.00	7,150,145.00	755,826.41	6,394,318.59	10.57
TOTAL REVENUES	7,150,145.00	7,150,145.00	755,826.41	6,394,318.59	10.57
905.000 - Debt Service	174,953.63	174,953.63	320.83	174,632.80	0.18
965.000 - Transfers Out	3,593,000.00	3,593,000.00	0.00	3,593,000.00	0.00
TOTAL EXPENDITURES	3,767,953.63	3,767,953.63	320.83	3,767,632.80	0.01
Fund 204 - MUNICIPAL STREET FUND:					
TOTAL REVENUES	7,150,145.00	7,150,145.00	755,826.41	6,394,318.59	10.57
TOTAL EXPENDITURES	3,767,953.63	3,767,953.63	320.83	3,767,632.80	0.01
NET OF REVENUES & EXPENDITURES	3,382,191.37	3,382,191.37	755,505.58	2,626,685.79	22.34
Fund 226 - Garbage Fund					
000.000 - General	471,920.00	471,920.00	466,405.74	5,514.26	98.83
TOTAL REVENUES	471,920.00	471,920.00	466,405.74	5,514.26	98.83
101.000 - Council	3,951.00	3,951.00	1,209.69	2,741.31	30.62

GL NUMBER	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	YTD BALANCE 07/31/2023	AVAILABLE BALANCE	% BDGT USED
172.000 - Executive	8,915.50	8,915.50	1,438.45	7,477.05	16.13
215.000 - Administration and Clerk	2,922.20	2,922.20	625.36	2,296.84	21.40
228.000 - Information Technology	2,749.60	2,749.60	1,310.72	1,438.88	47.67
253.000 - Treasurer	14,428.00	14,428.00	437.46	13,990.54	3.03
265.000 - Facilities - City Hall	4,711.00	4,711.00	502.48	4,208.52	10.67
528.000 - Sanitation Collection	326,375.00	326,375.00	2,251.35	324,123.65	0.69
530.000 - Wood Chipping	56,106.00	56,106.00	6,444.81	49,661.19	11.49
782.000 - Facilities - Abrams Park	16,987.00	16,987.00	1,021.09	15,965.91	6.01
783.000 - Facilities - Elms Rd Park	19,548.00	19,548.00	1,178.94	18,369.06	6.03
TOTAL EXPENDITURES	456,693.30	456,693.30	16,420.35	440,272.95	3.60
Fund 226 - Garbage Fund:					
TOTAL REVENUES	471,920.00	471,920.00	466,405.74	5,514.26	98.83
TOTAL EXPENDITURES	456,693.30	456,693.30	16,420.35	440,272.95	3.60
NET OF REVENUES & EXPENDITURES	15,226.70	15,226.70	449,985.39	(434,758.69)	2,955.24
Fund 248 - Downtown Development Fund					
000.000 - General	167,754.50	167,754.50	15.54	167,738.96	0.01
TOTAL REVENUES	167,754.50	167,754.50	15.54	167,738.96	0.01
173.000 - DDA Administration	25,303.00	25,303.00	295.00	25,008.00	1.17
728.000 - Economic Development	33,375.00	33,375.00	0.00	33,375.00	0.00
728.002 - Streetscape	40,500.00	40,500.00	0.00	40,500.00	0.00

GL NUMBER	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	YTD BALANCE 07/31/2023	AVAILABLE BALANCE	% BDGT USED
728.003 - Facade Program	12,500.00	12,500.00	0.00	12,500.00	0.00
728.004 - Family Movie Night	8,793.75	8,793.75	2,054.00	6,739.75	23.36
TOTAL EXPENDITURES	120,471.75	120,471.75	2,349.00	118,122.75	1.95
Fund 248 - Downtown Development Fund:					
TOTAL REVENUES	167,754.50	167,754.50	15.54	167,738.96	0.01
TOTAL EXPENDITURES	120,471.75	120,471.75	2,349.00	118,122.75	1.95
NET OF REVENUES & EXPENDITURES	47,282.75	47,282.75	(2,333.46)	49,616.21	4.94
Fund 401 - Capital Project Fund					
931.000 - Transfers IN	60,000.00	60,000.00	0.00	60,000.00	0.00
TOTAL REVENUES	60,000.00	60,000.00	0.00	60,000.00	0.00
Fund 401 - Capital Project Fund:					
TOTAL REVENUES	60,000.00	60,000.00	0.00	60,000.00	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES	60,000.00	60,000.00	0.00	60,000.00	0.00
Fund 402 - Fire Equip Replacement Fund					
000.000 - General	2,000.00	2,000.00	0.04	1,999.96	0.00
931.000 - Transfers IN	226,000.00	226,000.00	0.00	226,000.00	0.00
TOTAL REVENUES	228,000.00	228,000.00	0.04	227,999.96	0.00
336.000 - Fire Department	341,617.50	341,617.50	0.00	341,617.50	0.00
TOTAL EXPENDITURES	341,617.50	341,617.50	0.00	341,617.50	0.00
Fund 402 - Fire Equip Replacement Fund:					
TOTAL REVENUES	228,000.00	228,000.00	0.04	227,999.96	0.00
TOTAL EXPENDITURES	341,617.50	341,617.50	0.00	341,617.50	0.00

GL NUMBER	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	YTD BALANCE 07/31/2023	AVAILABLE BALANCE	% BDGT USED
NET OF REVENUES & EXPENDITURES	(113,617.50)	(113,617.50)	0.04	(113,617.54)	0.00
Fund 590 - Sanitary Sewer Fund					
000.000 - General***	10,077.50	10,077.50	(7,493.21)	17,570.71	(74.36)
536.000 - Sewer System***	1,383,000.00	1,383,000.00	(35,925.41)	1,418,925.41	(2.60)
TOTAL REVENUES	1,393,077.50	1,393,077.50	(43,418.62)	1,436,496.12	(3.12)
101.000 - Council	9,912.00	9,912.00	3,025.22	6,886.78	30.52
172.000 - Executive	36,602.39	36,602.39	5,254.88	31,347.51	14.36
215.000 - Administration and Clerk	13,051.28	13,051.28	2,470.63	10,580.65	18.93
228.000 - Information Technology	9,940.00	9,940.00	4,456.40	5,483.60	44.83
253.000 - Treasurer	66,785.03	66,785.03	2,922.84	63,862.19	4.38
265.000 - Facilities - City Hall	9,613.50	9,613.50	1,224.89	8,388.61	12.74
536.000 - Sewer System	1,162,224.00	1,162,224.00	5,730.27	1,156,493.73	0.49
537.000 - Sewer Lift Stations	11,165.00	11,165.00	497.16	10,667.84	4.45
542.000 - Read and Bill	66,928.00	66,928.00	5,044.37	61,883.63	7.54
850.000 - Other Functions	8,000.00	8,000.00	0.00	8,000.00	0.00
965.000 - Transfers Out	2,500.00	2,500.00	0.00	2,500.00	0.00
TOTAL EXPENDITURES	1,396,721.20	1,396,721.20	30,626.66	1,366,094.54	2.19
Fund 590 - Sanitary Sewer Fund:					
TOTAL REVENUES	1,393,077.50	1,393,077.50	(43,418.62)	1,436,496.12	3.12
TOTAL EXPENDITURES	1,396,721.20	1,396,721.20	30,626.66	1,366,094.54	2.19

GL NUMBER	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	YTD BALANCE 07/31/2023	AVAILABLE BALANCE	% BDGT USED
NET OF REVENUES & EXPENDITURES	(3,643.70)	(3,643.70)	(74,045.28)	70,401.58	2,032.15
Fund 591 - Water Supply Fund					
000.000 - General***	9,000.00	9,000.00	(984.70)	9,984.70	(10.94)
540.000 - Water System***	2,300,750.00	2,300,750.00	(60,869.15)	2,361,619.15	(2.65)
TOTAL REVENUES	2,309,750.00	2,309,750.00	(61,853.85)	2,371,603.85	(2.68)
101.000 - Council	9,375.00	9,375.00	3,025.22	6,349.78	32.27
172.000 - Executive	36,394.86	36,394.86	5,439.42	30,955.44	14.95
215.000 - Administration and Clerk	16,096.28	16,096.28	2,470.60	13,625.68	15.35
228.000 - Information Technology	9,940.00	9,940.00	4,456.39	5,483.61	44.83
253.000 - Treasurer	87,091.53	87,091.53	2,506.28	84,585.25	2.88
265.000 - Facilities - City Hall	9,297.50	9,297.50	1,228.41	8,069.09	13.21
540.000 - Water System	2,361,062.00	2,361,062.00	23,949.85	2,337,112.15	1.01
542.000 - Read and Bill	47,702.00	47,702.00	1,970.10	45,731.90	4.13
543.230 - Water Main Repair USDA Grant	4,369,435.00	4,369,435.00	145.64	4,369,289.36	0.00
850.000 - Other Functions	10,000.00	10,000.00	0.00	10,000.00	0.00
905.000 - Debt Service	67,370.13	67,370.13	10,000.00	57,370.13	14.84
965.000 - Transfers Out	2,500.00	2,500.00	0.00	2,500.00	0.00
TOTAL EXPENDITURES	7,026,264.30	7,026,264.30	55,191.91	6,971,072.39	0.79

Fund 591 - Water Supply Fund:

City Council Packet



GL NUMBER	2023-24	2023-24	YTD BALANCE 07/31/2023	AVAILABLE BALANCE	% BDGT USED
	ORIGINAL BUDGET	AMENDED BUDGET			
TOTAL REVENUES	2,309,750.00	2,309,750.00	(61,853.85)	2,371,603.85	2.68
TOTAL EXPENDITURES	7,026,264.30	7,026,264.30	55,191.91	6,971,072.39	0.79
NET OF REVENUES & EXPENDITURES	(4,716,514.30)	(4,716,514.30)	(117,045.76)	(4,599,468.54)	2.48
Fund 661 - Motor Pool Fund					
000.000 - General	218,795.00	218,795.00	20,066.10	198,728.90	9.17
TOTAL REVENUES	218,795.00	218,795.00	20,066.10	198,728.90	9.17
172.000 - Executive	11,240.00	11,240.00	11,438.96	(198.96)	101.77
228.000 - Information Technology	815.00	815.00	720.30	94.70	88.38
253.000 - Treasurer	1,195.00	1,195.00	111.07	1,083.93	9.29
265.100 - Facilities - City Garage	390,106.50	390,106.50	2,452.22	387,654.28	0.63
850.000 - Other Functions	3,000.00	3,000.00	0.00	3,000.00	0.00
TOTAL EXPENDITURES	406,356.50	406,356.50	14,722.55	391,633.95	3.62
Fund 661 - Motor Pool Fund:					
TOTAL REVENUES	218,795.00	218,795.00	20,066.10	198,728.90	9.17
TOTAL EXPENDITURES	406,356.50	406,356.50	14,722.55	391,633.95	3.62
NET OF REVENUES & EXPENDITURES	(187,561.50)	(187,561.50)	5,343.55	(192,905.05)	2.85

\*\*\* Negative year to date balances are due to revenue being received in FY24 that is accrued back to FY23.

this includes Act 51 Revenue for Funds 202 Major Streets & 203 Local Streets

Sewer Fund investment interest and the last 10 days of June sewer revenue

Water Fund investment interest and the last 10 days of June water revenue



August 12, 2023

Deanna Korth  
City Treasurer  
City of Swartz Creek  
8083 Civic Drive  
Swartz Creek, MI 48473

**RE: Interim-Year Financial Disclosure of Other Post-Employment Benefits under GASB Statement No. 75 as of June 30, 2023**

Dear Deanna:

Enclosed is the interim-year financial disclosure of Other Post-Employment Benefits (OPEBs) under GASB Statement No. 75 for City of Swartz Creek.

Please review the results thoroughly. If you have any further questions or concerns, feel free to reach out to me by phone at 216.525.4683, or by e-mail at [AJJohnson@CBIZ.com](mailto:AJJohnson@CBIZ.com).

Respectfully,

---

Alex J. Johnson, ASA, FCA, MAAA  
Actuarial Managing Consultant

Enclosure(s)





**Interim-Year Financial Disclosure  
of  
Other Post Employment Benefits (OPEBs)  
as of June 30, 2023  
under  
GASB Statement No. 75  
City of Swartz Creek**

Report Prepared August 12, 2023

*The information provided herein is the confidential and proprietary work product of CBIZ and cannot be disclosed, copied or distributed to outside third parties without the prior written consent of CBIZ. This information can be expressly used only for the intended purpose and recipient.*





# City of Swartz Creek

## Interim-Year Financial Disclosure as of June 30, 2023

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# City of Swartz Creek Interim-Year Financial Disclosure as of June 30, 2023

## Actuarial Certification

We, the undersigned, are consulting actuaries associated with the firm CBIZ Benefits & Insurance Services, Inc. We are members of the American Academy of Actuaries and meet its qualification standards to provide statements of actuarial opinion for the financial disclosure of Other Postemployment Benefits (OPEBs). We have completed an interim-year financial disclosure of the OPEB Plan for the City of Swartz Creek as of June 30, 2023. This report contains the results of the disclosure, which are calculated by rolling forward the results of the actuarial valuation dated July 1, 2021 with actual benefit payments and investment experience.

To the best of our knowledge, the information supplied in this report is complete and accurate. In our opinion, the methods and assumptions used in the report comply with the Governmental Accounting Standards Board (GASB), particularly GASB Statement No. 75, "Accounting and Financial Reporting for Postemployment Benefits Other Than Pension". The assumptions are related reasonably to the past experience of the Plan, and they represent our best estimate of anticipated experience under the Plan. Nevertheless, the actual costs of the plan in the future will differ from the results of the valuation, as the emerging experience varies from the assumptions projected in the valuation.

We have relied on the City for the accuracy and completeness of the benefit plans, assets, claims and premium data, and the employee census. While we have not audited the data, we have reviewed it for reasonableness and consistency. A summary of our understanding of the plan features is provided in this report.

This report has been prepared for the use and benefit of the City in assessing the effect of GASB Statement No. 75 on accounting for OPEB plans and, in some instances, reporting to the State of Michigan via Form 5572 under Public Act 202 of 2017. It should not be relied upon for other purposes, and it is not intended to benefit any other party. It may be shared in its entirety with all auditors and the general public.

Neither CBIZ nor any of the employees working on this engagement has any relationship with the City of Swartz Creek that may impair, or appear to impair, the independence and objectivity of our work.

This financial disclosure was prepared in accordance with the applicable Statements of the Governmental Accounting Standards Board and the Actuarial Standards of Practice issued by the American Academy of Actuaries.

Frank T. Vedegys, FSA, EA, MAAA  
Senior Consulting Actuary

Alex J. Johnson, ASA, FCA, MAAA  
Actuarial Managing Consultant

August 12, 2023

Date





## City of Swartz Creek Interim-Year Financial Disclosure as of June 30, 2023

### Statement of Changes in Fiduciary Net Position

	7/1/2022 - 6/30/2023		
	OPEB Trust	Pay-as-you-go	Total
Balance as of Beginning of Year	\$ 0	\$ 0	\$ 0
Employer Contributions	0	50,303	50,303
Employee Contributions	0	0	0
Retiree Premium Contributions	0	0	0
Implicit Subsidy	0	0	0
Investment Income, net of investment expenses	0	0	0
<b>Total Additions</b>	<b>\$ 0</b>	<b>\$ 50,303</b>	<b>\$ 50,303</b>
Total Benefit Payments	0	(50,303)	(50,303)
Non-Investment Expenses	0	0	0
<b>Total Deductions</b>	<b>\$ 0</b>	<b>\$ (50,303)</b>	<b>\$ (50,303)</b>
Net Change	\$ 0	\$ 0	\$ 0
Balance as of End of Year	\$ 0	\$ 0	\$ 0
Money-Weighted Rate of Return	0.00%	0.00%	0.00%



# City of Swartz Creek GASB Statement No. 75

## OPEB Expense (Income)

	Measurement Period Ending	
	6/30/2023	6/30/2022
<b>OPEB Expense (Income)</b>	<i>Actual</i>	<i>Actual</i>
1. Service Cost	\$ 3,142	\$ 5,337
2. Interest Cost	18,807	12,862
3. Non-Investment Administrative Expenses	0	0
4. Employee Contributions	0	0
5. Projected Earnings on Fiduciary Net Position	0	0
6. Recognition of Deferred Outflows/(Inflows) related to:		
Net difference between projected and actual earnings	0	0
Differences between expected and actual experience	550	(4,847)
Changes in assumptions	(18,063)	(73,938)
7. Ad Hoc Postemployment Benefit Changes	0	0
8. OPEB Expense (Income)	\$ 4,436	\$ (60,586)

<b>Development of Interest Cost on:</b>	<b>% of Period</b>			
1. Beginning Total OPEB Liability	100%	\$ 19,707	\$ 13,044	
2. Service Cost	100%	129	116	
3. Benefit Payments	50%	(1,029)	(298)	
4. Total Interest Cost on Total OPEB Liability		\$ 18,807	\$ 12,862	

<b>Development of Projected Earnings on:</b>	<b>% of Period</b>			
1. Beginning Fiduciary Net Position	100%	\$ 0	\$ 0	
2. Employer Contributions	50%	0	0	
3. Employee Contributions	50%	0	0	
4. Benefit Payments	50%	0	0	
5. Non-Investment Administrative Expenses	50%	0	0	
6. Total Projected Earnings on Fiduciary Net Position		\$ 0	\$ 0	

<b>Key Assumptions for OPEB Expense (Income)</b>		
Discount Rate	4.09%	2.18%
Annual Wage Increase	3.00%	3.00%
Expected Return on Assets	N/A	N/A

<b>Key Assumptions for Net OPEB Liability</b>		
Discount Rate	4.13%	4.09%
Annual Wage Increase	3.00%	3.00%
Expected Return on Assets	N/A	N/A



# City of Swartz Creek GASB Statement No. 75

## Net OPEB Liability

	Measurement Period Ending	
	6/30/2023	6/30/2022
<b>Reconciliation of Total OPEB Liability</b>	<i>Actual</i>	<i>Actual</i>
1. Total OPEB Liability at End of Prior Year	\$ 481,842	\$ 591,864
2. Service Cost	3,142	5,337
3. Interest Cost	18,807	12,862
4. Net Benefits Paid by Employer	(50,303)	(27,337)
5. Ad Hoc Postemployment Benefit Changes	0	0
6. Differences between expected and actual experience	2,025	(6,154)
7. Changes in assumptions	(1,197)	(94,730)
8. Total OPEB Liability at End of Year	\$ 454,316	\$ 481,842
<b>Reconciliation of Fiduciary Net Position</b>		
1. Fiduciary Net Position at End of Prior Year	\$ 0	\$ 0
2. Projected Earnings on Fiduciary Net Position	0	0
3. Difference Between Projected and Actual Earnings	0	0
4. Employer Contributions	50,303	27,337
5. Net Benefits Paid by Employer	(50,303)	(27,337)
6. Non-Investment Administrative Expenses	0	0
7. Employee Contributions	0	0
8. Fiduciary Net Position at End of Year	\$ 0	\$ 0
Money-Weighted Rate of Return	0.00%	0.00%
<b>Net OPEB Liability (Asset)</b>		
1. Total OPEB Liability	\$ 454,316	\$ 481,842
2. Fiduciary Net Position	0	0
3. Net OPEB Liability (Asset)	\$ 454,316	\$ 481,842
Fiduciary Net Position as a % of Total OPEB Liability	0.00%	0.00%
Covered Payroll	\$ 138,452	\$ 189,047
Net OPEB Liability (Asset) as a % of Covered Payroll	328.14%	254.88%
Net OPEB Liability: 1% increase in the discount rate	\$ 418,331	\$ 443,812
Net OPEB Liability: 1% decrease in the discount rate	496,051	525,967
Net OPEB Liability: 1% increase in healthcare trend	457,146	484,786
Net OPEB Liability: 1% decrease in healthcare trend	451,032	478,457





# City of Swartz Creek GASB Statement No. 75

## Deferred Outflows (Inflows)

	Measurement Period Ending	
	6/30/2023	6/30/2022
	<i>Actual</i>	<i>Actual</i>
<b>Deferred Inflows of Resources Related to OPEB</b>		
1. Net difference between projected and actual earnings	\$ 0	\$ 0
2. Differences between expected and actual experience	0	1,110
3. Changes in assumptions	216	17,082
4. Total	\$ 216	\$ 18,192
<b>Deferred Outflows of Resources Related to OPEB</b>		
1. Net difference between projected and actual earnings	\$ 0	\$ 0
2. Differences between expected and actual experience	365	0
3. Changes in assumptions	0	0
4. Contributions subsequent to measurement date	0	0
5. Total	\$ 365	\$ 0

### Schedule of Deferred Outflows (Inflows)

Amounts reported as deferred outflows or deferred inflows of resources related to OPEBs will be recognized in OPEB expense as follows:

MPE 6/30/2023		MPE 6/30/2022	
2024	\$ 149	2023	\$ (18,192)
2025	-	2024	-
2026	-	2025	-
2027	-	2026	-
2028	-	2027	-
2029+	-	2028+	-



## City of Swartz Creek GASB Statement No. 75

### Deferred Outflows (Inflows) (cont.)

#### Deferred Outflows/(Inflows) - Historical Amortization Schedules

Meas. Period Ending	Original Amount	Current-Year Amortization Amount	Original Amortization Period	Outstanding Balance at 6/30/2023	Outstanding Balance at 6/30/2022
<u>Differences between expected and actual experience</u>					
2023	\$ 2,025	\$ 1,660	1.22	\$ 365	N/A
2022	(6,154)	(1,110)	1.22	0	(1,110)
<u>Changes in assumptions</u>					
2023	\$ (1,197)	\$ (981)	1.22	\$ (216)	N/A
2022	(94,730)	(17,082)	1.22	0	(17,082)



## City of Swartz Creek Interim-Year Financial Disclosure as of June 30, 2023

### 10-Year Schedule of Employer Contributions

Fiscal Year Ended	Actuarially Determined Contribution (a)	Historical Contribution (b)	Contribution Deficiency (Excess) (a) - (b)	Covered Payroll (c)	Contributions as a Percentage of Covered Payroll (b) / (c)
6/30/2014	\$112,056	\$34,950	\$77,106	\$0	0.00%
6/30/2015	149,407	49,969	99,438	0	0.00%
6/30/2016	128,394	43,768	84,626	0	0.00%
6/30/2017	66,041	34,861	31,180	0	0.00%
6/30/2018	38,287	46,938	(8,651)	250,825	18.71%
6/30/2019	41,816	42,537	(721)	215,943	19.70%
6/30/2020	35,983	38,441	(2,458)	107,845	35.64%
6/30/2021	36,220	42,780	(6,560)	202,102	21.17%
6/30/2022	35,005	27,337	7,668	189,047	14.46%
6/30/2023	34,207	50,303	(16,096)	138,452	36.33%

As of fiscal year ended 2020, the ADC is calculated in accordance with the requirements of Public Act 202 of 2017, namely Numbered Letter 2018-3. For fiscal years ended 2018 and 2019, the ADC was calculated in accordance with the Employer's funding policy, substantive or otherwise. For all prior years, the ADC is equal to the Annual Required Contribution (ARC) as calculated under GASB No. 45.



# City of Swartz Creek

## Interim-Year Financial Disclosure as of June 30, 2023

### Form 5572 Compliance Guide

#### The Protecting Local Government Retirement and Benefits Act (PA 202 of 2017) Health Care (OPEB Report)

<b>Fiscal Year End Date</b>	<b>6/30/2023</b>
<b>Measurement Date</b>	<b>6/30/2023</b>
<b>Valuation Date</b>	<b>7/1/2021</b>

Line	Descriptive Information	Actual
1	Is this unit a primary unit (County, Township, City, Village)?	Yes
2	Name of your retirement health care system	City of Swartz Creek
3	<b>Financial Information</b>	
4	Retirement health care system's assets (system fiduciary net position ending)	\$0
5	Retirement health care system's liabilities (total OPEB liability)	\$454,316
6	Funded ratio: (4)/(5)	0.00%
7	Actuarially Determined Contribution (ADC)	\$34,207
7a	Is ADC calculated in compliance with Numbered Letter 2018-3?	Yes
8	Governmental Fund Revenues	5,913,347
9	ADC as % of Governmental Fund Revenues: (7)/(8)	0.58%
10	<b>Membership<sup>^</sup></b>	
11	Number of Active Members	3
12	Number of Inactive Members (entitled to future benefits)	0
13	Number of Retirees and Beneficiaries	8
14	Amount of (net) premiums paid on behalf of the retirants	\$50,303
15	<b>Investment Performance</b>	
16	Actual Rate of Return - Prior 1-year period	0.00%
17	Actual Rate of Return - Prior 5-year period	0.00%
18	Actual Rate of Return - Prior 10-year period	0.00%
19	<b>Actuarial Assumptions</b>	
20	Assumed Rate of Investment Return	0.00%
21	Discount Rate	4.13%
22	Amortization method utilized for funding the system's unfunded actuarial accrued liability	Level Dollar
23	Amortization period utilized for funding the system's unfunded actuarial accrued liability	25
24	Is each division within the system closed to new employees?	Yes
25	Health Care inflation assumption for the next year	7.25% pre-65 / 5.50% post-65
26	Health care inflation assumption - Long-Term Trend Rate	4.50%

<sup>^</sup> Membership is based on participant data provided as of the valuation date. For interim-years, counts may need updated by the Employer upon completion of Form 5572.



# City of Swartz Creek

## Interim-Year Financial Disclosure as of June 30, 2023

### Form 5572 Compliance Guide

#### The Protecting Local Government Retirement and Benefits Act (PA 202 of 2017) Health Care (OPEB Report)

<b>Fiscal Year End Date</b>	<b>6/30/2023</b>
<b>Measurement Date</b>	<b>6/30/2023</b>
<b>Valuation Date</b>	<b>7/1/2021</b>

**Line Descriptive Information**

<b>27</b>	<b>Uniform Assumptions</b>	<i>Actual</i>
<b>28</b>	Retirement health care system's actuarial value of assets using uniform assumptions	\$0
<b>29</b>	Retirement health care system's actuarial accrued liabilities using uniform assumptions	\$478,172
<b>30</b>	Funded ratio using uniform assumptions: (28)/(29)	0.00%
<b>31</b>	Actuarially Determined Contribution (ADC) using uniform assumptions <sup>1</sup>	\$31,961
<b>32</b>	ADC using uniform assumptions as % of Governmental Fund Revenues: (31)/(8)	0.54%

**36 Does this system trigger "underfunded status" as defined by PA 202 of 2017? No**

*Primary Units: Yes, if Funded Ratio is less than 40% AND ARC is greater than 12% of Governmental Fund Revenues*  
*Non-Primary Units: Yes, if Funded Ratio is less than 40%*

#### <sup>1</sup>Development of Actuarially Determined Contribution (ADC) using Uniform Assumptions

	<b>6/30/2023</b>
<u>Normal Cost Component</u>	
Normal Cost	\$ 3,819
<u>Amortization Component</u>	
Actuarial Accrued Liability	\$ 478,172
Actuarial Value of Assets	0
Unfunded Actuarial Accrued Liability	\$ 478,172
Amortization Factor	16.99112
Amortization Payment	\$ 28,142
<b>Actuarially Determined Contribution (ADC) using Uniform Assumptions</b>	<b>\$ 31,961</b>

Discount Rate:	3.54%
Annual Wage Increase:	3.00%
Amortization Period (years):	25
Amortization Method:	Level Dollar
Plan Type (Open vs. Closed):	Closed





## City of Swartz Creek Interim-Year Financial Disclosure as of June 30, 2023

### Participant Summary as of July 1, 2021

**Participant Summary**

Metric	Active Employees	Retirees and Spouses
Covered Participants	3	8
Average Age	61.9	68.3
Average Service	35.4	N/A
Percentage Male	66.7	37.5

**Age and Service Chart**

Attained Age	Years of Credited Service										
	<1	1 to 4	5 to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 to 39	40+	Total
Under 25	0	0	0	0	0	0	0	0	0	0	0
25 to 29	0	0	0	0	0	0	0	0	0	0	0
30 to 34	0	0	0	0	0	0	0	0	0	0	0
35 to 39	0	0	0	0	0	0	0	0	0	0	0
40 to 44	0	0	0	0	0	0	0	0	0	0	0
45 to 49	0	0	0	0	0	0	0	0	0	0	0
50 to 54	0	0	0	0	0	0	0	0	0	0	0
55 to 59	0	0	0	0	1	0	0	0	1	0	2
60 to 64	0	0	0	0	0	0	0	0	0	0	0
65 to 70	0	0	0	0	0	0	0	0	0	0	0
70+	0	0	0	0	0	0	0	0	0	1	1
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>3</b>



# City of Swartz Creek

## Interim-Year Financial Disclosure as of June 30, 2023

### Plan Provisions

---

**Retiree Benefits and Eligibility**

The Employer provides medical, pharmacy, dental, vision, and life insurance benefits for eligible retired Supervisors and AFSCME employees and their spouses. Benefits are provided through fully-insured plans administered by Blue Cross Blue Shield of Michigan.

*Supervisors*

Hired prior to April 7, 2014, and  
Age 50 with 15 years of service upon retirement/duty-related disablement

*AFSCME*

Age 55 with 25 years of full-time service

**Current Retirees**

Specific benefits for current retirees that differ from those listed below were detailed in the participant data provided by the Employer.

**Length of Benefits**

*Supervisors*

Retiree: Life  
Spouse: Until age 65

*AFSCME*

Retiree: Life, if hired prior to January 1, 2006, and retired on or after July 1, 2016. Otherwise, benefits end at age 65.

**Retiree Contributions**

*Supervisors*

Pre-65: retirees and spouses pay a percentage of the fully-insured medical and pharmacy premium equivalent rates below, based on years of service at retirement:

Service	Percent
15 - 19	60%
20 - 24	45
25+	30

Post-65: retirees with a date of retirement prior to July 1, 2019 receive a monthly stipend of \$325 to pay for healthcare expenses in lieu of coverage through the Employer's plan. Those with a date of retirement after June 30, 2019 receive a monthly stipend of \$450.



## City of Swartz Creek Interim-Year Financial Disclosure as of June 30, 2023

### Plan Provisions

---

**Retiree** *AFSCME*

**Contributions (cont.)** Pre-65: the Employer contributes \$446 per month toward the cost of healthcare coverage. The retiree is responsible for the remaining premium cost for self and spouse.

Post-65: retirees receive a monthly stipend of \$250 to pay for healthcare expenses in lieu of coverage through the Employer's plan.

All retirees and spouses are required to pay 100% of dental, vision, and life insurance premium equivalent rates. As these costs do not vary materially by age, no liability is assumed for these benefits.

**Annual Premium Equivalent Rates per Person**

Age	Suffix 0002	Suffix 0005
50	\$ 4,608	\$ 5,400
51	4,812	5,639
52	5,036	5,902
53	5,263	6,168
54	5,508	6,455
55	5,753	6,742
56	6,019	7,054
57	6,288	7,368
58	6,574	7,704
59	6,716	7,870
60	7,002	8,205
61	7,250	8,496
62	7,412	8,686
63	7,616	8,925
64	7,740	9,070

**Changes Since Prior Measurement Date** None





# City of Swartz Creek

## Interim-Year Financial Disclosure as of June 30, 2023

### Actuarial Methods and Assumptions

---

<b>Actuarial Valuation Date</b>	July 1, 2021
<b>Actuarial Cost Method</b>	Individual Entry Age Normal as a level percentage of payroll
<b>Discount Rate</b>	2.18%      at valuation date 4.09%      as of measurement period ending June 30, 2022 4.13%      as of measurement period ending June 30, 2023
<b>Annual Wage Increases</b>	3.00%
<b>Price Inflation</b>	2.50%
<b>Investment Rate of Return</b>	N/A
<b>Actuarial Value of Assets</b>	N/A
<b>Healthcare Reform</b>	<p>Per the <i>Setting Every Community Up for Retirement Enhancement Act</i> ("SECURE"), signed into law on December 20, 2019, the excise tax on high-cost healthcare plans ("Cadillac" tax) scheduled to take effect in 2022 has been repealed. As a result the liability for future excise taxes is zero.</p> <p>Other aspects of the Affordable Care Act were included in the valuation only to the extent they have already been implemented in the plan.</p>
<b>Annual Per-Capita Claims Costs</b>	Starting pre-Medicare per capita costs were set equal to the per-person annual premium equivalent rates as listed in the Summary of Plan Provisions. These costs are age-specific by covered individual and, thus, require no further adjustment.
<b>Public Act 152 Hard Caps</b>	Single:      \$ 7,043.89 Couple:      14,730.96 Family:      19,210.66
<b>Maximum Reimbursements</b>	For retirees that receive an annual reimbursement for medical costs, it is assumed that the retirees will receive the maximum reimbursement allowed.



# City of Swartz Creek

## Interim-Year Financial Disclosure as of June 30, 2023

### Actuarial Methods and Assumptions

#### Annual Healthcare Trend

Years after Valuation	Medical/Pharmacy		PA 152 Hard Caps	Fixed Stipends
	Pre-65	Post-65		
1	7.25%	5.50%	3.00%	0.00%
2	7.00	5.25	3.00	0.00
3	6.75	5.00	3.00	0.00
4	6.50	4.75	3.00	0.00
5	6.25	4.50	3.00	0.00
6	6.00	4.50	3.00	0.00
7	5.75	4.50	3.00	0.00
8	5.50	4.50	3.00	0.00
9	5.25	4.50	3.00	0.00
10	5.00	4.50	3.00	0.00
11	4.75	4.50	3.00	0.00
12+	4.50	4.50	3.00	0.00

#### Participation

*Future Retirees:* 100% of future retirees are assumed to elect coverage at retirement, and 70% of participating retirees will cover a spouse, if married. All future AFSCME retirees are assumed to elect Suffix 0002 for pre-Medicare benefits, and all future Supervisor retirees are assumed to elect Suffix 0005. It is assumed that no one will opt in or opt out of coverage once initial retirement election is made.

*Current Retirees:* Based on current coverage election. It is assumed that no one will opt in or opt out of coverage once initial retirement election is made.

#### Marital Status

*Future Retirees:* 80% of participating retirees are assumed to be married at retirement

*Current Retirees:* Based on current coverage election.

#### Spouse Age

Male spouses are assumed to be 3 years older, and female spouses are assumed to be 3 years younger. Actual age is used for spouses of current retirees, if provided.



# City of Swartz Creek

## Interim-Year Financial Disclosure as of June 30, 2023

### Actuarial Methods and Assumptions

---

**Mortality**

Pre-Retirement:

Pub-2010 General Employees Mortality Table without adjustment

Healthy Retirees:

Pub-2010 General Retiree Mortality Table scaled by a factor of 106%

Disabled Retirees:

PubNS-2010 Disabled Retiree Mortality Table without adjustment

The mortality assumptions include a margin for future mortality improvements using Scale MP-2021 projected fully-generationally from the central year of data, 2010.

Ninety percent (90%) of active member deaths are assumed to be non-duty deaths, and 10% of the deaths are assumed to be duty related.

**Disability**

Participants are assumed to become disabled in accordance with annual rates varying by age. Sample rates are as follows:

Age	Rate
25	0.02%
30	0.02
35	0.05
40	0.08
45	0.21
50	0.29
55	0.38
60+	0.39

Eighty percent (80%) of the disabilities are assumed to be non-duty and 20% of the disabilities are assumed to be duty related.



# City of Swartz Creek

## Interim-Year Financial Disclosure as of June 30, 2023

### Actuarial Methods and Assumptions

---

#### Retirement

Participants are assumed to retire in accordance with annual rates varying by service. Rates are based the Retirement rates used in the most recent MERS pension valuation. Rates are only applicable if a participant is eligible to retire with a benefit. Sample rates are as follows:

Normal / Unreduced	
Service	Rate
0 - 4	15%
5 - 9	15
10 - 20	20
21	22
22	24
23	26
24	30
25	34
26 - 30	25
31 - 34	28
35 - 39	25
40+	25

Early (Reduced)	
Age	Rate
All Ages	4%

#### 100% Retirement at age 85

#### Termination

Participants are assumed to terminate employment for reasons other than death, disability or retirement in accordance with annual rates varying by service and employment type. Sample rates are as follows:

Service	Rate
0	23.40%
1	19.50
2	15.80
3	12.50
4	10.30
5	8.30
10	5.40
15	4.00
20	3.10
25+	2.60



# City of Swartz Creek

## Interim-Year Financial Disclosure as of June 30, 2023

### Actuarial Methods and Assumptions

---

**Changes Since  
Measurement Date**

1. Discount rate was increased from 4.09% to 4.13%.
2. Healthcare trend rates were updated to match the *Uniform Assumptions* released by the Michigan Department of Treasury.



# City of Swartz Creek

## Interim-Year Financial Disclosure as of June 30, 2023

### Rationale for Key Assumptions

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#### Investment Rate of Return

Not applicable

#### Discount Rate

The discount rate is the single rate that reflects (1) the long-term expected rate of return on OPEB plan investments that are expected to be used to finance the payment of benefits, to the extent that the OPEB plan's fiduciary net position is projected to be sufficient to make projected benefit payments and OPEB plan assets are expected to be invested using a strategy to achieve that return, and (2) a yield or index rate for 20-year, tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher (or equivalent quality on another scale), to the extent that the conditions for use of the long-term expected rate of return are not met.

For purposes of calculating the discount rate, projected Employer contributions are equal to the projected net retiree benefits in accordance with the Employer's substantive policy of financing benefits on a 'pay-as-you-go' basis.

Single Equivalent Interest Rate (SEIR)	<u>Financial Reporting</u>	<u>Uniform Assumption</u>
Long-Term Expected Rate of Return	0.00%	0.00%
S&P Municipal Bond 20-Year High-Grade Rate Index	4.13%	3.54%
Administrative Expenses Paid from the Trust	0.00%	0.00%
Year in which Fiduciary Net Position is Depleted	2023	2023
Single Equivalent Interest Rate	4.13%	3.54%

#### Annual Healthcare Trend

The uniform assumption is based on a survey of over 100 health insurers, managed care organizations, pharmacy benefit managers, and third-party administrators about forecasted health plan cost trends. Respondents included the five largest health insurance payers in the U.S., the five largest pharmacy benefits managers in the U.S., and the largest health insurance plan in the State of Michigan. The healthcare trend survey was published by Segal Consulting in Fall 2021.

#### Mortality, Withdrawal, Disability, Retirement, Annual Wage Increases, Marriage

Because the Employer does not have enough data to conduct a fully credible experience analysis with respect to these assumptions, the current assumptions are based on those used in the most recent actuarial valuation of pension benefits through MERS. Said assumptions are based on an experience study conducted using actual MERS experience from 2014 - 2018.

MERS retirement rates are based on pension replacement ratio; for purposes of this valuation, they have been converted to service-related rates to reflect similar expectations.





# City of Swartz Creek

## Interim-Year Financial Disclosure as of June 30, 2023

### **Rationale for Key Assumptions**

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#### Participation

The assumed rate of participation for both the employee and spouse incorporated into these measurements is based on observations of the plan's past experience, the actuary's experience with plans of a similar size, plan design and retiree contribution level.



# City of Swartz Creek

## Interim-Year Financial Disclosure as of June 30, 2023

### Definitions

---

Actuarial Present Value of Projected Benefits	Projected benefit payments discounted to reflect the expected effects of the time value (present value) of money and the probabilities of payment.
Actuarial Valuation Date	The date as of which the service cost, total OPEB liability, and related actuarial present value of projected benefit payments is determined in conformity with Actuarial Standards of Practice unless otherwise specified by the GASB.
Actuarially Determined Contribution (ADC)	A target or recommended contribution to a defined benefit plan for the reporting period, determined in conformity with Actuarial Standards of Practice based on the most recent measurement available when the contribution for the reporting period was adopted.
Closed Period	A specific number of years that is counted from one date and declines to zero with the passage of time. For example, if the recognition period initially is five years on a closed basis, four years remain after the first year, three years after the second year, and so forth.
Contributions	Additions to a OPEB plan's fiduciary net position for amounts from employers, nonemployer contributing entities (for example, state government contributions to a local government plan), or employees. Contributions can result from cash receipts by the OPEB plan or from recognition by the OPEB plan of a receivable from one of these sources.
Cost-of-Living Adjustments	Postemployment benefit changes intended to adjust benefit payments for the effects of inflation.
Covered Employee Payroll	The payroll of employees that are provided with OPEBs through the OPEB plan.
Deferred Outflows and Inflows of Resources Related to OPEBs	Deferred outflows of resources and deferred inflows of resources related to OPEBs arising from certain changes in the net OPEB liability.





# City of Swartz Creek

## Interim-Year Financial Disclosure as of June 30, 2023

### Definitions

---

Defined Benefit OPEB	OPEB for which the benefits that the employee will receive at or after separation from employment are defined by the benefit terms. The OPEB may be stated as (a) a specified dollar amount; (b) an amount that is calculated based on one or more factors such as age, years of service, and compensation; or (c) a type or level of coverage such as prescription drug coverage or a percentage of health insurance premiums.
Defined Contribution OPEB	OPEB having terms that (a) provide an individual account for each employee; (b) define the contributions that an employer or nonemployer contributing entity is required to make (or the credits that it is required to provide) to an active employee’s account for periods in which that employee renders service; and (c) provide that the OPEB an employee will receive will depend only on the contributions (or credits) to the employee’s account, actual earning on investments of those contributions (or credits), and the effects of forfeitures of contributions (or credits) made for other employees, as well as OPEB plan administrative costs, that are allocated to the employee’s account.
Discount Rate	<p>The single rate of return that, when applied to all projected benefit payments, results in an actuarial present value of projected benefit payments equal to the total of the following:</p> <ol style="list-style-type: none"><li>1. The actuarial present value of benefit payments projected to be made in future periods in which (1) the amount of the OPEB plan’s fiduciary net position is projected (under the requirements of Statement 75) to be greater than the benefit payments that are projected to be made in that period and (2) OPEB plan assets up to that point are expected to be invested using a strategy to achieve the long-term expected rate of return, calculated using the long-term expected rate of return on OPEB plan investments.</li><li>2. The actuarial present value of projected benefit payments not included in (a), calculated using a yield or index rate for 20-year, tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher (or equivalent quality on another rating scale).</li></ol>



# City of Swartz Creek

## Interim-Year Financial Disclosure as of June 30, 2023

### Definitions

---

Entry Age Actuarial Cost Method	A method under which the actuarial present value of the projected benefits of each individual included in an actuarial valuation is allocated on a level basis over the earnings or service of the individual between entry age and assumed exit age(s). The portion of this actuarial present value allocated to a valuation year is called the <i>normal cost</i> . The portion of this actuarial present value not provided for at a valuation date by the actuarial present value of future normal costs is called the <i>actuarial accrued liability</i> .
Healthcare Cost Trend Rates	The rates of change in per capita health claims costs over time as a result of factors such as medical inflation, utilization of healthcare services, plan design, and technological developments.
Money-Weighted Rate of Return	A method of calculating period-by-period returns on OPEB plan investments that adjusts for the changing amounts actually invested. For purposes of Statement 74, money-weighted rate of return is calculated as the internal rate of return on OPEB plan investments, net of OPEB plan investment expense.
Net OPEB Liability	The liability of employers and nonemployer contributing entities to employees for benefits provided through a defined benefit OPEB plan.
OPEB Expense	OPEB expense arising from certain changes in the net OPEB liability.
Other Postemployment Benefits (OPEB)	Benefits (such as death benefits, life insurance, disability, and long-term care) that are paid in the period after employment and that are provided separately from a pension plan, as well as healthcare benefits paid in the period after employment, regardless of the manner in which they are provided. OPEB does not include termination benefits or termination payments for sick leave.
Postemployment Healthcare Benefits	Medical, dental, vision, and other health-related benefits paid subsequent to the termination of employment.



# City of Swartz Creek

## Interim-Year Financial Disclosure as of June 30, 2023

### Definitions

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Projected Benefit Payments	All benefits (including refunds of employee contributions) estimated to be payable through the OPEB plan (including amounts to be paid by employers or nonemployer contributing entities as the benefits come due) to current active and inactive employees as a result of their past service and their expected future service.
Real Rate of Return	The rate of return on an investment after adjustment to eliminate inflation.
Service Costs	The portions of the actuarial present value of projected benefit payments that are attributed to valuation years.
Termination Benefits	Inducements offered by employers to active employees to hasten the termination of services, or payments made in consequence of the early termination of services. Termination benefits include early-retirement incentives, severance benefits, and other termination-related benefits.
Total OPEB Liability	The portion of the actuarial present value of projected benefit payments that is attributed to past periods of employee service in conformity with the requirements of Statement 75. The total OPEB liability is the liability of employers and nonemployer contributing entities to employees for benefits provided through a defined benefit OPEB plan that is not administered through a trust that meets the criteria of paragraph 4 of Statement 75.



**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 Address 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 Address 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 Shows

Date: 8-21-23

**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. We are also  
requesting a 1yr permit instead of 6 months.

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 and subsurface utilities.

Area 0

0  
Valuation

25.00  
Permit Fee

Owner FREEDOM PROPERTIES OF MI

Address 4511 S ELMS RD

City SWARTZ CREEK

**PROFESSIONAL SERVICES AGREEMENT**  
**Between**  
**CITY OF SWARTZ CREEK**  
**And**  
**CITY CLERK, RENEE KRAFT**  
SEPTEMBER 5, 2023 - JUNE 30, 2025

---

This Amended and Restated Labor Agreement is made this \_\_\_\_ day of August 2023, between the City of Swartz Creek, a Michigan Municipal Corporation, hereinafter referred to as the "Employer" or the "City" and Renee Kraft, hereinafter referred to as the "Clerk."

**WHEREAS**, section 4.2 of the City Charter provides that the appointive office of Clerk shall be filled by the City Manager with approval of the City Council; and

**WHEREAS**, section 7.3 of the City Charter provides for the fundamental duties of the Clerk; and

**WHEREAS**, the City and the Clerk have established terms and conditions for employment with as documented in a Professional Services Agreement between the City of Swartz Creek and Connie Olger, the current City Clerk; and

**WHEREAS**, the current City Clerk will be retiring, effective at the end of December 31, 2023, necessitating the transfer of routine and official duties to another qualified individual; and

**WHEREAS**, Mrs. Kraft and the City have come to an agreement on specific terms and conditions regarding the city's appointment of her to the office of Clerk.

**NOW, THEREFORE**, the City and the Clerk hereby agree to the following:

**SECTION NO. 1 - HEADINGS**

The headings used in this agreement neither add to, nor subtract from, the meaning of the text of this agreement, but are for reference only.

**SECTION NO. 2 - PURPOSE AND INTENT**

The purpose of this agreement is to set forth terms and conditions of employment; to promote orderly and productive labor relations between the Employer and the Clerk.

**SECTION NO. 3 - ACKNOWLEDGEMENTS**

The City, acting by and through its City Council, and the Clerk hereby acknowledges the appointment of Mrs. Kraft to the position of the Clerk, including the related accumulated years of service, vesting of benefits, and other employment attributes herein conditioned upon accumulated years of service or initial employment date with the City. The Clerk acknowledges the management rights of the City and agrees to abide by the Personnel Policies Manual, as modified from time to time. The City and Clerk agree that, when a conflict between the Personnel Policies Manual and this Agreement exists, this Agreement shall apply to the extent that it is permissible by state, federal and local law.



**SECTION NO. 4 - CHARTER REQUIREMENTS**

The Clerk acknowledges that she is familiar with the City Charter and that she has reviewed the provisions thereof, particularly those which describe the powers, functions, duties and responsibilities of the Clerk, and further acknowledges that she is capable of complying with such Charter requirements as to the exercise of such powers, functions and duties and agrees to do so.

**SECTION NO. 5 - SALARY**

Commencing on September 5, 2023, the Clerk shall receive a salary of Fifty-Six Thousand Four-Hundred Dollars (\$56,400) per year. The salary shall increase by the State of Michigan Department of Treasury Property Tax Inflationary Adjustment Factor or 2%, whichever is more, effective July 1, 2024. All such salary shall be paid in a manner similar to other employees, specifically salary department heads and supervisors.

The Clerk salary shall also be open to a wage opener, said wage to be effective July 1, 2024, to account for training, experience, and efficiency gained during employment, to be negotiated and approved by the City Manager.

**SECTION NO. 6 - COMPENSATORY TIME/OVERTIME**

The City Clerk may receive compensatory time off upon application to the City Manager. The City Manager may grant or deny such request at his/her discretion. Nothing contained herein relative to compensatory time off shall operate or be interpreted to create a vested right to compensatory time off or to accumulate or be paid for such time or overtime. In addition, the City Manager may grant flex or split shift allowances upon request, so long as such time falls within the same pay period.

**SECTION NO. 7 - VACATIONS**

A). The Clerk will earn credit towards vacation with pay in accordance with the following schedule during the calendar year for use after January 1<sup>st</sup> of the following calendar year.

<b>Completed Years of Service</b>	<b>Annual Maximum</b>
0	15 Days (120 Hours)
5	20 Days (160 Hours)
20	25 Days (200 Hours)

B). If the Clerk is entitled to a fifth week of vacation, she shall receive payment in lieu of said fifth week of vacation, if, at the discretion of the Employer the vacation cannot be granted. The Clerk will be notified within ten (10) working days of their request for the fifth week of vacation whether it will be granted in the form of vacation or in payment in

lieu of vacation. The payment in lieu of vacation shall be at said employee's regular rate of pay.

C). Vacations will be granted at such times during the year as are suitable, considering both the wishes of the employee and efficient operation of the city. The Clerk will receive written explanation for any denial of vacation.

D). When a day which is observed by the Employer as a paid holiday falls within a scheduled vacation, the holiday will not count as a vacation day.

E). A vacation day or days may be waived by the Clerk and the Employer by mutual agreement, and the Employee shall be paid at said employee's regular rate of pay for the vacation day or days so waived; provided, however, said payment is limited to two (2) weeks in lieu of vacation.

F). If an employee becomes ill and is under the care of a duly licensed physician prior to his/her vacation, such vacation will be re-scheduled. In the event his/her incapacity continues through the year, he/she will be awarded payment in lieu of vacation at his/her regular rate of pay.

G). If the Clerk is terminated, laid off, retires, resigns with proper notice (two weeks), or in the event of death of an employee he/she will receive any unused vacation credit including that accrued in the current calendar year.

H). The Clerk will be paid their current salary based on their regular scheduled pay rate while on vacation and will receive credit for any benefits provided for in this agreement.

I). The Clerk may accumulate and carry over to the following calendar year a maximum of one (1) week of their annual earned vacation, which must then be used in that following calendar year.

## **SECTION NO. 8 - HOLIDAY PROVISIONS**

A). The following days are designated as City holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day, the Friday following Thanksgiving Day, December 24th, Christmas Day, December 31st, and the employee's Birthday, respectively. Employees will be paid their current salary based on a regular day for said holidays.

B). Should one of the above listed holidays fall on a Saturday, the preceding Friday shall be considered as a holiday. Should one of the above listed holidays fall on a Sunday, the following Monday shall be considered as a holiday.

## **SECTION NO. 9 - SICK/ACCIDENT COVERAGE AND ABSENT LEAVE**

A). A sickness, accident or disability insurance policy, consisting of Short Term Disability (STD, 26 weeks or less), and Long Term Disability (LTD, 180 days to 24 months) will be provided to each full time employee under the age of sixty-five (65). Coverage shall commence on the first (1st) day of hospitalization or the first (1st) day of an

accident, or on the eighth (8th) consecutive day of sickness when such sickness or accident prevents such employee from performing his or her job. Benefits will be paid in the amount of sixty (60%) percent of the employee's gross biweekly wage not to exceed One-Thousand and Three Hundred (\$1,300) Dollars for any biweekly period. Such sick, accident or disability coverage will be provided without cost to the employee, and an employee while on sick leave will be eligible for all other benefits provided by this agreement; however, such benefits shall be determined upon the basis of the employee's rate of pay at the time of inception of the sick, accident or disability leave. Increases in salary as provided by this contract shall not operate to increase sick and accident benefits unless and until the employee shall have worked following the effective date of any such increase. Employees sixty-five years old or older shall not be eligible for this coverage.

B). Sick and accident insurance benefits shall be effective immediately, or as soon as the provider allows for activation.

C). Absent Leave. The Clerk will be allowed to be absent from work up to ninety-six (96) hours during the calendar year. Such absent leave shall be earned at the rate of eight (8) hours leave per calendar month. All such corresponding leave shall be credited on January first of each year for use during that calendar year. If said employee terminates employment during said calendar year and has used more absent leave hours than he or she has earned as of the date of termination, said employee shall reimburse the employer for the excess absent leave used, and said amount may be deducted by the City from said employee's final pay check. Absent leave will be prorated on all new hires and terminations, at the rate as defined by position herein.

D). All absent leaves shall be approved in advance by the employee's immediate supervisor and shall be used in increments of no less than one (1) hour. Employees absent due to illness shall give notice to their immediate supervisor and give said supervisor reasonable continuing information relative to the expected length of such absence. Prior to the return from any absent leave, the City may require medical documentation that the employee is capable of performing his/her job description.

E). If at the end of a calendar year an employee has unused absent leave, the employee shall be paid for said absent leave, up to a maximum of seventy-two (72) hours. The employer shall make such payment on the 2<sup>nd</sup> payday in January of the next calendar year. Such payment shall be based on said employee's regular rate of pay in effect on the first day of the calendar year during which the unused absent leave was accrued. No unused absent leave may be carried over for use in a subsequent calendar year.

## **SECTION NO. 10 - LEAVES OF ABSENCE**

A). Family and Medical Leave.

An employee may be granted a leave of absence, as stipulated in the Family and Medical Leave Act. Immediate family is to be defined as follows: Mother, Father, Brother, Sister, Spouse, Son, Daughter, Mother-In-Law, Father-In-Law, Grandparents, or a member of the employee's immediate household. Such leave will be without pay.

B). Personal Leave.

A written request stating bona fide reasons for a personal leave of absence shall be granted to an employee for a period not to exceed thirty (30) days. Such leave will be without pay.

C). **Military Leave for Veterans**

Employees who are in a branch of the Armed Forces, Reserve or National Guard, will be paid the difference between the reserve pay and their regular pay with the units when they are on full time active duty in the Reserve or National Guard; provided, proof of service and pay are submitted to a maximum of two (2) weeks per year.

**SECTION NO. 11 - FUNERAL LEAVE**

A). Funeral leave is for the express purpose of making arrangements for and attendance at a funeral. Approved leave hours pursuant to this Section shall not be deducted from the employee's absent or vacation leave unless such deduction is specifically provided for.

B). As funeral leave, an employee shall be allowed to be off from work a maximum of thirty-two (32) hours with pay, per death, beginning with the day of death and terminating with the day of funeral, for a death in the immediate family. The immediate family is defined as: The employee's Mother, Father, Brother, Sister, Spouse, Son, Daughter, Step-Daughter, Step-Son, Daughter-In-Law, Son-In-Law, Brother-In-Law, Sister-In-Law, Grandparents, Granddaughter, Grandson, Grandparents of employee's spouse, Mother-In-Law, Father-In-Law, Stepmother or Stepfather.

C). Employees shall be allowed to be off from work the time necessary, up to a maximum of eight (8) hours with pay, to attend the funeral of a relative. Relative is defined as: The employee's Uncle, Aunt, Spouse's Aunt and Uncle, Niece or Nephew.

D). Upon request, the City Manager may authorize funeral leave, up to 8 hours, for the attendance of a(n) employee(s) at the funeral for a deceased or retired city employee or elected or appointed official.

E). If a funeral for a member of the employee's immediate family or relative is held at a location 150 miles or more from the City of Swartz Creek, two (2) travel days may be authorized.

F). In the event of a funeral for persons not mentioned above, the City Manager may authorize the use of absent or vacation leave for the purpose of attending the funeral.

**SECTION NO. 12 - RETIREMENT PROGRAM**

A). **Defined Contribution Plan**

The Clerk shall be entitled to participate in the MMERS defined contribution plans (being a 401(a) and/or 457 MC), with the Employer's contribution to said plan(s) to be equal to and no greater than 8% of the employee participant's gross wages. The Employer shall also match an additional 1% for each 2% the employee contributes, up to a total Employer contribution of 10%.

B). **Defined Contribution Plan Vesting.**

The Employer's contribution to the defined contribution plan for full time employees referred to in sub-paragraphs b and c above, shall become vested on behalf of the employee participant in accordance with the following schedule:

Less than 1 year completed service:	0% vested
After 1 year, but less than 2 years completed service:	20% vested
After 2 years, but less than 3 years completed service:	40% vested
After 3 years, but less than 4 years completed service:	60% vested
After 4 years, but less than 5 years completed service:	80% vested
After 5 years completed service:	100% vested

C). Defined Contribution Plan -457 Employee Voluntary Contribution.

Employees enrolled in the Defined Contribution Plan may make voluntary contributions by payroll deduction of an amount not to exceed the contribution authorized by the MMERS plan. Employee contributions are not subject to the vesting provisions of Subsection D), above. Employees may change their voluntary contribution one time each contract year for the 457 Plan only.

**SECTION NO. 13 - LIFE INSURANCE COVERAGE**

A). The Employer agrees to pay the full premium of a term life insurance plan for each employee, face value of \$50,000 double indemnity.

**SECTION NO. 14 - HOSPITALIZATION - MEDICAL COVERAGE**

A). For the duration of this agreement, and within the terms as set forth within the policy and riders of the provider, or within the terms of this agreement, and except as limited or restricted by 2011 PA 152, the Employer agrees to provide for and pay the premiums for all eligible full time employees and the employee's immediate family, or retirees under the provisions set forth within subsection "G", the current health care and maintenance benefits.

B). The Employer may search for and change to a replacement Health Care Benefit Plan and provider if deemed necessary for cost savings to both the employer and/or employees. The change in Benefit Plans/Providers must remain substantially equivalent to the current existing plan(s). Prior to any change in benefits the Employer shall inform the Clerk and provide all proposed changes for the Clerk's review. Current plan summaries shall be attached as Appendix (A) Medical, Hospitalization; Appendix (B) Dental; Appendix (C) Vision; Appendix (D) Prescription (if applicable).

C). If an employee is unable to work due to illness or injury covered by the Employer's Worker's Compensation or Sick and Accident Insurance Program, the Employer agrees to continue to pay and provide for benefits as defined pursuant to each Paragraph of this Section, for a six (6) month period.

D). Medical, dental and vision insurance benefits shall be available to all new hire, full-time employees; however, costs for these benefits shall be the responsibility of the employee for the first 90 days of employment. Should an employee elect to forego

coverage for the first 90 days of employment, he or she may enter the program as provided for in this section commencing on the 91st day of employment, pursuant to provider rules.

E). Cash Opt-Out Option. An eligible full time employee, upon written request to the City Manager, may elect not to participate in the health, prescription, dental and vision insurance package currently offered to employees in the bargaining unit. In the event health and prescription are not elected, those employees who elect not to participate shall be paid the sum of Three Hundred Dollars (\$300) for each calendar month the employee does not participate. If an eligible employee wishes to opt back into the Plan, he or she may do so on the terms as determined by the insurance provider. Any partial month shall be prorated.

F). The City Clerk shall be provided with a Health Care Savings Program, into which the Employer shall deposit 4% of gross wages. These funds will be available to the employee after separation for any reason, with no vesting period.

## **SECTION NO. 15 - WORKERS' COMPENSATION - ON THE JOB INJURY POLICY**

A). Each employee will be covered by the applicable Workers Compensation Laws. Any employee who becomes injured because of the performance of his/her duties should report that injury immediately to his/her immediate supervisor. If necessary the employee should report to a physician.

B). If the employee suffers lost time because of the injury received at work, Workers Compensation will be paid in accordance with the provisions of the Workers Compensation Act of the State of Michigan.

C). In addition, such employee will receive supplemental compensation equal to the difference between eighty (80%) percent of the employee's normal gross salary and the above Workers Compensation. Supplemental compensation payments will normally be continued for a maximum of twenty-six (26) weeks.

D). Any request for extension beyond twenty-six (26) weeks may be considered by the City Manager.

## **SECTION NO. 16 - PROFESSIONAL MEMBERSHIPS & FEES**

The Clerk shall maintain and retain credentials for CMC, QVF, and MiMPC (or equivalents). The Employer agrees to pay annual membership fees and training expenses for Clerk that are required, common, or customary to the job of a Michigan municipal Clerk.

## **SECTION NO. 17 - ARBITRATION**

Any dispute, controversy or claim between the Clerk and the City regarding the terms and conditions of this agreement or the breach thereof, the Clerk's termination from employment including (to the extent permitted by law), but not limited to, claims of discrimination based on race, color, religion, national origin, age, sex, height, weight or

marital status, shall be submitted to the American Arbitration Association for resolution pursuant to its rules applicable to such claims and subject to the following conditions:

- A. Unless otherwise required by a statute of limitations, no lawsuit or action at law may be maintained prior to the completion of the arbitration.
- B. The Clerk and the City shall each be responsible for their own costs and attorney's fees unless otherwise ordered by the arbitrator in a final award.

#### **SECTION NO. 18 - SEVERABILITY**

All agreement and covenants contained herein are severable and, if any of them are held to be invalid by a court of competent jurisdiction, such ruling shall not invalidate this agreement, and each provision of this agreement, including the termination and severance pay provisions, shall be interpreted as if such invalid agreement or covenants were not contained therein.

#### **SECTION NO. 19 - REPRESENTATIONS**

The Clerk hereby represents to the City that she is of sound moral character and that she has never been convicted of any crime, whether felony or misdemeanor, excluding minor traffic offenses, and that she has not been determined in any legal or other professional proceeding to be responsible for any act of moral turpitude. The City hereby relies on those representations and conditions this agreement thereon. The Clerk will execute any waivers or releases necessary to allow the City to conduct a background check to verify these representations of the Clerk. If, as a result of said background check, the City acquires any information indicating that any such representations by the Clerk are untrue, it shall provide such information to the Clerk forthwith, who shall have a reasonable opportunity to respond to such information. If the City then finds that the Clerk made any such representations knowing same to be untrue, it may terminate this agreement forthwith and such termination may, in the sole discretion of the City, be deemed to be a discharge for cause.

#### **SECTION NO. 20 – BINDING EFFECT**

This agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

#### **SECTION NO. 21 - TERM OF AGREEMENT**

- A). This agreement shall continue in full force and effect until the 30<sup>th</sup> day of June, 2025.
- B). If either party wishes to terminate this agreement, or modify or amend any section or subsection hereof, then notice to that effect shall be given in writing to the other party no less than sixty (60) days prior to the date of termination of this agreement. The modification or amendment of any specific section or subsection shall not affect the remainder of this agreement.

C). If no notice of termination of modification is given by either party as provided for herein, then this agreement shall automatically continue in full force and effect from year to year.

***(Signature Page to Follow)***

**IN WITNESS WHEREOF** the parties hereto have caused this instrument to be executed on the date and year first above written.

**CITY OF SWARTZ CREEK**  
A Michigan Municipal Corporation

**RENEE KRAFT**  
City Clerk

By \_\_\_\_\_  
David A. Krueger, Mayor

By \_\_\_\_\_  
Renee Kraft, City Clerk

By \_\_\_\_\_  
Connie Olger, City Clerk

APPROVED AS TO FORM:  
Michael Gildner,  
City Attorney



**Appendix “A”**

**JOB DESCRIPTION**

# City of Swartz Creek Job Description

**City Clerk**  
REVISED: August 2023

**FLSA:** Exempt

**DEPARTMENT:** City Clerk

**GENERAL STATEMENT OF DUTIES:** Serves as Clerk to the City Council, all boards, commission and committees. Is responsible for the proper administration of elections and the voting process as set forth in the City Charter. Coordinates and directs the maintenance of city records, issuance of licenses. Performs duties related to payroll and human resources, customer service, grant administration and high level administrative support for boards, commission and committees. Oversees the performance of the functions assigned to the finance officer under the City Charter.

**SUPERVISION RECEIVED:** Works under the general direction of City Manager or designee.

**SUPERVISION EXERCISED:** Supervises the administration of Elections and payroll process. As needed, or as directed by the City Manager, may provide general and technical direction and supervision to the Administrative Assistant Position's and part-time office staff.

**EXAMPLES OF WORK PERFORMED:** The following tasks are typical examples of the work performed by an employee holding this position. The list is not all inclusive and does not include all of the tasks relevant to this position. The Clerk shall oversee, delegate, perform and administer all duties as set forth in the City Charter, including, but not limited to:

1. Serves as Clerk to the City Council, other boards and commissions. Prepares agendas, attends meetings, records and prepares official meeting minutes. Prepares and edits resolutions, proclamations, ordinances and other official documents.
2. Performs functions related to Human Resources, including insurances, workmen's compensation and other employee benefit coordination, performs payroll functions.
3. Serves as Election Administrator, administers elections consistent with federal, state and local laws. Publishes notices, issues absentee ballots and forwards required documentation to County, State and other organizations as required.
4. Prepare/post and publishes notices of public hearings, ordinances, and related matters.
5. Attends or oversees the attendance by a Deputy Clerk of meetings held by the City Council, prepares notes of the meeting and preparation of official minutes.
6. Maintain, index and file all official records of the City and Council, including meeting minutes, resolutions, policies, ordinances, contracts, claims, insurance policies, equipment, boundaries and similar actions. Maintains official files according to established retention policies and disposal schedules.
7. Coordinate Council member and staff travel.
8. Maintain burial register for the City Cemetery.
9. Assist external auditors by providing needed data and by responding to inquiries in the course of an audit.
10. Attend job related training courses and seminars
11. Perform related duties as assigned.
- 12.

## **REQUIRED KNOWLEDGE, ABILITIES, AND SKILLS:**

- Working knowledge of the principles and practices including human resources, workmen's compensation and personnel administration and records management.
- Working knowledge of state election laws and procedures.
- Working knowledge of Qualified Voter System.
- Working knowledge of word processing, spreadsheet and database programs (Microsoft Word, Excel, Access, and BS&A applications).
- Working knowledge of record keeping and filing systems.
- Ability to operate standard office equipment, including word processor, copier and telephone system.
- Ability to communicate clearly and effectively, orally and in writing, with co-workers, supervisors and the general public.
- Ability to write reports and correspondence.
- Ability to understand and follow complex oral and written instructions.
- Ability to operate a keyboard, copier and other office equipment, lift loads of up to 25 pounds, sit for prolonged periods of time, hear verbal communications on the phone and in an office environment, read and manipulate written text.
- Knowledge of policies and procedures specific to the Clerk's office and human resources administration practices strongly preferred.
- Ability to handle highly sensitive and confidential information with complete discretion.
- Ability to critically assess situations and solve problems, communicate effectively in normal or contentious situations, and work well under stress and within deadlines.
- Ability to establish and maintain effective working relationships with employees, supervisors, City officials, other professionals, and the general public.
- Ability to attend meetings outside of normal business hours and work very long hours during elections or as needed.

## **MINIMUM QUALIFICATIONS:**

- A high school diploma (GED), along with a combination of education and experience substantially equivalent to an Associate's Degree in Business Administration or closely related field. A Bachelorette Degree is desirable. Previous experience managing or supervising others is strongly preferred.
- Certification as a Municipal Clerk or the ability to complete certification within three years.
- Certification as an Election Official, or the ability to attain certification within a reasonable time period, as required by State of Michigan.
- Certification as a Notary Public or the ability to attain certification within a reasonable time.
- Three or more years of experience in a related setting, preferably including elections experience, previous experience managing or supervising others is strongly preferred.

Approved:

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Adam Zettel, City Manager

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Date

**PROFESSIONAL SERVICES AGREEMENT**  
**Between**  
**CITY OF SWARTZ CREEK**  
**And**  
**TREASURER, AMY NICHOLS**  
**SEPTEMBER 5, 2023 - JUNE 30, 2025**

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This Amended and Restated Labor Agreement is made this \_\_\_\_ day of August 2023, between the City of Swartz Creek, a Michigan Municipal Corporation, hereinafter referred to as the "Employer" or the "City" and the Amy Nichols, hereinafter referred to as the "Treasurer."

**WHEREAS**, section 4.2 of the City Charter provides that the appointive office of Treasurer shall be filled by the City Manager with approval of the City Council; and

**WHEREAS**, section 7.4 of the City Charter provides for the fundamental duties of the Treasurer; and

**WHEREAS**, the City and the Treasurer have established terms and conditions for employment with as documented in a Professional Services Agreement between the City of Swartz Creek and the Deanna Korth, current City Treasurer; and

**WHEREAS**, the current City Treasurer will be retiring, effective at the end of October 31, 2023, necessitating the transfer of routine an official duties to another qualified individual; and

**WHEREAS**, Mrs. Nichols and the City have come to an agreement on specific terms and conditions regarding the city's appointment of her to the office of Treasurer.

**NOW, THEREFORE**, the City and the Treasurer hereby agree to the following:

**SECTION NO. 1 - HEADINGS**

The headings used in this agreement neither add to, nor subtract from, the meaning of the text of this agreement, but are for reference only.

**SECTION NO. 2 - PURPOSE AND INTENT**

The purpose of this agreement is to set forth terms and conditions of employment; to promote orderly and productive labor relations between the Employer and the Treasurer.

**SECTION NO. 3 - ACKNOWLEDGEMENTS**

The City, acting by and through its City Council, and the Treasurer hereby acknowledges the appointment of Mrs. Nichols to the position of the Treasurer, including the related accumulated years of service, vesting of benefits, and other employment attributes herein conditioned upon accumulated years of service or initial employment date with the City. The Treasurer acknowledges the management rights of the City and agrees to abide by the Personnel

Policies Manual, as modified from time to time. The City and Treasurer agree that, when a conflict between the Personnel Policies Manual and this Agreement exists, this Agreement shall apply to the extent that it is permissible by state, federal and local law.

**SECTION NO. 4 - CHARTER REQUIREMENTS**

The Treasurer acknowledges that she is familiar with the City Charter and that she has reviewed the provisions thereof, particularly those which describe the powers, functions, duties and responsibilities of the Treasurer, and further acknowledges that she is capable of complying with such Charter requirements as to the exercise of such powers, functions and duties and agrees to do so.

**SECTION NO. 5 - SALARY**

Commencing on September 5, 2023, the Treasurer shall receive a salary of Fifty-Five Thousand Dollars (\$55,000) per year. The salary shall increase by the State of Michigan Department of Treasury Property Tax Inflationary Adjustment Factor or 2%, whichever is more, effective July 1, 2024. All such salary shall be paid in a manner similar to other employees, specifically salary department heads and supervisors.

The Treasurer salary shall also be open to a wage opener, said wage to be effective July 1, 2024, to account for training, experience, and efficiency gained during employment, to be negotiated and approved by the City Manager.

**SECTION NO. 6 - COMPENSATORY TIME/OVERTIME**

The City Treasurer may receive compensatory time off upon application to the City Manager. The City Manager may grant or deny such request at his/her discretion. Nothing contained herein relative to compensatory time off shall operate or be interpreted to create a vested right to compensatory time off or to accumulate or be paid for such time or overtime. In addition, the City Manager may grant flex or split shift allowances upon request, so long as such time falls within the same pay period.

**SECTION NO. 7 - VACATIONS**

A). The Treasurer will earn credit towards vacation with pay in accordance with the following schedule during the calendar year for use after January 1<sup>st</sup> of the following calendar year.

<b>Completed Years of Service</b>	<b>Annual Maximum</b>
0	15 Days (120 Hours)
5	20 Days (160 Hours)
20	25 Days (200 Hours)

B). If the Treasurer is entitled to a fifth week of vacation, she shall receive payment in lieu of said fifth week of vacation, if, at the discretion of the Employer the vacation cannot be granted. The Treasurer will be notified within ten (10) working days of their request for the fifth week of vacation whether it will be granted in the form of vacation or in payment in lieu of vacation. The payment in lieu of vacation shall be at said employee's regular rate of pay.

C). Vacations will be granted at such times during the year as are suitable, considering both the wishes of the employee and efficient operation of the city. The Treasurer will receive written explanation for any denial of vacation.

D). When a day which is observed by the Employer as a paid holiday falls within a scheduled vacation, the holiday will not count as a vacation day.

E). A vacation day or days may be waived by the Treasurer and the Employer by mutual agreement, and the Employee shall be paid at said employee's regular rate of pay for the vacation day or days so waived; provided, however, said payment is limited to two (2) weeks in lieu of vacation.

F). If an employee becomes ill and is under the care of a duly licensed physician prior to his/her vacation, such vacation will be re-scheduled. In the event his/her incapacity continues through the year, he/she will be awarded payment in lieu of vacation at his/her regular rate of pay.

G). If the Treasurer is terminated, laid off, retires, resigns with proper notice (two weeks), or in the event of death of an employee he/she will receive any unused vacation credit including that accrued in the current calendar year.

H). The Treasurer will be paid their current salary based on their regular scheduled pay rate while on vacation and will receive credit for any benefits provided for in this agreement.

I). The Treasurer may accumulate and carry over to the following calendar year a maximum of one (1) week of their annual earned vacation, which must then be used in that following calendar year.

**SECTION NO. 8 - HOLIDAY PROVISIONS**

A). The following days are designated as City holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day, the Friday following Thanksgiving Day, December 24th, Christmas Day, December 31st, and the employee's Birthday, respectively. Employees will be paid their current salary based on a regular day for said holidays.

B). Should one of the above listed holidays fall on a Saturday, the preceding Friday shall be considered as a holiday. Should one of the above listed holidays fall on a Sunday, the following Monday shall be considered as a holiday.

## **SECTION NO. 9 - SICK/ACCIDENT COVERAGE AND ABSENT LEAVE**

A). A sickness, accident or disability insurance policy, consisting of Short Term Disability (STD, 26 weeks or less), and Long Term Disability (LTD, 180 days to 24 months) will be provided to each full time employee under the age of sixty-five (65). Coverage shall commence on the first (1st) day of hospitalization or the first (1st) day of an accident, or on the eighth (8th) consecutive day of sickness when such sickness or accident prevents such employee from performing his or her job. Benefits will be paid in the amount of sixty (60%) percent of the employee's gross biweekly wage not to exceed One-Thousand Three Hundred (\$1,300) Dollars for any biweekly period. Such sick, accident or disability coverage will be provided without cost to the employee, and an employee while on sick leave will be eligible for all other benefits provided by this agreement; however, such benefits shall be determined upon the basis of the employee's rate of pay at the time of inception of the sick, accident or disability leave. Increases in salary as provided by this contract shall not operate to increase sick and accident benefits unless and until the employee shall have worked following the effective date of any such increase. Employees sixty-five years old or older shall not be eligible for this coverage.

B). Sick and accident insurance benefits shall be effective immediately, or as soon as the provider allows for activation.

C). Absent Leave. The Treasurer will be allowed to be absent from work up to ninety-six (96) hours during the calendar year. Such absent leave shall be earned at the rate of eight (8) hours leave per calendar month. All such corresponding leave shall be credited on January first of each year for use during that calendar year. If said employee terminates employment during said calendar year and has used more absent leave hours than he or she has earned as of the date of termination, said employee shall reimburse the employer for the excess absent leave used, and said amount may be deducted by the City from said employee's final pay check. Absent leave will be prorated on all new hires and terminations, at the rate as defined by position herein.

D). All absent leaves shall be approved in advance by the employee's immediate supervisor and shall be used in increments of no less than one (1) hour. Employees absent due to illness shall give notice to their immediate supervisor and give said supervisor reasonable continuing information relative to the expected length of such absence. Prior to the return from any absent leave, the City may require medical documentation that the employee is capable of performing his/her job description.

E). If at the end of a calendar year an employee has unused absent leave, the employee shall be paid for said absent leave, up to a maximum of seventy-two (72) hours. The employer shall make such payment on the 2<sup>nd</sup> payday in January of the next calendar year. Such payment shall be based on said employee's regular rate of pay in effect on the first day of the calendar year during which the unused absent leave was accrued. No unused absent leave may be carried over for use in a subsequent calendar year.

## **SECTION NO. 10 - LEAVES OF ABSENCE**

### **A). Family and Medical Leave.**

An employee may be granted a leave of absence, as stipulated in the Family and Medical Leave Act. Immediate family is to be defined as follows: Mother, Father, Brother, Sister, Spouse, Son, Daughter, Mother-In-Law, Father-In-Law, Grandparents, or a member of the employee's immediate household. Such leave will be without pay.

### **B). Personal Leave.**

A written request stating bona fide reasons for a personal leave of absence shall be granted to an employee for a period not to exceed thirty (30) days. Such leave will be without pay.

### **C). Military Leave for Veterans**

Employees who are in a branch of the Armed Forces, Reserve or National Guard, will be paid the difference between the reserve pay and their regular pay with the units when they are on full time active duty in the Reserve or National Guard; provided, proof of service and pay are submitted, to a maximum of two (2) weeks per year.

## **SECTION NO. 11 - FUNERAL LEAVE**

A). Funeral leave is for the express purpose of making arrangements for and attendance at a funeral. Approved leave hours pursuant to this Section shall not be deducted from the employee's absent or vacation leave unless such deduction is specifically provided for.

B). As funeral leave, an employee shall be allowed to be off from work a maximum of thirty-two (32) hours with pay, per death, beginning with the day of death and terminating with the day of funeral, for a death in the immediate family. The immediate family is defined as: The employee's Mother, Father, Brother, Sister, Spouse, Son, Daughter, Step-Daughter, Step-Son, Daughter-In-Law, Son-In-Law, Brother-In-Law, Sister-In-Law, Grandparents, Granddaughter, Grandson, Grandparents of employee's spouse, Mother-In-Law, Father-In-Law, Stepmother or Stepfather.

C). Employees shall be allowed to be off from work the time necessary, up to a maximum of eight (8) hours with pay, to attend the funeral of a relative. Relative is defined as: The employee's Uncle, Aunt, Spouse's Aunt and Uncle, Niece or Nephew.

D). Upon request, the City Manager may authorize funeral leave, up to 8 hours, for the attendance of a(n) employee(s) at the funeral for a deceased or retired city employee or elected or appointed official.

E). If a funeral for a member of the employee's immediate family or relative is held at a location 150 miles or more from the City of Swartz Creek, two (2) travel days may be authorized.



F). In the event of a funeral for persons not mentioned above, the City Manager may authorize the use of absent or vacation leave for the purpose of attending the funeral.

**SECTION NO. 12 - RETIREMENT PROGRAM**

A). Defined Contribution Plan

The Treasurer shall be entitled to participate in the MMERS defined contribution plans (being a 401(a) and/or 457 MC), with the Employer's contribution to said plan(s) to be equal to and no greater than 8% of the employee participant's gross wages. The Employer shall also match an additional 1% for each 2% the employee contributes, up to a total Employer contribution of 10%.

B). Defined Contribution Plan Vesting.

The Employer's contribution to the defined contribution plan for full time employees referred to in sub-paragraph A above, shall become vested on behalf of the employee participant in accordance with the following schedule:

Less than 1 year completed service:	0% vested
After 1 year, but less than 2 years completed service:	20% vested
After 2 years, but less than 3 years completed service:	40% vested
After 3 years, but less than 4 years completed service:	60% vested
After 4 years, but less than 5 years completed service:	80% vested
After 5 years completed service:	100% vested

C). Defined Contribution Plan – 457 Employee Voluntary Contribution.

Employees enrolled in the Defined Contribution Plan may make voluntary contributions by payroll deduction of an amount not to exceed the contribution authorized by the MMERS plan. Employee contributions are not subject to the vesting provisions of Subsection B), above. Employees may change their voluntary contribution one time each contract year for the 457 Plan only.

**SECTION NO. 13 - LIFE INSURANCE COVERAGE**

A). The Employer agrees to pay the full premium of a term life insurance plan for each employee, face value of \$50,000 double indemnity.

**SECTION NO. 14 - HOSPITALIZATION - MEDICAL COVERAGE**

A). For the duration of this agreement, and within the terms as set forth within the policy and riders of the provider, or within the terms of this agreement, and except as limited or restricted by 2011 PA 152, the Employer agrees to provide for and pay the premiums for all eligible full time employees and the employee's immediate family, or retirees under the provisions set forth within subsection "G", the current health care and maintenance benefits.

B). The Employer may search for and change to a replacement Health Care Benefit Plan and provider if deemed necessary for cost savings to both the employer and/or employees. The change in Benefit Plans/Providers must remain substantially equivalent to the current existing plan(s). Prior to any change in benefits the Employer shall inform the Treasurer and provide all proposed changes for the Treasurer's review. Current plan summaries shall be attached as Appendix (A) Medical, Hospitalization; Appendix (B) Dental; Appendix (C) Vision.

C). If an employee is unable to work due to illness or injury covered by the Employer's Worker's Compensation or Sick and Accident Insurance Program, the Employer agrees to continue to pay and provide for benefits as defined pursuant to each Paragraph of this Section, for a six (6) month period.

D). Medical, dental and vision insurance benefits shall be available to all new hire, full-time employees; however, costs for these benefits shall be the responsibility of the employee for the first 90 days of employment. Should an employee elect to forego coverage for the first 90 days of employment, he or she may enter the program as provided for in this section commencing on the 91st day of employment, pursuant to provider rules.

E). Cash Opt-Out Option. An eligible full time employee, upon written request to the City Manager, may elect not to participate in the health, prescription, dental and vision insurance package currently offered to employees in the bargaining unit. In the event health and prescription are not elected, those employees who elect not to participate shall be paid the sum of Three Hundred Dollars (\$300) for each calendar month the employee does not participate. If an eligible employee wishes to opt back into the Plan, he or she may do so on the terms as determined by the insurance provider. Any partial month shall be prorated.

F). The City Treasurer shall be provided with a Health Care Savings Program, into which the Employer shall deposit 4% of gross wages. These funds will be available to the employee after separation for any reason, with no vesting period.

## **SECTION NO. 15 - WORKERS' COMPENSATION - ON THE JOB INJURY POLICY**

A). Each employee will be covered by the applicable Workers' Compensation Laws. Any employee who becomes injured because of the performance of his/her duties should report that injury immediately to his/her immediate supervisor. If necessary the employee should report to a physician.

B). If the employee suffers lost time because of the injury received at work, Workers Compensation will be paid in accordance with the provisions of the Workers Compensation Act of the State of Michigan.

C). In addition such employee will receive supplemental compensation equal to the difference between eighty (80%) percent of the employee's normal gross salary and the above Workers Compensation. Supplemental compensation payments will normally be continued for a maximum of twenty-six (26) weeks.

D). Any request for extension beyond twenty-six (26) weeks may be considered by the City Manager.

## **SECTION NO. 16 - PROFESSIONAL MEMBERSHIPS & FEES**

The Treasurer shall maintain and retain credentials for MiCPT (or equivalent). The Employer agrees to pay annual membership fees and training expenses for Treasurer that are required, common, or customary to the job of a Michigan municipal Treasurer.

## **SECTION NO. 17 - ARBITRATION**

Any dispute, controversy or claim between the Treasurer and the City regarding the terms and conditions of this agreement or the breach thereof, the Treasurer's termination from employment including (to the extent permitted by law), but not limited to, claims of discrimination based on race, color, religion, national origin, age, sex, height, weight or marital status, shall be submitted to the American Arbitration Association for resolution pursuant to its rules applicable to such claims and subject to the following conditions:

- A. Unless otherwise required by a statute of limitations, no lawsuit or action at law may be maintained prior to the completion of the arbitration.
- B. The Treasurer and the City shall each be responsible for their own costs and attorney's fees unless otherwise ordered by the arbitrator in a final award.

## **SECTION NO. 18 - SEVERABILITY**

All agreement and covenants contained herein are severable and, if any of them are held to be invalid by a court of competent jurisdiction, such ruling shall not invalidate this agreement, and each provision of this agreement, including the termination and severance pay provisions, shall be interpreted as if such invalid agreement or covenants were not contained therein.

## **SECTION NO. 19 - REPRESENTATIONS**

The Treasurer hereby represents to the City that she is of sound moral character and that she has never been convicted of any crime, whether felony or misdemeanor, excluding minor traffic offenses, and that she has not been determined in any legal or other professional proceeding to be responsible for any act of moral turpitude. The City hereby relies on those representations and conditions this agreement thereon. The Treasurer will execute any waivers or releases necessary to allow the City to conduct a background check to verify these representations of the Treasurer. If, as a result of said background check, the City acquires any information indicating that any such representations by the Treasurer are untrue, it shall provide such information to the Treasurer forthwith, who shall have a reasonable opportunity to respond to such information. If the City then finds that the Treasurer made any such representations knowing same to be untrue, it may terminate this agreement forthwith and such termination may, in the sole discretion of the City, be deemed to be a discharge for cause.

## **SECTION NO. 20 – BINDING EFFECT**

This agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

**SECTION NO. 21 - TERM OF AGREEMENT**

- A). This agreement shall continue in full force and effect until the 30<sup>th</sup> day of June, 2025.
- B). If either party wishes to terminate this agreement, or modify or amend any section or subsection hereof, then notice to that effect shall be given in writing to the other party no less than sixty (60) days prior to the date of termination of this agreement. The modification or amendment of any specific section or subsection shall not affect the remainder of this agreement.
- C). If no notice of termination of modification is given by either party as provided for herein, then this agreement shall automatically continue in full force and effect from year to year.

***(Signature Page to Follow)***

**IN WITNESS WHEREOF** the parties hereto have caused this instrument to be executed on the date and year first above written.

**CITY OF SWARTZ CREEK**  
A Michigan Municipal Corporation

**AMY NICHOLS**  
Treasurer

By \_\_\_\_\_  
David A. Krueger, Mayor

By \_\_\_\_\_  
Amy Nichols, Treasurer

By \_\_\_\_\_  
Connie Olger, City Clerk

APPROVED AS TO FORM:  
Michael Gildner,  
City Attorney

**Appendix “A”**

**JOB DESCRIPTION**

## Job Description

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**FLSA:** Exempt

**DEPARTMENT:** City Treasurer

**GENERAL STATEMENT OF DUTIES:** Has custody of all moneys of the city, the Clerk's Bond and other personnel bonds, and all evidences of value belonging to or held in trust by the city. Maintains a current log of all city investments and insures such investments are made in accordance with city policy and state law. Collects and distributes real and personal property taxes. Maintains the repository for all business licenses and permits held by the city, including computer software licenses. Responsible for the maintenance of all financial functions of the City including payroll, accounting, utility billing, real and personal property administration and collection and other duties as set forth in the City Charter. Serves as the general accountant of the City and performs or oversees the performance of the functions assigned to the finance officer under the City Charter or as assigned by State statute.

**SUPERVISION RECEIVED:** Works under the general direction of the City Manager.

**SUPERVISION EXERCISED:** Provides general and technical direction and supervision to the Administrative Assistant positions, cashiers, and administrative temporary employees. Coordinates the work of the Contract City Assessor.

**EXAMPLES OF WORK PERFORMED:** The following tasks are typical examples of the work performed by an employee holding this position. The list is not all inclusive and does not include all of the tasks relevant to this position

Oversee or perform:

1. Collect municipal revenues and serve as initial depository of all city receipts.
2. Deposit and invest city funds in accordance with Council policy, state law and the Michigan Department of Treasury Guidelines and Procedures.
3. Maintain records of municipal funds and treasury transactions and prepare necessary reports and records.
4. Monitor expenditure levels of all city departments for compliance with budgetary and management objectives.
5. Assist the City Clerk in fulfilling the functions of the Finance Officer under the City Charter.
6. Maintains the City's general ledger and oversees inventory.
7. Assists the City Manager in preparation, implementation, and development of the City Budget.
8. Prepares annual comprehensive financial report and monthly financial statements.
9. Prepares revenue forecasts for budget and management decisions.
10. Directs purchasing for the city.
11. Coordinates the preparation of real and personal property tax rolls, special assessment rolls, jeopardy tax and assessment collections and administration.

12. Oversee meetings of the Board of Equalization.
13. Compile delinquent tax rolls, including computation of interest, penalty and collection fees for the County Treasurer.
14. Process delinquent tax settlements from the County Treasurer and distribute funds to proper general ledger accounts.
15. Oversee meetings of the Board of Equalization.
16. Provide assistance and information to the public.
17. Monitor daily operations including cash receipts, bank deposits, bank reconciliations, accounts payable/receivable financial reporting and posting of funds.
18. Coordinate the security and investment of city funds as directed by the City Manager.
19. Review and report on programs and activities influencing the city's financial condition.
20. Oversee utility billing as it pertains to collection of accounts receivable.
21. Oversee the preparation of payroll.
22. Audit payroll records, withholding and employee benefit reports.
23. Assist external auditors by providing needed data and responding to inquiries in the course of the audit.
24. Attend job related training courses and seminars, complete appropriate N.I M.S. training.
25. Assist the Clerk to administer elections consistent with federal, state and local laws. Publish notices, issue absentee ballots and forward required documentation to County, State and other organizations as required.
26. Support the office of the Clerk during absences or times of limited staff to perform records management, FOIA processes, administrative HR functions, meeting & minute functions, and publications.
27. Perform related duties as assigned.

**REQUIRED KNOWLEDGE, ABILITIES, AND SKILLS:**

- Knowledge of the principles and practices of governmental accounting.
- Working knowledge of the practices and procedures used to administer the State of Michigan's real and personal property system and related automated programs (Equalization).
- Ability to effectively manage, motivate and supervise personnel.
- Ability to obtain a financial surety bond.
- Knowledge of governmental purchasing practices and requirements.
- Working knowledge of the principles and practices of public administration, including budgeting, personnel administration and records management.
- Working knowledge of governmental auditing procedures.
- Comprehensive knowledge of the principles and practices of public finance, budgeting and fund accounting.
- Extensive knowledge of procedures, including use of automated accounting systems (BS&A, Excel databases, etc.).
- Knowledge of economic trend forecasting and analysis techniques.
- Knowledge of State and Federal laws and local policies relating to the investment of governmental funds.
- Ability to maintain complex financial records and prepare financial statements.



- Working knowledge of word processing, spreadsheet and database programs (Microsoft Word, Excel and Access).
- Working knowledge of record keeping and filing systems.
- Ability to operate standard office equipment, including fax machine, copier and telephone system.
- Ability to communicate clearly and effectively, orally and in writing, with co-workers, supervisors and the general public.
- Ability to write reports and correspondence.
- Knowledge of policies and procedures specific to the Clerk’s office, elections, and human resources administration practices strongly preferred.
- Ability to attend meetings and functions outside of normal business hours during elections or as needed.
- Ability to understand and follow complex oral and written instructions .
- Ability to operate a keyboard, copier and other office equipment, lift loads of up to 25 pounds, sit for prolonged periods of times, hear verbal communications on the phone and in an office environment, read and manipulate written text.

**MINIMUM QUALIFICATIONS:**

A combination of education and experience substantially equivalent to graduation from a recognized college or university with a Bachelor's Degree in business administration, accounting, or closely related field. Three years of experience in public sector accounting, financial management, and/or public administration.

Approved:

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Adam Zettel, City Manager

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Date

Approved:

# SWARTZ CREEK COMMUNITY SCHOOLS

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8354 Cappy Lane - Swartz Creek, MI 48473-1299  
(810) 591-2300 • Fax: (810) 591-2784  
[www.swartzcreek.org](http://www.swartzcreek.org)

To the Swartz Creek City Council,

We request that the city transfer the alleyway at Mary Crapo to Swartz Creek Community Schools. Its intended use is to become part of the Varsity Baseball field project underway at Mary Crapo. Please let us know if you need any other information from us.

Thank you for your help with this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Rodney R. Hetherton". The signature is fluid and cursive, with a long horizontal stroke at the end.

Rodney R. Hetherton  
Superintendent  
Swartz Creek Community Schools



**CRAPO PLAT NO. 1**  
 A SUBDIVISION OF PART OF W. 1/2 OF N.E. 1/4 SEC. 2, T.6N, R.5E.  
 GAINES TOWNSHIP, GENESEE COUNTY, MICHIGAN.

*Map 10-1921  
 S. T. Crapo*

40

**DEDICATION**  
 KNOW ALL MEN BY THESE PRESENTS, That we Stanford T. Crapo as proprietor, and Emmalee Crapo his wife, have caused the land embraced in the annexed plat to be surveyed, laid out and platted, to be known as "CRAPO PLAT #1", a subdivision of part of W. 1/2 of N.E. 1/4 Section 2, T. 6 N, R. 5 E, Gaines Township, Genesee County, Michigan and that the streets and alleys as shown on said plat are hereby dedicated to the use of the public.

Signed and Sealed in Presence of  
*Stanford T. Crapo* (S)  
*Emmalee Crapo* (S)

STATE OF Michigan ss  
 County of *Wayne* ss  
 on this *22* day of *August*, 19*21*, before me personally came the above named Stanford T. Crapo and Emma M. Crapo his wife, known to me to be the persons who executed the above dedication, and acknowledged the same to be their free act and deed.

*Anna Underhill*  
 Notary Public, *Wayne Co., Mich.*  
 My Commission expires *Dec. 15, 1922*

**SURVEYOR'S CERTIFICATE**  
 I hereby certify that the plat hereon delineated is a correct one and that permanent metal monuments of not less than one inch in diameter and fifteen inches in length set in a concrete base at least four inches in diameter and forty-eight inches in depth have been placed at points marked thus *o* as thereon shown at all angles in the boundaries of the land platted, at all the intersections of streets, intersections of alleys, or of streets and alleys, and at the intersections of streets and alleys with the boundaries of the plat as shown on said plat.

*H. C. Taylor*  
 Registered Civil Engineer

**CERTIFICATE OF MUNICIPAL APPROVAL**  
 This plat was approved by the Township Board of the Township of Gaines at a meeting held *Sept. 11, 1921*  
*William Sawicki*, Clerk

**CERTIFICATE OF APPROVAL BY COUNTY BOARD**  
 This plat was approved on the *13* day of *Feb.*, 19*21*  
*Ed. W. Whiting*, Judge of Probate  
*James G. ...*, County Clerk  
*Samuel T. ...*, County Treasurer

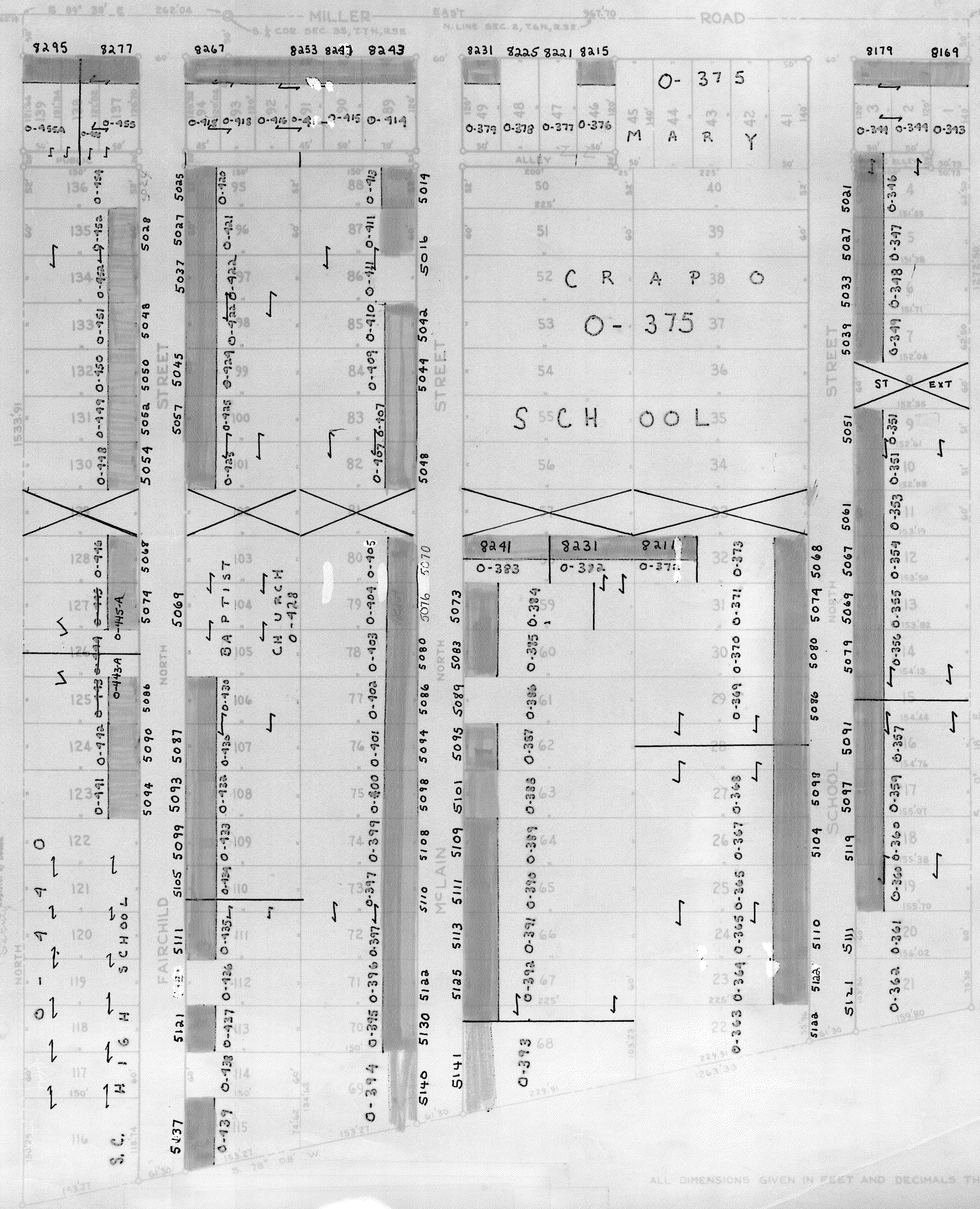
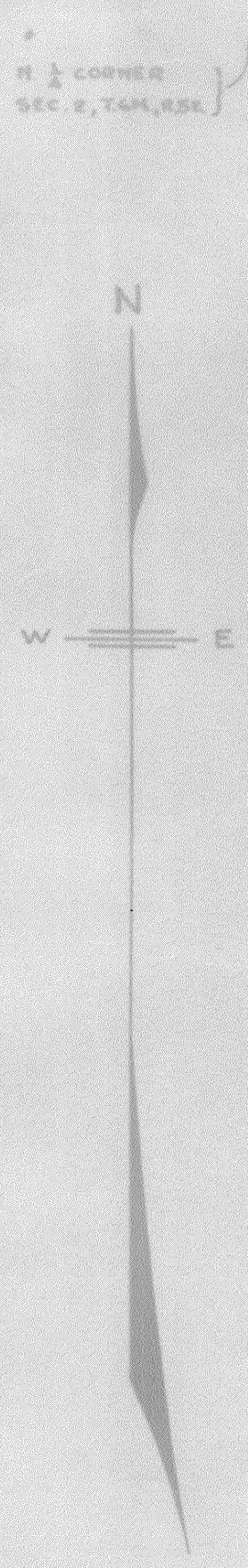
**CERTIFICATE OF APPROVAL BY COUNTY ROAD COMMISSION**  
 This plat was approved on the *15* day of *Feb.*, 19*21*  
*John ...*, Commissioner  
*John ...*, Commissioner  
*John ...*, Commissioner

**COUNTY TREASURER'S CERTIFICATE RELATING TO TAXES.**  
 Office of County Treasurer, Genesee County.  
 I hereby certify, That that there are *no* tax liens or titles held by the State on the lands described below, and that there are *no* tax liens or titles held by individuals on said lands, for the five years preceding the *15* day of *February*, 19*21*, and that the taxes for said period of five years are *all* paid, as shown by the records of this office.

This certificate does not apply to taxes, if any, now in process of collection by township, city or village collecting officers.

A parcel of land in the W. 1/2 of the N.E. 1/4 of Section 2, T.6N, R.5E, Gaines Township, Genesee County, Michigan more particularly described as follows: Beginning at a point in the North line of said Section 2, T.6N, R.5E, said point being West of and 1344.35 feet from the N.E. corner of said section, running thence S. 0° 18' E. a distance of 1272.50 feet; thence S. 78° 08' W. a distance of 1263.33 feet; thence North a distance of 1533.91 feet to said North line of said section; thence S. 89° 38' E. along said North line a distance of 262.04 feet; thence continuing along said North line, East a distance of 967.70 feet to the point of beginning.

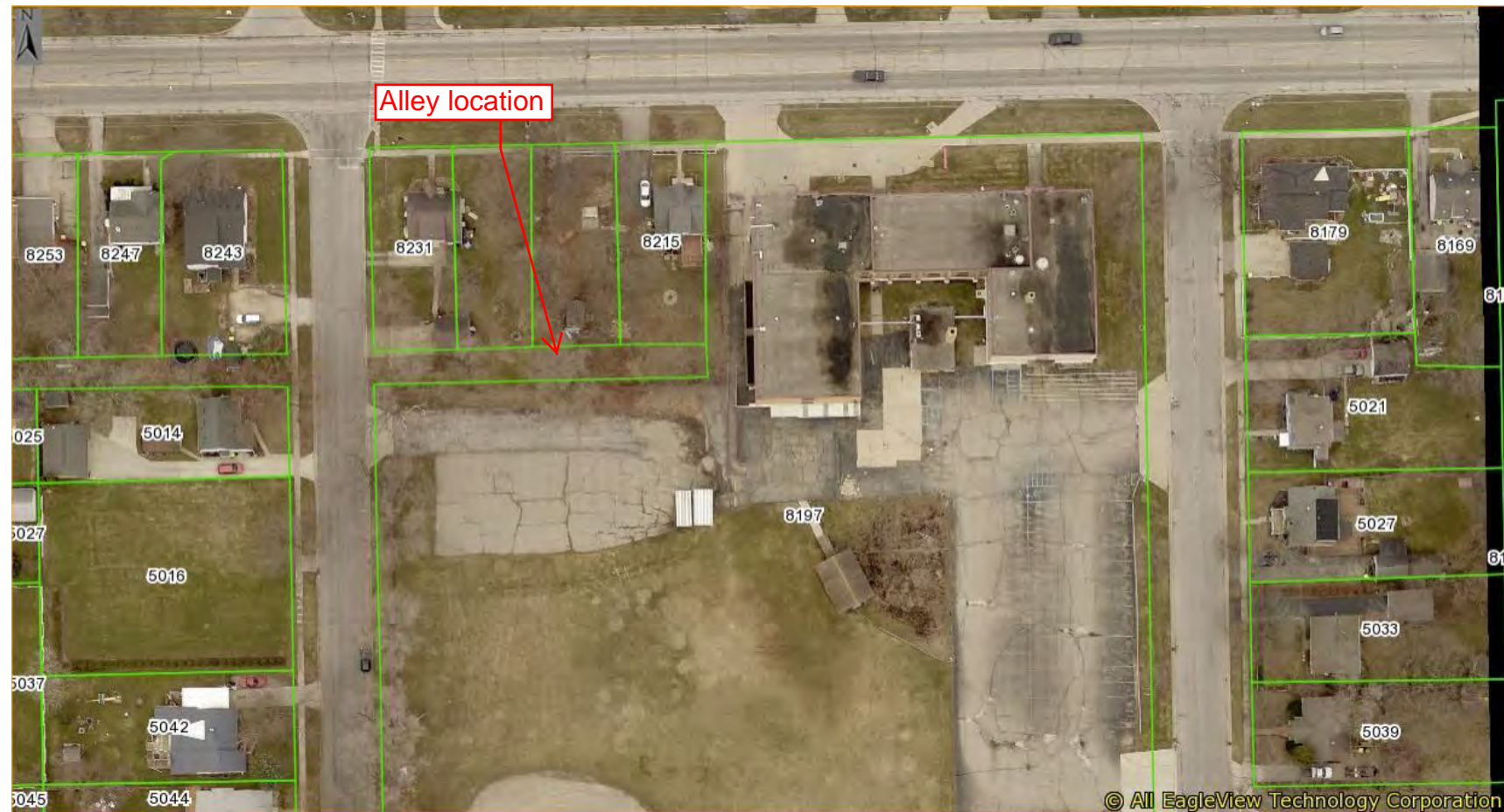
*James Delaney*, County Treasurer



ALL DIMENSIONS GIVEN IN FEET AND DECIMALS THEREOF



# Alley image

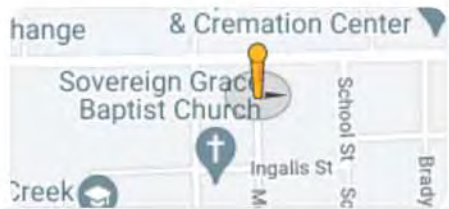
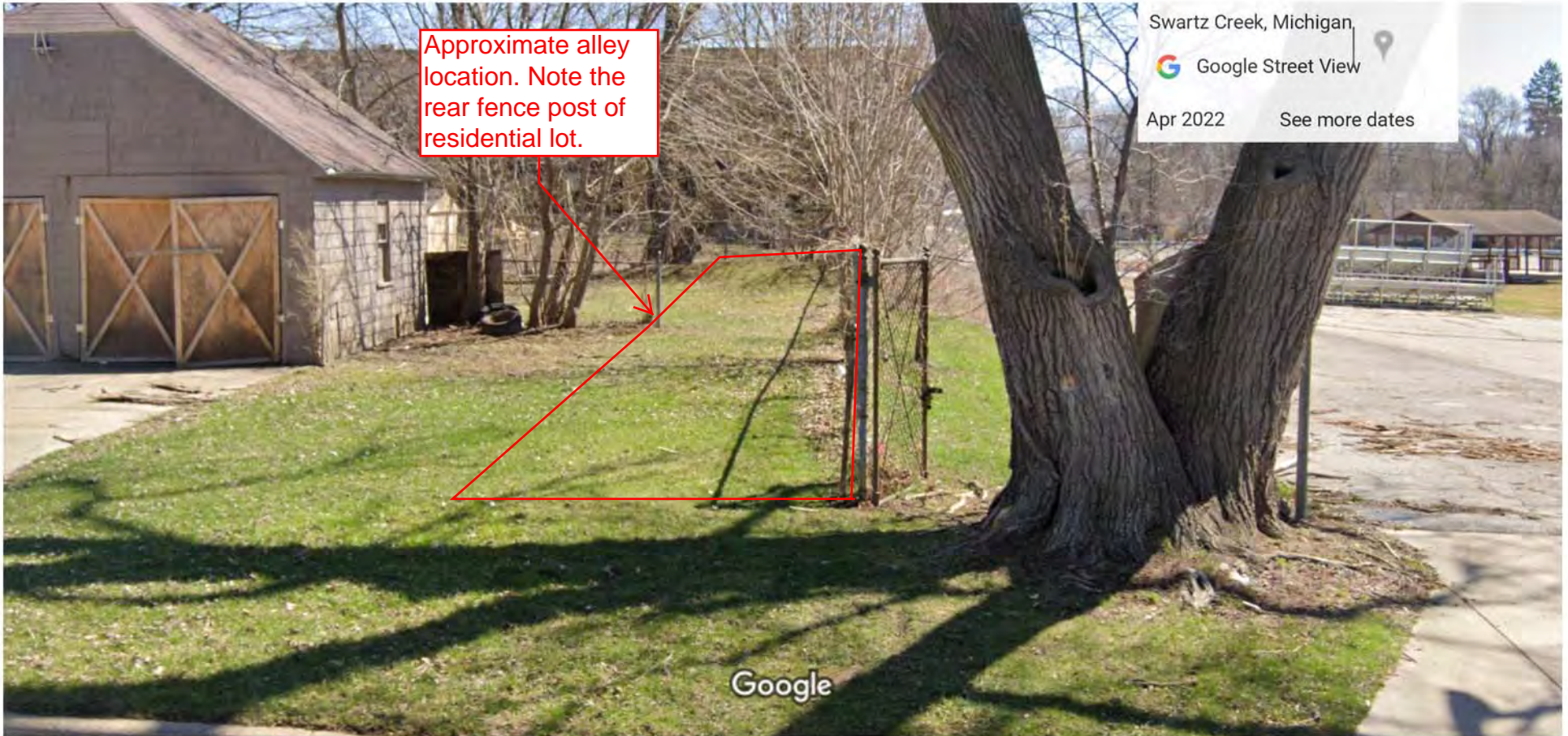






5014 Mclain St

Alley, viewed from Mclain to the east.



**Swartz Creek Area Fire Department  
Fire Chief's Report  
Fireboard Meeting Monday August 21, 2023 – 6pm**

To: Members of the Swartz Creek Area Fire Board

From: Chief David J. Plumb

Date August 10, 2023

**August 2023 Meeting**

Reminder, this month's meeting will be held at Station 2 1494 S Seymour Rd, Flint Mi 48532. The rest of the 2023 meetings will be held here.

**Training** *(Update)*

For August we will continue regular department trainings.

**Community & Public Safety Partnerships** *(Update)*

1. The firefighters continue to run the Movies in the Park. Since its inception, the Firefighters have set up and tore down the equipment for this community project.
2. August 12, the Firefighters stood-by and assisted with the Splash Pad at Elms Park.
3. The group is preparing for the Jeepers Creekers event as well as the Christmas Parade.

**Staffing** *(Update)*

As of writing our current fire personnel is 27 members. Our 2 new hires will begin the fire academy in October.

**Stations/Buildings** *(Update)*

Station 1: No Issues at this time

Station 2: Doors Leaking again, Township advised.

**FD EMS Response/Lift Assists:** *(Update)*

**July:** The EMS group responded to a total of **15** calls, **11** EMS calls and **4** lift assists. The longest wait time for EMS was **13** minutes. We had **1** medical in Swartz Creek, **10** in the township. Of the **4** Lift Assists, **2** were in the city, **2** were in the township. There was **1** lift assist in the City that the Fire Department responded to.

**2024 Apparatus Update** *(Update)*

Expected delivery is around April/May of 2024. I will also be discussing the next apparatus purchase recommendation at tonight's meeting.

**2024 Budget / Apparatus Replacement Schedule** *(Update)*

I have included an updated apparatus replacement schedule as well as a copy of the 2024 proposed budget. On August 14, 2023, as per the fire agreement, I met with the township supervisor and the city manager. This year's proposed budget is a 22.5% increase over last year. The major purchase proposed is replacing a set of the jaws of life at approximately \$39,000. This will move us from a hydraulic system to a battery-operated system. There is also a proposed ventilation fan that will also be battery operated as well as foam for the new truck. In addition, I am also requesting you approve the adding of new air cylinders to our air truck to help fill the new air bottles that were just purchased.

There are a lot of what-ifs that come with this budget. I have applied for a few grants to purchase turnout gear, helmets, boots, and gloves. I will also be applying for 2 grants to replace our jaws of life and we do not know how much we will get back from the sale of the truck when the new one arrives. If only half of these payouts in our favor, we will be in decent shape at the end of next year with the budget return.

Swartz Creek Area Fire Department  
Fire Chief's Report  
Fireboard Meeting Monday August 21, 2023 – 6pm

***Members to be taken off probation*** (Agenda Item)

Christian Thrushman has successfully completed his probationary period, completed the fire academy and is a licensed EMT. I request he be taken off probation and his pay be moved to \$18.00.

Jacob Villareal has successfully completed his probationary period. Jacob came to us already certified graduating from the first GCI academy. I request he be taken off probation and his pay be moved to \$17.00.

Abigail Bowen was hired October 17, 2022 coming to us fully certified from Corunna-Caledonia Fire. Abigail has successfully completed his probationary requirements. I therefore request she be taken off probation early (2months) and her pay be moved to \$17.00.

**SWARTZ CREEK AREA FIRE DEPT.:2024  
BUDGET-DRAFT**

ACCT #	20 BUDGET	20 ACTUAL	21 BUDGET	22 ACTUAL	23 BUDGET	24 BUDGET	DEFINITION
<b>REVENUES:</b>							
3528 Other Federal Grants	\$26,000.00	\$26,000.00					
3582 Contributions-Operating	\$311,557.51	\$308,501.34	\$310,829.00	\$323,830.99	\$326,329.00	\$399,031.50	Estimated Operating Contributions
3583 Contributions-Equipment	\$0.00		\$0.00		\$0.00	\$0.00	Estimated Equipment Contributions-combined with 3582 for 2013
3628 Misc. Income (Sundry)	\$0.00	(\$1,526.51)	\$0.00	\$5,330.74	\$0.00	\$0.00	Miscellaneous Income
3630 Grant Income	\$0.00		\$0.00	\$3,727.50	\$0.00	\$0.00	Grant Income
3664 Interest Income	\$0.00				\$0.00	\$0.00	Interest from Deposits
3673 Sale of Fixed Assets	\$0.00					\$25,000.00	Sale of Miscellaneous Used Items
	<b>\$337,557.51</b>	<b>\$335,974.83</b>	<b>\$310,829.00</b>	<b>\$332,889.23</b>	<b>\$326,329.00</b>	<b>\$399,031.50</b>	
<b>TOTAL REVENUES</b>							
<b>EXPENSES</b>							
4703 Social Security	13,442.61	12,665.99	12,107.50	12,646.84	12,337.00	13,484.50	Social Security - .0145%, FICA - .062%
4704.1 Salaries - Chief	33,000.00	32,011.00	31,500.00	31,500.00	33,000.00	31,500.00	Chief
4704.2 Salaries - Staff	9,930.00	4,025.00	10,800.00	5,523.84	10,000.00	10,400.00	Accounting Specialist & Clerical
4705 Salaries - Maintenance	22,122.19	21,421.93	20,300.00	10,000.00	21,800.00	22,900.00	Maint. Qtr. Master, Train. Officer, FF Labor, Pump Testing
4706 Salaries - Officers	14,752.97	13,167.00	18,468.00	14,581.00	18,468.00	18,468.00	1 Asst. Chief, 1 Barr. Chief, 2 Capt., 4 Lieut./Sgt
4707 Salaries - Firefighters	98,000.00	94,945.82	78,000.00	102,913.20	78,000.00	95,000.00	Est. Fire Run/Training Payment for Firefighters
4708 Deferred/Direct Response Comp.	2,633.24	2,434.50	2,556.00	2,960.26	2,556.00	5,015.00	Deferred Comp. Employer Paid
4709 Medical - Firefighters	8,265.00	7,161.00	7,408.00	6,618.00	8,408.00	8,408.00	Physicists, Hept. - B Shots
4710 Unemployment Payments	776.00	775.28	750.00		800.00	500.00	Unemployment Payments
4715 Unforseen Fees	1,648.83	6,611.39					
4727 Office Supplies	1,850.00	736.31	1,850.00	1,273.91	1,850.00	1,950.00	Clerical Supplies, Postage, Shipping
4728 Building Supplies/Maint	6,564.00	5,184.96	7,100.00	9,775.79	7,100.00	3,740.00	Utility Paper, Cleaning Supplies, Light Bulbs, Keys
4741 Equip/Oper. supplies	9,700.00	6,650.20	7,800.00	7,533.94	10,200.00	14,400.00	Small tool, Batteries, Fuel, Filters etc...
4801 Contract Services	5,800.00	4,869.98	5,520.00	4,972.94	5,320.00	5,720.00	Audit, Legal, Cleaning, Advertising, Copier Maint. Agree., Photos
4850 Communications	19,609.66	17,796.50	21,375.00	26,194.21	24,900.00	28,200.00	Telephone/Internet Service
4910 Insurance	19,051.17	15,530.00	19,500.00	16,166.87	19,500.00	21,500.00	Fleet, Liability, Workers' Comp.
4920 Utilities	8,445.67	6,050.03	9,455.00	3,205.00	11,650.00	12,501.00	Gas/Electric, Water/Sewer
4960 Education & Training	750.00	-	750.00	1,005.29	750.00	1,000.00	Classes/Materials, Prevention Materials, Subscriptions
4970 Office Equipment	33,036.84	32,190.84	26,720.00	23,458.42	26,300.00	69,400.00	Office Equipment
4976 Fire Equipment	22,330.00	14,663.23	24,230.00	17,711.70	27,230.00	23,980.00	Gear, Suppression Equip., Pagers, Radios
4978 Fire Equip-Maint./Repair/Upgrades	1,800.00	253.50	1,800.00	94.92	1,800.00	1,800.00	Maint. Agree., Repair & Upgrades of Fire Equipment
4984 Computer Hardware/Repair	2,669.33	2,510.33	2,040.00	4,152.50	2,040.00	4,540.00	Computer Hardware & Hardware Repair
4988 Computer Software/Upgrade							Computer Software, Software Upgrades, Train. Mats.
	<b>337,557.51</b>	<b>302,268.23</b>	<b>311,629.50</b>	<b>303,699.82</b>	<b>326,329.00</b>	<b>399,031.50</b>	
<b>Sub-total Expenses</b>							
4981 Apparatus							
	<b>337,557.51</b>	<b>302,268.23</b>	<b>311,629.50</b>	<b>303,699.82</b>	<b>326,329.00</b>	<b>399,031.50</b>	
<b>Total Expenses</b>							
	\$0.00	\$30,706.60	(\$800.50)	\$29,189.41	\$0.00	\$0.00	
<b>Net Income (Loss)</b>							
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
<b>Fund balance beginning of the year</b>							
	\$0.00	\$30,706.60	(\$800.50)	\$29,189.41	\$0.00	\$0.00	
<b>Fund balance end of the year</b>							
							3% = \$336,119
							22.3% increase over 2023



**SWARTZ CREEK AREA FIRE DEPT:2024  
BUDGET-DRAFT**

2024 BUDGET BREAKDOWN :					2023	2024	Change
<b>4703</b>	<b>Social Security</b>				<b>13,606.90</b>	<b>13,484.50</b>	<b>(122.40)</b>
		2021 Actual	12,665.99				
		2022 Actual	12,646.84				
	Chief Salary				\$31,500.00	\$31,500.00	\$0.00
	Acct & Clerical Wage				\$12,000.00	\$10,400.00	-\$1,600.00
	Officers				\$18,468.00	\$18,468.00	\$0.00
	Main/Train				\$22,900.00	\$22,900.00	\$0.00
	Firefighters				\$93,000.00	\$93,000.00	\$0.00
		TOTAL	\$176,268.00	0.0765	\$13,606.90	\$13,484.50	-\$122.40
<b>4704.1</b>	<b>Chief Salary</b>				<b>\$31,500.00</b>	<b>\$31,500.00</b>	<b>\$0.00</b>
		2021 Actual	32,011.00				
		2022 Actual	31,500.00				
	Chiefs Salary				\$31,500.00	\$31,500.00	\$0.00
<b>4704.2</b>	<b>Accounting Specialist &amp; Clerical Wages</b>				<b>\$12,000.00</b>	<b>\$10,400.00</b>	<b>(1,600.00)</b>
		2021 Actual	4,025.00				
		2022 Actual	5,523.84				
	Accting Specialist Wage (\$20 hr, avg 10 hrs a week)				\$12,000.00	\$10,400.00	-\$1,600.00
		TOTAL			\$12,000.00	\$10,400.00	-\$1,600.00
<b>4705</b>	<b>Maint. &amp; Train. Wages</b>				<b>\$22,900.00</b>	<b>\$22,900.00</b>	<b>\$0.00</b>
		2021 Actual	\$21,421.93				
		2022 Actual	\$10,000.00				
	Quarter Master Duties	\$200/mth			\$2,400.00	\$2,400.00	\$0.00
	Training Duties	\$200/mth			\$2,400.00	\$2,400.00	\$0.00
	Assit Quarter Master Duties	\$100/mth			\$1,200.00	\$1,200.00	\$0.00
	IT Specialist	\$100/mth			\$1,200.00	\$1,200.00	\$0.00
	Fire Prevention Duties	\$100/mth			\$1,200.00	\$1,200.00	\$0.00
	Firefighter Labor:						
	Hall/Apparatus Duties	Normal Firefighter hourly rate			\$8,500.00	\$8,500.00	\$0.00
	Flow Testing/SCBA Tech Maint	Normal Firefighter hourly rate			\$2,000.00	\$2,000.00	\$0.00
	Mechanic Maintenance Duties	Normal Firefighter hourly rate			\$4,000.00	\$4,000.00	\$0.00
		TOTAL			\$22,900.00	\$22,900.00	\$0.00
<b>4706</b>	<b>Officer Salary</b>				<b>\$18,468.00</b>	<b>\$18,468.00</b>	<b>\$0.00</b>
		2021 Actual	13,167.00				
		2022 Actual	14,581.00				
	Asst. Chief (1)	250/mth			\$3,000.00	\$3,000.00	\$0.00
	Batt. Chief (1)	187/mth			\$2,244.00	\$2,244.00	\$0.00
	Captain (2)	334/mth			\$4,008.00	\$4,008.00	\$0.00
	Lieutenant (4)	568/mth			\$6,816.00	\$6,816.00	\$0.00
	Sergeant (2)	\$200/mth			\$2,400.00	\$2,400.00	\$0.00
		TOTAL			\$18,468.00	\$18,468.00	\$0.00

**SWARTZ CREEK AREA FIRE DEPT:2024  
BUDGET-DRAFT**

<b>4707</b>	<b>Firefighter Wages</b>				<b>\$93,000.00</b>	<b>\$93,000.00</b>	<b>\$0.00</b>
	2021 Actual		94,943.82				
	2022 Actual		102,913.20	* \$26,000 Grant			
	<b>FIREFIGHTER (2021 Raise)</b>						
	Probation I				\$12.50	\$12.50	\$0.00
	Probation II				\$13.25	\$13.25	\$0.00
	FFI				\$14.00	\$14.00	\$0.00
	FFII				\$17.00	\$17.00	\$0.00
	Officer I				\$19.00	\$19.00	\$0.00
	Officer II				\$20.00	\$20.00	\$0.00
	Officer III				\$22.00	\$22.00	\$0.00
	Medical				\$1.00	\$1.00	\$0.00
	Tenure		+ 50 for 3yrs; 5yrs & 5 year increments				
	Pump Operator				\$0.50	\$0.50	\$0.00
<b>4708</b>	<b>Deferred Compensation</b>				<b>\$3,015.00</b>	<b>\$3,015.00</b>	<b>\$0.00</b>
	2021 Actual		2,434.50				
	2022 Actual		2,960.28				
	Firefighters: flat rate, \$52 per yr X 18 FF				\$936.00	\$936.00	\$0.00
	Firefighters: \$1.50 per run x 18 FF X 60 runs (Includes alarms & training)				\$2,079.00	\$2,079.00	\$0.00
	<b>TOTAL</b>				<b>\$3,015.00</b>	<b>\$3,015.00</b>	<b>\$0.00</b>
<b>4709</b>	<b>Medical Expense</b>				<b>\$8,408.00</b>	<b>\$8,408.00</b>	<b>\$0.00</b>
	2021 Actual		7,161.00				\$0.00
	2022 Actual		6,618.00				\$0.00
	Physical 27 FF				\$8,000.00	\$8,000.00	\$0.00
	Hept B Injections 3 shots @ \$68(x2)				\$408.00	\$408.00	\$0.00
	<b>TOTAL</b>				<b>\$8,408.00</b>	<b>\$8,408.00</b>	<b>\$0.00</b>
<b>4710</b>	<b>Unemployment Payments</b>				<b>\$800.00</b>	<b>\$500.00</b>	<b>-\$300.00</b>
	2021 Actual		775.28				\$0.00
	2022 Actual						\$0.00
	Unemployment Payments				\$800.00	\$500.00	-\$300.00
	<b>TOTAL</b>				<b>\$800.00</b>	<b>\$500.00</b>	<b>-\$300.00</b>
							\$0.00

**SWARTZ CREEK AREA FIRE DEPT:2024  
BUDGET-DRAFT**

<b>4727 Office Supplies</b>				<b>\$1,850.00</b>	<b>\$1,950.00</b>	<b>\$100.00</b>
	2021 Actual	736.31				
	2022 Actual	1,273.91				
						\$0.00
	Supplies (forms, envelopes, pens, etc...)			\$500.00	\$600.00	\$100.00
	Postage (stamps, special mailings)			\$300.00	\$300.00	\$0.00
	Shipping			\$1,000.00	\$1,000.00	\$0.00
	Sam's Club Membership			\$50.00	\$50.00	\$0.00
	<b>TOTAL</b>			<b>\$1,850.00</b>	<b>\$1,950.00</b>	<b>\$100.00</b>
						\$0.00
<b>4728 Building Supplies</b>				<b>\$2,890.00</b>	<b>\$3,740.00</b>	<b>\$850.00</b>
	2021 Actual	615.44				
	2022 Actual	1,411.19				
						\$0.00
	Paper Products			\$800.00	\$900.00	\$100.00
	Cleaning Products			\$600.00	\$700.00	\$100.00
	Light Bulbs			\$40.00	\$40.00	\$0.00
	Repairs/Updates			\$500.00	\$750.00	\$250.00
	Rehab/EMS Supplies			\$350.00	\$750.00	\$400.00
	First Aid Kit (restock)			\$600.00	\$600.00	\$0.00
	<b>TOTAL</b>			<b>\$2,890.00</b>	<b>\$3,740.00</b>	<b>\$850.00</b>
						\$0.00
<b>4741 Equipment Supplies</b>				<b>\$14,400.00</b>	<b>\$14,400.00</b>	<b>\$0.00</b>
	2021 Actual	5,184.96				
	2022 Actual	9,775.79				
						\$0.00
	Fuel			\$11,000.00	\$11,000.00	\$0.00
	Filters			\$700.00	\$700.00	\$0.00
	Oil			\$300.00	\$300.00	\$0.00
	Small Tools			\$400.00	\$400.00	\$0.00
	Misc. Supplies			\$2,000.00	\$2,000.00	\$0.00
	<b>TOTAL</b>			<b>\$14,400.00</b>	<b>\$14,400.00</b>	<b>\$0.00</b>
						\$0.00
<b>4801 Contract Services</b>				<b>\$8,700.00</b>	<b>\$8,625.00</b>	<b>(75.00)</b>
	2021 Actual	6,650.20				
	2022 Actual	7,533.94				
						\$0.00
	Emergency Excavating/Towing			\$600.00	\$1,000.00	\$400.00
	Auditing Service			\$5,000.00	\$5,125.00	\$125.00
	Maintenance Agreement-Copier			\$700.00	\$700.00	\$0.00
	Legal Service			\$2,400.00	\$1,800.00	-\$600.00
	<b>TOTAL</b>			<b>\$8,700.00</b>	<b>\$8,625.00</b>	<b>-\$75.00</b>
						\$0.00

**SWARTZ CREEK AREA FIRE DEPT:2024  
BUDGET-DRAFT**

<b>4850: Communications</b>				<b>\$5,720.00</b>	<b>\$5,720.00</b>	<b>\$0.00</b>
	2021 Actual	4,869.98				
	2022 Actual	4,972.94				
						\$0.00
	Web Site Domain Name (renew in 2025 GoDaddy)			\$0.00	\$0.00	\$0.00
	Web Site Domain Hosting (1and1 renew 2025)			\$0.00	\$0.00	\$0.00
	IAR (I Am Responding) Smart Phone Program			\$620.00	\$620.00	\$0.00
	Phone Equipment			\$600.00	\$600.00	\$0.00
	Phones/Internet Access			\$4,500.00	\$4,500.00	\$0.00
	<b>TOTAL</b>			<b>\$5,720.00</b>	<b>\$5,720.00</b>	<b>\$0.00</b>
<b>4910: Insurance</b>				<b>\$24,900.00</b>	<b>\$28,200.00</b>	<b>\$3,300.00</b>
	2021 Actual	17,796.50				
	2022 Actual	26,194.21				
						\$0.00
	Liability and Property Insurance			\$19,500.00	\$16,000.00	-\$4,500.00
	Worker's Compensation			\$5,200.00	\$13,000.00	\$7,800.00
	MML Membership			\$200.00	\$200.00	\$0.00
	<b>TOTAL</b>			<b>\$24,900.00</b>	<b>\$28,200.00</b>	<b>\$3,300.00</b>
<b>4920: Utilities</b>				<b>\$21,500.00</b>	<b>\$21,500.00</b>	<b>\$0.00</b>
	2021 Actual	15,530.00				
	2022 Actual	26,194.21				
						\$0.00
	Water/Sewer			\$3,500.00	\$3,500.00	\$0.00
	Gas/Electric			\$18,000.00	\$18,000.00	\$0.00
	<b>TOTAL</b>			<b>\$21,500.00</b>	<b>\$21,500.00</b>	<b>\$0.00</b>
<b>4960: Education &amp; Training</b>				<b>\$11,650.00</b>	<b>\$12,501.00</b>	<b>\$851.00</b>
	2021 Actual	6,050.03				
	2022 Actual	3,205.00				
						\$0.00
	<b>FIREFIGHTER TRAINING</b>					\$0.00
	Misc. FF Classes			\$2,000.00	\$2,000.00	\$0.00
	<b>ADVANCED TRAINING</b>					\$0.00
	Officer Classes/National			\$5,000.00	\$6,000.00	\$1,000.00
	<b>CERTIFICATIONS</b>					\$0.00
	CPR			\$300.00	\$300.00	\$0.00
	<b>MEMBERSHIPS</b>					\$0.00
	Michigan Fire Chiefs			\$245.00	\$245.00	\$0.00
	Genesee Co. Fire Chiefs \$63 ea x 3 + \$312 dept			\$500.00	\$501.00	\$1.00
	Shiawassee Co. Firefighters			\$75.00	\$75.00	\$0.00
	MI State Fireman's Assoc \$30 ea x35 + \$75 dept			\$1,125.00	\$975.00	-\$150.00
	MI Fire Inspectors Association			\$85.00	\$85.00	\$0.00
	Hundred Club			\$150.00	\$150.00	\$0.00
	MI Fire Instructors Association (2)			\$170.00	\$170.00	\$0.00
	<b>TRAINING SUPPLIES</b>			\$500.00	\$500.00	\$0.00
	<b>FIRE PREVENTION</b>					\$0.00
	Misc. Materials/handouts/audio visual aides			\$500.00	\$500.00	\$0.00
	Fire Safety Trailer			\$1,000.00	\$1,000.00	\$0.00
	<b>TOTAL</b>			<b>\$11,650.00</b>	<b>\$12,501.00</b>	<b>\$851.00</b>

**SWARTZ CREEK AREA FIRE DEPT:2024  
BUDGET-DRAFT**

4970	Office Equipment			\$1,000.00	\$1,000.00	\$0.00
	2021 Actual					
	2022 Actual		1,005.29			
	Upgrades/Repairs			\$1,000.00	\$1,000.00	\$0.00
	TOTAL			\$1,000.00	\$1,000.00	\$0.00
4976	Fire Equipment			\$20,400.00	\$69,400.00	\$49,000.00
	2021 Actual		32,190.84			
	2022 Actual		23,458.42			
	Turn Out Gear (2)			\$7,000.00	\$7,000.00	\$0.00
	Misc Equipment			\$4,000.00	\$4,000.00	\$0.00
	Uniforms			\$2,000.00	\$2,000.00	\$0.00
	10 yr Anniversary Helmet (2)			\$800.00	\$0.00	-\$800.00
	Replacement Helmets (2)			\$600.00	\$600.00	\$0.00
	Leather Fire Boots (6)			\$2,000.00	\$2,800.00	\$800.00
	Thermal Imaging Camera			\$4,000.00	\$0.00	-\$4,000.00
	PPV Fan			\$0.00	\$6,000.00	\$6,000.00
	Foam (40 gallons)			\$0.00	\$2,000.00	\$2,000.00
	6000psi Cascade Bottles (x2)			\$0.00	\$6,000.00	\$6,000.00
	Jaws Of Life			\$0.00	\$39,000.00	\$39,000.00
	TOTAL			\$20,400.00	\$69,400.00	\$49,000.00
4978	Fire Equipment-Maint/Repair			\$29,380.00	\$23,980.00	(\$5,400.00)
	2021 Actual		14,663.23			
	2022 Actual		17,711.70			
	Truck Repair			\$10,000.00	\$10,000.00	\$0.00
	Jaws Pump Maint - BI-Annually 2024			\$1,500.00	\$1,500.00	\$0.00
	Turn-Out Gear Repair/Cleaning			\$1,500.00	\$1,500.00	\$0.00
	Ladder Certification			\$900.00	\$900.00	\$0.00
	Annual Pump Test/Maint			\$4,500.00	\$2,000.00	-\$2,500.00
	Pager/Radio Repair/Upgrade			\$2,000.00	\$2,000.00	\$0.00
	SCBA Repair			\$1,000.00	\$500.00	-\$500.00
	Fire Extinguishers Maint			\$1,200.00	\$600.00	-\$600.00
	Misc. Equipment Repair			\$1,500.00	\$1,500.00	\$0.00
	Posi Check Calibration	**potential split 50/50 with GTFD		\$800.00	\$800.00	\$0.00
	OHD Facemask Fit Equipment	**potential split 50/50 with GTFD		\$820.00	\$820.00	\$0.00
	Air Compressor M/A (2)			\$1,860.00	\$1,860.00	\$0.00
	Replacement Truck Air Compressor (1)			\$1,800.00	\$0.00	-\$1,800.00
	TOTAL			\$29,380.00	\$23,980.00	-\$5,400.00
4981	Apparatus			\$0.00	\$0.00	\$0.00
	2021 Actual		\$0.00			
	2022 Actual		\$0.00			
	TOTAL			\$0.00	\$0.00	\$0.00
4984	Computer Hardware/Repairs			\$1,800.00	\$1,800.00	\$0.00
	2021 Actual		253.50			
	2022 Actual		94.92			
	Computer/Monitor Upgrades			\$1,500.00	\$1,500.00	\$0.00
	Repairs			\$300.00	\$300.00	\$0.00
	TOTAL			\$1,800.00	\$1,800.00	\$0.00
4988	Computer Software/Upgrades			\$2,040.00	\$4,540.00	\$2,500.00
	2021 Actual		2,510.33			
	2022 Actual		4,152.50			
	Quickbooks			\$2,040.00	\$2,040.00	\$0.00
	Misc Program Support (IOS, Windows)			\$2,500.00	\$2,500.00	\$0.00
	TOTAL			\$2,040.00	\$4,540.00	\$2,500.00

**Swartz Creek Area Fire Department  
2023 Proposed Fire Apparatus Replacement /Major Purchase Schedule  
August 14, 2023**

Ordered/ Contract Date Year	Payment/ Delivery Date	Purchased New Year	Original Cost	Years When Replaced	Apparatus Description	Current Rig #	New Rig #	Replacement / Additional Apparatus	Projected Cost
12/1/2023	4/15/2024	1999	227,919	25	1999 Pierce, 1500 GPM pump, 750 gal tank	41-21	41-21	1500 GPM pumper, 1250 gal. tank	\$910,000
7/5/2025	7/5/2028	1991	215,366	37	1991 Pierce, 1500 GPM pump, 1000 gal tank	41-22	41-15	1500 GPM pumper, 500 gal. tank, 107ft Ladder	\$1,500,000
8/1/2035	8/1/2035	2007	NA	28	2- ATVs	B1/B2	B1/B2	2 - Kobota's	\$40,000
8/1/2035	8/1/2037	1998	180,681	39	1991 Pierce, 1500 GPM pump, 1000 gal tank	41-22	41-11	1500 GPM pumper, 1250 gal. tank	\$1,300,000
1/1/2037	1/1/2038	2023	260,000	15	Air Packs	-	-	Air Packs	\$400,000
2/1/2040	2/1/2042	2015	609,786	27	2015 1500 GPM pumper, 750 gal. tank	41-12	41-21	1500 GPM pumper, 1250 gal. tank	\$1,600,000
2/1/2045	2/1/2047	2020	382,375	27	2020 1500GPM Tanker, 4000 ga. Tank	41-23	41-23	1500GPM Tanker, 4000 ga. Tank	\$1,400,000
2/1/2050	2/1/2050	2020	70,000	30	2020 Dodge Utility Body w/Skid Unit	41-27	41-27		\$150,000
2/1/2050	2/1/2050	2022	70,000	30	2022 Dodge Crew vCad Utility Body	41-16	41-16		\$150,000
TBD#		2022	55,000		2022 Dodge Durango				\$150,000

~ Every 5 years

~ Replace trucks every 5 years after  
# If EMS program continues will look for a purchased approx \$60,000 for med runs/manpower transport

# RatingsDirect®

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## Summary:

# Swartz Creek, Michigan; General Obligation

### Primary Credit Analyst:

Randy T Layman, Englewood + 1 (303) 721 4109; randy.layman@spglobal.com

### Secondary Contact:

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## Summary:

# Swartz Creek, Michigan; General Obligation

### Credit Profile

US\$6.4 mil 2023 cap imp bnds (ltd tax - GO) ser 2023 due 11/01/2035

*Long Term Rating*

AA-/Stable

New

### Credit Highlights

- S&P Global Ratings assigned its 'AA-' long-term rating to the City of Swartz Creek, Mich.'s 2023 capital improvement bonds.
- The outlook is stable.

### Security

The city's limited-tax general obligation (LTGO) pledge, subject to constitutional and statutory limits within Michigan, secures the 2023 bonds. The city's charter further limits its maximum operating property tax rate to five mills, which includes revenue for debt service, compared with 20 for Michigan cities under state law. We view the city's LTGO pledge on par with its general creditworthiness given the fungibility of resources available for debt service.

The 2023 bond proceeds will finance a portion of capital expenditures associated with water-system-related improvements.

### Credit overview

Swartz Creek's credit quality is supported by stable financial performance, robust reserves and liquidity, a manageable though slightly elevated net direct debt burden, and a favorable retirement liability position. The city maintains a track record of budgetary balance and benefits from a shared service model with neighboring communities for police and fire services, helping the city manage general expenses. Furthermore, police and fire retirement liabilities were fully funded when the city transitioned to this model, limiting retirement cost pressures for the respective joint ventures and, in turn, the city itself. The city budgets conservatively and typically performs in line with or better than adopted budgets. Although the city's expenditure profile benefits from police and fire joint ventures, its revenue flexibility is limited, in our view, considering the city is at the maximum millage rate permissible under its city charter. At around 60% of budgeted revenue, growth in property tax revenue is effectively limited to the rate of inflation plus revenue from any new development.

The city is located in Genesee County, nine miles southwest of downtown Flint. The local economy depends somewhat on auto manufacturing and faces a challenging economic development environment given the county's declining population. However, the city's population has increased slightly since the 2010 Census and rising property values have supported revenue. Given this in conjunction with manageable expenditures and liability position, we believe the credit profile will remain stable.

The 'AA-' long-term rating further reflects our view of the city's:



- Below-average income and wealth metrics,
- Stable financial performance with unaudited results for fiscal 2023 and with trends projected to continue in the 2024 budget,
- Very strong reserve and liquidity position supported by a formal policy to maintain general fund reserves at a minimum of \$500,000 plus an amount equal to 35% of expenditures,
- Standard financial management policies and practices in other areas,
- Lack of additional debt plans aside from water revenue bonds to complement the 2023 capital improvement bonds, and
- Well-funded legacy pension plan and minor other postemployment benefit liability.

**Environmental, social, and governance**

Considering Swartz Creek's proximity to Flint and Flint's water supply crisis, we emphasize that the city's water and sewer utilities are not connected or related to the City of Flint. Swartz Creek's water supply comes from Lake Huron and it is not facing any material water quality concerns to our knowledge.

Furthermore, when considering the city's credit quality environmental, social, and governance factors are neutral in our assessment.

**Outlook**

The stable outlook reflects our view that the city will sustain its strong financial position over the two-year outlook horizon.

**Downside scenario**

All else equal, we could also lower the rating if the budget becomes imbalanced and operating reserves significantly deteriorate.

**Upside scenario**

All else equal, we could raise the rating if economic metrics improve relative to those of higher-rated peers.

**Swartz Creek key credit metrics**

	Most recent	Historical information		
		2022	2021	2020
<b>Weak economy</b>				
Projected per capita EBI as % of U.S.	83			
Market value per capita (\$)	85,289			
Population		5,808	5,729	5,714
County unemployment rate (%)		5.6		
Market value (\$000s)	495,360	445,132	423,420	
Ten largest taxpayers as % of taxable value	19.1			

**Swartz Creek key credit metrics (cont.)**

	Most recent	Historical information		
		2022	2021	2020
<b>Adequate budgetary performance</b>				
Operating fund result as % of expenditures		1.5	14.6	(2.2)
Total governmental funds result as % of expenditures		(3.1)	3.3	5.8
<b>Very strong budgetary flexibility</b>				
Available reserves as % of operating expenditures		65.5	60.0	49.2
Total available reserves (\$000s)		1,860	1,496	1,313
<b>Very strong liquidity</b>				
Total government cash as % of governmental funds expenditures		180	174	187
Total government cash as % of governmental funds debt service		5,367	2,960	3,065
<b>Adequate management</b>				
Financial management assessment	Standard			
<b>Weak debt and long-term liabilities</b>				
Debt service as % of governmental funds expenditures		3.4	5.9	6.1
Net direct debt as % of governmental funds revenue	149			
Overall net debt as % of market value	4.1			
Direct debt 10-year amortization (%)	63			
Required pension contribution as % of governmental funds expenditures	1.8			
OPEB actual contribution as % of governmental funds expenditures	0			
<b>Strong institutional framework</b>				

Note: Data points and ratios may reflect analytical adjustments. EBI--Effective buying income. OPEB--Other postemployment benefits.

**Related Research**

Through The ESG Lens 3.0: The Intersection Of ESG Credit Factors And U.S. Public Finance Credit Factors, March 2, 2022

Certain terms used in this report, particularly certain adjectives used to express our view on rating relevant factors, have specific meanings ascribed to them in our criteria, and should therefore be read in conjunction with such criteria. Please see Ratings Criteria at [www.standardandpoors.com](http://www.standardandpoors.com) for further information. Complete ratings information is available to subscribers of RatingsDirect at [www.capitaliq.com](http://www.capitaliq.com). All ratings affected by this rating action can be found on S&P Global Ratings' public website at [www.standardandpoors.com](http://www.standardandpoors.com). Use the Ratings search box located in the left column.

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