

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday, January 22, 2024, 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 January 8, 2024 MOTION Pg. 28
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 Pending
 - 6C. Art in the Park Reservation and Waiver Request Pg. 36
 - 6D. Poverty Exemption Requirements Draft Pg. 40
 - 6E. Plante Moran Education and General Services Agreement Pg. 43
 - 6F. House Bill 5089 Pg. 56
7. **MEETING OPENED TO THE PUBLIC:**
 - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
 - 8A. Poverty Exemption Update RESO Pg. 24
 - 8B. Art in the Park Reservation and Waiver RESO Pg. 25
 - 8C. Plante Moran Professional Services RESO Pg. 26
 - 8D. House Bill 5089 Opposition RESO Pg. 26
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION Pg. 27

Next Month Calendar (Public Welcome at All Meetings)

Metro Police Board:	Wednesday, January 24, 2024, 11:00 a.m., Metro HQ
City Council	Monday, February 12, 2024, 7:00 p.m., PDBMB
Planning Commission:	Tuesday, February 6, 2024, 7:00 p.m., PDBMB
Downtown Development Authority:	Thursday, February 8, 2024, 6:00 p.m., PDBMB
Fire Board:	Monday, February 19, 2024, 6:00 p.m., Station #1
Park Board:	Tuesday, February 20, 2024, 5:30 p.m. PDBMB
Zoning Board of Appeals:	Wednesday, February , 2024, 6:00 p.m., PDBMB
City Council:	Monday, February 26, 2024, 7:00 p.m., PDBMB

City of Swartz Creek Mission Statement

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

City of Swartz Creek Values

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

Honesty, Integrity and Fairness

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

Fiscal Responsibility

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

Public Service

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

Embrace Employee Diversity and Employee Contribution, Development and Safety

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

Expect Excellence

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

Respect the Dignity of Others

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

Promote Protective Thinking and Innovative Suggestions

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

**CITY OF SWARTZ CREEK
VIRTUAL REGULAR CITY COUNCIL MEETING ACCESS INSTRUCTIONS
MONDAY, JANUARY 22, 2024, 7:00 P.M.**

The regular meeting of the City of Swartz Creek city council is scheduled for **January 22, 2024** starting at 7:00 p.m. and will be conducted in hybrid form. The meeting will be available virtually (online and/or by phone). Council members and staff must attend in-person. The general public may attend in-person or virtually.

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 Renee Kraft, 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 provided below. The details include a link to “**Join via computer**” as well as phone numbers for a conference call option. It will also include the 9-digit Meeting ID.

To join the videoconference:

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

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

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

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

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



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

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

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

Renee Kraft is inviting you to a scheduled Zoom meeting.

Topic: Swartz Creek City Council Meeting

Time: January 22, 2024 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 concerns, please contact 810-429-2766 or email rkraft@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) 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 who 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, January 22, 2024 - 7:00 P.M.

TO: *Honorable Mayor, Mayor Pro-Tem & Council Members*
FROM: Adam Zettel, City Manager
DATE: January 17, 2024

ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

- ✓ **MICHIGAN TAX TRIBUNAL APPEALS** *(No Change of Status)*
There were no appeals for 2023. Tax day of December 31, 2023 will set the table for assessment notification distribution in February, with appeals in March or thereafter (for commercial). We typically have an understanding of the commercial appeal potential by May or June.
- ✓ **STREETS** *(See Individual Category)*
 - ✓ **2020-2023 TRAFFIC IMPROVEMENT PROGRAM (TIP)** *(No Change of Status)*
The Miller Road rehabilitation is complete, with the exception of stop bars and crosswalk striping. Weather is not conducive to the application of paint.

There are no further TIP projects planned for the current three-year cycle.

- ✓ **STREET PROJECT UPDATES** *(Updated)*
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.

Street rehabilitation with limited drainage in Winchester Woods bids are in and include replacement top courses and limited drainage work. This work was bid separately from the Winchester Village work so that the city will qualify for the \$250,000 Category B MDOT grant. MDOT did not allow a project to be under contract or out for bid prior to a grant agreement. The apparent low bid came in a just over \$870,000, which is slightly below the engineers estimate. Unfortunately, the bid has not been analyzed for recommendation as of writing. As such, I expect to have this and the related construction engineering in the packet for the February 12 meeting.

Street reconstruction for Winchester Village is approved and a pre-construction meeting was held on December 20th. The contractor is anticipating to start on water main in February, with project completion in 2024. This is going to create very busy and inconvenient circumstances in Winchester Village, but it will be worth it. We will be performing public education as soon as possible to prepare homeowners for the schedule and impact of the project. A tentative schedule has been drafted, with mobilization on January 29 and project completion prior to October. Before we go live with this, we will meet with the contractor on Wednesday to verify their plans.

Street work will include sub surface drainage, road reconstruction, replacement aprons, replacement sidewalk, and forestry for Durwood, Norbury, Winshall, Greenleaf,

and Whitney. Capital improvement bonds have been sold with the low bid being 3.290922%.

In late December, we received notice that the Michigan Infrastructure Office was seeking applications for grant identification and match funding support. The window on this was very short, with applications due on January 8. In the absence of time and strategy for this specific opportunity, I took the liberty to work with our regional Metropolitan Planning Organization (GCMPC) and we came up with a project that may qualify.

Right or wrong, and without any commitment, I submitted the roundabout improvement for Miller and Elms. I did so because a [study](#) had been completed by the county that identified the need and laid the justification for such an improvement. This area is certainly in need of capacity and safety improvements that are beyond our financial ability. The intersection has many challenges because of the proximity of the on/off ramps, activity level, and alignment. The cost to construct a roundabout and repair the surrounding concrete portions is also at the appropriate scale of cost (over \$2 million).

At this point, we simply submitted an application for the office to be aware of the project and potentially align funding sources that could be applied for at a later date, with the potential for the office to provide critical match funding. I will keep the council informed. If the MIO is interested, council will need to weigh the pros and cons of implementing such a strategy.

Concerning the Morrish overpass, the DPW is taking a closer look at the slope, guardrail, and drainage structures. We have very little capacity to deal with this interstate overpass with our funds. We are looking to ensure it is safe and structurally sound until such time that MDOT addresses the larger issues. Rob solicited pricing on a potential complete repair from OHM, which was included in a previous packet.

- ✓ **RECONNECTING COMMUNITIES AND NEIGHBORHOODS** (*No Change of Status*)
The grant has been submitted. The previous report follows.

There is new federal money available to provide traffic and pedestrian connections to overcome divisions in communities that have resulted from previous changes to the traffic network. In essence, the program seeks to resolve some issues caused by the construction of major highways, roads, rail, etc. This could be something that helps us create a much-needed pedestrian link over I-69 at Morrish Road. With new retail coming, and the school's Cage Fieldhouse there, it makes sense to connect this to Apple Creek and the rest of downtown to the south.

OHM will be writing a grant for this, but in typical federal fashion, it is only a planning grant at this point. This means that we are going to spend a couple thousand to apply for a grant that will cover the federal planning requirements for the improvement itself. This plan is estimated to cost \$80,000 and is what the planning grant will cover. Once complete, we can make application for the improvement grant itself. If this seems like a long and tedious process, it is. However, it may be the best way to address this need.

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

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

We do not yet have a proposal for the next phase of sewer lining. At this point, we are still putting together data that covers the current status of the system so that future cleaning and lining is optimized. Given the work that has been done so far, we are confident that we have addressed the high priority and high risk assets. Moving forward, the community will be more focused on routine maintenance.

We expect to use this data to put together a more formal ten-year city-wide cleaning program. This was to be a five year program, but consultation with the county indicated that a longer timeline is equally sufficient in their recent experience.

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

The USDA water main project is approved. We have closed on the loan and work is to begin in early February. We have a schedule but we must affirm it prior to sending out work notices to residences. The project is supposed to be complete by October.

This water project includes 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, Waldorf, 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.

We are working to get the contractor onsite sooner than later, but we cannot force this issue, nor can we directly work on the county lines.

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. The water tower collector is working and is collecting about 75% of accounts on its own. The number of unread meters for the west end is very low, which is a great sign of the tower effectiveness. Even though we are not using this system for billing, we have already used it to notify owners of two detected leaks!

The Elms tower requires power, but we expect that soon. Staff was trained on the platform on October 24th. This went well. We MAY be able to conduct winter reads with the system. 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** *(Update)*

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

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

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

1. The **raceway owner affirmed the removal of two out-buildings imminently.** The site is not formally for sale, nor is there a concept plan for reuse. However, the owner now indicates the potential to list the property after the buildings come down, presumably very early in 2024. As of writing, a demolition permit for those buildings has been acquired and Consumers Energy has notified us of a utility disconnect.
2. The **reuse of Mary Crapo is becoming a reality.** The school has concept plans for a varsity baseball field. They were previously open to a partnership that may

allow the DDA to pursue seasonal skating and/or public art. It appears this is still part of the plan. It also appears that their plans may have an impact on the lane configuration for Ingalls. A detailed plan is expected in January.

3. **(Update) Street repair in 2024** is moving forward. Bids are in for Winchester Woods, but the engineer must review the low bid prior to making a recommendation. I expect to have approval on the February 12 agenda. The low bid is just below the engineer's estimate of \$900,000. Winchester Village projects are to be complete by the end of 2024.
4. The **Brewer Condo Project** first tri-plex is complete and for sale. A ribbon cutting was held in December. We can affirm now that two of three units have sold! 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.
5. 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.
6. The **southwest corner of Elms & Miller** is seeing some increased activity. We have a judgement to demolish the building on the corner. We received word from a design company that they are working on a site plan, and that the building should be coming down by the owner. A demolition permit has been filed and approved, conditioned upon removal of the structure and sign, along with site restoration.
7. **Park projects** are complete and include both basketball courts and Elm's tennis courts. Paint markings on the Elms basketball courts are done. There is also an opportunity to mark the open area next to these for some use (pickleball, a 2D toddler village, etc.)
8. **(Update)** We had some interest in two **Meijer out lots**, as well as some potential **downtown renovations**. One of these users was not given corporate approval to build in the region. There are no applications or site plans, but I will keep the council informed if anything takes shape.
9. **(Update) New Businesses.** Sherman heating and cooling is listed as for sale by owner. I believe the sale is related to the building only, not the business.
10. **(Update) Mundy Megasite/Costco.** Costco now has site plan approval for a location off Hill Road by US 23. There is no update regarding the megasite that the MEDC and regional chamber are marketing on Maple Avenue. We met with the Genesee Regional Chamber on the matter. They communicated their strategy and how our community may be impacted. At the moment there is no site user, only a marketing plan. We are liaising about any potential infrastructure changes moving forward. No improvements will be implemented without a user.
11. **(Update) Holland Square** has plans and a preliminary cost for improvement of a market-style shelter. The DDA will take the lead in investigating this potential public spaces community places project.

✓ **SAFE ROUTES TO SCHOOL** *(No Change of Status)*

The project is substantially complete, and the engineer is working through the final punch list items. Overall, we are quite pleased with the quality of work, project timing, and price (we expect to come in at or below budget).

The fence for Fairchild at the creek has been ordered. A fence has also been constructed at Elms School, to be gated during school hours.

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

Most recently, we have embarked on the renewal process with the MEDC to retain our status as a Redevelopment Ready Community. They are going to work with us over the next twelve months to ensure we are aligning with the most up-to-date best practices and guidelines. The areas that still need work are highlighted in the report (October 23, 2023 packet).

We met with our MEDC representative on October 24th to go over this. I am happy to say that we are aligned already with 72% of the benchmarks, and I am confident that we will be able to align with full expectations in a short amount of time. The only item for concern, which is more procedural in nature, is whether or not we need to formally update our marketing plan. Otherwise, most changes could be made quite readily.

The Methodist Church project is being heavily marketed. In the meantime, we have affirmed that there is already a restaurant user that has a purchase agreement on the property! This could be great news for the building and the downtown! We met with this individual and the MEDC team. There is a lot of optimism. I believe this will be a slow but steady project, so we should not expect movement in the next year.

There is another downtown property owner that is considering a transformational investment in their property using the RRC architectural services. Time will reveal if this bears fruit. I expect another renovation for an existing building on Miller Road to submit plans for the planning commission.

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. We have a concept (included in the packet), and we met onsite with JW Morgan construction and a materials vendor. We should have some initial pricing within 30 days.

The concept 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*)

Concerning the current cycle, we are preparing bids for sidewalk on the dead ends of Mclain and School Streets. It is not clear that we can complete both due to cost. The project that is to be completed in 2024 consists of adding new sidewalk in the downtown area. The CDBG funds are just under \$40,000. As of writing, it appears all work will total about \$100,000, so we may look to add walk to only one street, even if we bid both to ascertain the actual costs first.

The full applications for the next cycle (2025-2027) have been submitted. This includes senior services and downtown decorative lighting.

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

Shattered Chains completed another work day. They are very happy with the results. We appear to be in the final stretch to make the course playable!

✓ **PAVILION COMMITMENT/GRANTS** (*Update*)

We are happy to receive a check for over \$6,000 from Jentery's family! This is an important part of making this investment come true.

We still have an initial commitment from Kildee's office for funds to support the development of Otterburn. Initially, it appeared that we may be in line for only \$150,000 of the requested amount of \$750,000. However, our grant writer has been working with his office to see where this stands. There is cause for optimism that this could increase. However, as we now enter a presidential election year, and the final year of Mr. Kildee's last term, there is also cause for concern on the durability of the award.

We were not awarded the requested \$150,000 from the DNR Recreation Passport Grant. Our grant writer is suggesting we attempt a spring application for the DNR Trust Fund. I am not excited to prolong the project to 2025 by entering that program, but we may need the resources. In addition, Congress is moving very slowly in committing funds on their end, so a wait may not truly delay anything at this point. We have some time to consider this through the winter months.

I will keep the council informed. Once there is a clear picture of all funds available, we should be able to scale the project to meet a reasonable budget.

✓ **SPEEDING AND TRAFFIC CONTROL** *(No Change of Status)*

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 parking. At this point, there is not a plan to physically alter the street, but markings could be placed to dedicate parallel parking on the north side, with a double yellow divider to denote two-way traffic for the south two-thirds of the road.

In other news, the Metro PD budget officially includes the provision of a new position, full time traffic enforcement officer. I think this will be a very visible position that will create awareness of appropriate speeds in the community in 2024.

We are still very interested in comprehensive traffic calming where opportunities arise (addition of street trees, narrower lanes, speed monitoring, etc.). Specifically, we believe we can begin to add 'SLOW' or '25 MPH' markings on the lanes of designated streets. 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. Examples are shown below.



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

The city attorney and staff have been pursuing answers and remedies from Frontier as it relates to the outages that have been caused by the installation of fiber, specifically in areas of existing overhead wires. Genesee County 911 has also been assisting. I have gotten calls from the Michigan Public Service Commission, as well as Frontier. They indicate that there have been large numbers of outages, but they believe they have addressed them all. I passed on some open issues that I was aware of and noted that the problem appears to extend beyond formal complaints. It appears we have their attention, and I suspect they will work to close any open cases.

If anyone still has an issue, they should open a case directly with the MPSC or contact the city office.

The previous report follows.

All but two of Frontier's fiber permits are approved. Work on installation has begun in the city and surrounding townships. We are getting many reports of phone service outages, unprofessional workers, and unsightly/inconvenient working areas. I have made the Michigan Public Service Commission aware of these issues. 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 the 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.

✓ **SOLAR SYSTEM MODEL** *(Update)*

Crowdfunding drive officially started on January 8, 2024. See Samantha's community development report below and let her know if you are aware of any potential donors! The previous report follows.

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 New Zealand, or payment for a sign constructed locally in New Zealand. 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.

At this point, we are about ready to go live with the crowdfunding effort to raise the other half of the funds. This is still a big ask for the community. The city has committed \$8,750, which will be matched by the program. The rest will be made up of individual and business contributions on the crowdfunding platform. Again, the state will match 50-50 within limits.

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.

✓ **BROWN ROAD LAND SALE OPTION** *(No Change of Status)*

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 to 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. We have insurance, and they are likely conducting fieldwork.

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

I did affirm that the Michigan EGLE does require residential cross connections. I sent this requirement to the council via email on October 24th. Let me know if you did not see this. We also conducted a background check on the Hydrocorp inspector, which came back good. The previous report follows.

As previously noted, we have postponed imminent shut-offs and the related hearings before the city council. I have concerns that there are not enough inspection slots for all outstanding inspections to sign up, making the process impossible to complete for all users. We are going to consider the matter in the coming months to come up with a long term strategy that is predictable, fair, and productive as it relates to getting compliance with the residential cross connection inspections. The previous report follows.

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 8th 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.

✓ **HERITAGE STREET LIGHTS** *(No Change of Status)*

It appears that black fiberglass poles with a standard 'traditional' light head can be installed for \$100 each. Consumers believes that there is already conduit in the ground. With that said, this should be a relatively simple update to the street lighting contract. The previous report follows.

The north area of Heritage Village never had any street lights installed by the developer. The front of Heritage has decorative posts. As more homes are built in this area (Heritage Blvd, north of Concord Dr), the residents have expressed a desire for street lights. The homeowners association has been liaising with us about the style of such lights.

Decorative lights come at a high cost (usually \$2,000), while standard lights can be installed for about \$100 each. While the city can strategically install some decorative lights in neighborhoods, such as those in the Winchester Village reconstruction area, the city has not been able to supply decorative lights as the standard.

With that said, the HOA is requesting black fiberglass posts with cobra head LEDs. This appears to be a very reasonable approach. Since streetlighting is an expectation for the community, and the streets are public, I have put a request in for Consumers Energy to plan for and install those. Service will be underground. More details will follow. Prior to installation, the city council will receive an amendment request for our street lighting contract.

✓ **TRAIL PAYMENT (Update)**

We still have not received payment from Flint Township for their share of the trail. The agreement was to share the construction cost and MDOT revenues proportionately to the amount of work performed in each jurisdiction. I was notified on January 11th that they have \$100,000 of the ~\$129,000 invoice budgeted. They expect to get the additional funds from a redirection of unspent ARPA dollars. I will keep the council informed.

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

✓ **MONTHLY REPORTS (Update)**

There are no additional reports for this meeting!

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

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

There will not be a January meeting. I still have a number of interested parties that have concept or site plans in the works for downtown and the Meijer area. The next regular meeting is scheduled for February 6, 2024, and will be the commission's annual meeting.

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

The next regular meeting is scheduled for February 8, 2024.

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

The ZBA has not met since their 2023 annual meeting. There are no pending variances, appeals, or interpretations. However, training has been offered to members to take online. So far, only one has taken up the offer.

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

The park board is conducting an ongoing fundraiser by selling donated vinyl graphics of Swartz Creek Dragons, for which all proceeds can support future forestry and natural beautification.

The next regular meeting is scheduled for February 20, 2024.

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

The Board of Review convened on December 12th at 3:30. They had three petitions, two for tax recapping and one for a 5076 exemption (small taxpayer personal property exemption). All were approved.

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

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

ELECTION DATES FOR 2024:

Presidential Primary Election: February 27, 2024

Primary Election: August 6, 2024

General Election: November 5, 2024

Ballots are available in the office and should be mailed by the time you read this.

Election Inspector Training will be held for all inspectors and staff on Saturday, January 27, 2024 at 10:00am in the City Council Chambers at 8083 Civic Dr. Anyone interested in becoming an election inspector, staff and council are all invited to participate. Please contact Renee if you are interested.

✓ **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.
- ❑ The Last phase of USDA project in the village is moving forward with a February start date. Tree removal will be the first phase.
- ❑ So far this winter DPS has responded to 5 snow/ice events. MLK weekend the event was continuous through Friday, Saturday and Sunday requiring 3 different responses. Everyone did a great job and the equipment performed great. DPS has been in contact with the Women's Club to get the flowers planned for the spring/summer.

✓ **TREASURER UPDATE (Update)**

Utility bills have been received and payments for these bills and winter tax bills have been coming into the office. Calendar year end processes are being worked on including issuance of 1099's and W2's. 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)**

As of writing, we are 10 days into our 60-day campaign for the Cosmos in the Creek campaign and are making good progress. We are at \$10,625 with 50 days left. So far Venus has been claimed by Jeepers Creekers, and I have other individuals interested in sponsoring Jupiter and Neptune. I have many asks into various organizations and groups that I should be hearing back on soon. Please let me know if you, your family, or an organization you belong to would be interested in donating. This is a great opportunity for School PTOs, volunteer organizations, Boy Scout and Girl Scout Troops to get their names

on a community project on the trail! I also have flyers available if you'd like to help me get the word out. Donations can be made online through the campaign page: www.patronicity.com/creek or by cash or check at city hall.

With the new year I created my own digital newsletter for Economic Development Updates that I will be sending out monthly. Please let me know if you'd like a copy.

Unfortunately, right after I sent it out, the MEDC sent news to local RRC communities that the Match on Main program is "paused". We are unsure if this will result in a different program or none at all. I will mention it here when there is more information available.

I am working on updating the objectives table for the Economic Development Strategy and a public outreach report as well to help us stay up to date with RRC expectations.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

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

There are still two vacancies that need to be filled. One is for park board, a seat vacated by Mr. Brandon Greiner. There was also a resignation by Mr. Thomas Currier of the Planning Commission. As of writing, there are not any recommendations.

✓ **PLANTE MORAN PROFESSIONAL SERVICES** *(Update)*

The city's auditor is starting a Local Governmental Finance Education Program. I am quite pleased with this. With a new Treasurer and other staff adjustments, we have set some funds aside for ongoing and intensive educational programming. In addition, we have been anticipating a degree of supplemental professional services until all new staff are fully acclimated to their roles.

With that said, Plante Moran has sent a professional service agreement to enroll us in their educational program, as well as to provide any additional financial services that are not in conflict with their auditing role. Note that this agreement and related services are entirely separate from their audit. The base cost for the educational program is \$3,000. The other services will be as needed at the stated rates (we expect to approach any such services frugally).

I am including their flyer and the agreement. You should find the mentoring, webinars and live training to be very robust and directly related to governmental accounting, budgeting, and related roles. Note that their office is only a few miles away near Bristol and Linden Roads.

I am including a resolution to approve the professional service agreement.

✓ **EXPANDED USE PARK RESERVATION & WAIVER REQUEST** *(Business Item)*

The Art in the Park event is being planned for Elms Park this summer on August 17th. The Kiwanis Club, in partnership with the Swartz Creek Area Art Guild and Swartz Creek Women's Club, have held this event at the park for many years. I believe this will be the 15th installment of the event overall. The activities, needs, and setup remain the same as previous years.

Briefly described, the event is an outdoor art fair that is held on a single Saturday in August. There is a setup area for tents immediately west of the main pavilion, a food vendor area east of the tennis courts, and parking on the soccer fields. Setup begins the preceding Friday. About 2,000 attendees are expected.

The dates to hold this event (August 16-17) have been tentatively reserved. It is now appropriate to consider this application under the following applicable conditions:

EXPANDED PARK USE AND RESERVATIONS. Swartz Creek-based organizations (defined as non-profit organizations or institutions with a principle office or auxiliary presence within the Swartz Creek school district) may be permitted the use of designated areas of city parks, including control during hours the parks are closed to the public, subject to the following conditions:

- 1) *Use must be pre-approved by the city council.*
- 2) *The organizations' use of the park area shall not violate any local or state law nor unreasonably interfere with the use and enjoyment of adjacent park areas by others.*
- 3) *The organizations shall hold the city harmless from liability for incidents arising out of the organizations' use of the park area and shall provide evidence of insurance coverage.*
- 4) *The city reserves the right to direct where organizations' structures are installed and activities conducted to minimize damage to park property and facilities and to limit interference with the use of adjacent areas of the park.*
- 5) *Fees shall equal the cost of all pavilion rentals for the park in use on a daily basis. Additional fees may be charged for services requested of the city and negotiated in advance, including use of barricades, additional utilities, porta-johns, etc.*
- 6) *In no case will use result in a charge for or prohibition on general access to the park by the public, by vehicle or other means.*

Based upon the proposed event and past experiences with this event, I do not see any issues or areas of non-compliance with issuing the reservation.

Related to the reservation, the group is requesting a fee waiver. This is completely up to the city council based upon the following:

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. Monies must be paid at the time of reservation. Cancellations must be made two (2) weeks or more prior to event date and all cancellations are subject to a \$20 fee.

A resolution to permit the reservation and waiver has been included, written in the affirmative. Note that Kiwanis is applying in conjunction with two other local non-profits, the Women's Club and the Art Guild. Mr. Doug Ford has written a detailed narrative and provided other information about these groups, the event, and the benefits that the event/proceeds bring to the city.

✓ **POVERTY EXEMPTION GUIDELINES UPDATE (Update)**

The Audit of Minimum Assessing Requirements (AMAR) review has specific requirements for best practice as it relates to numerous policies, procedures, forms, and practices. The city has adopted and updated many of our assessing policies in recent years to remain compliant.

As of January 19, 2021, the state altered their guidance related to the granting of poverty exemptions. The city updated and adopted new poverty exemption guidelines to align with the changes. Presently, the city is required to update the specific set income levels used to determine qualification on an annual basis, with the last update in February of 2023. Staff has updated the table within the policy that accomplishes this. This is the only proposed change in the policy. I have drafted a resolution that will affect the requested changes.

In addition, there is a standing provision to waive interest and penalties affiliated with untimely submission of a Property Transfer Affidavit. Our assessor finds this too punitive for new homeowners in the event that their closing does not include the form. It is also difficult to administer, track, and recover when weighed with the potential income. This provision aligns with our current practice.

✓ **WATER LEGISLATION (Update)**

I am including HB 5089 as proposed. This was previously referred to as the social welfare act. I previously included the legislation and a memo written by the Genesee County Drain Commission, Water and Waste Services Division. See the November 23, 2023 packet for details. This set of proposed legislation aims to keep water flowing to households that cannot afford it through additional fees that are distributed based on income, as well as numerous restrictions to shut offs and enforcement action.

The legislation, though noble in its intention, is not practical or appropriate as written in my opinion. I emphasize that the program, at its core, will add expenses to our utility and our customers directly. It will make the utility responsible for discounting and forgiving bills and will make shut offs virtually impossible. It comes close to decriminalizing illegal water turn on as well.

Summarily, the State of Michigan wants residents to get free or discounted water, leaving local utilities virtually no recourse to enforce or disincentivize nonpayment. However, they do not want to pay for this using their taxation powers. They are mandating that we collect the funds and create the systems to track and operationalize this plan.

The county and many other utilities are taking a stand against this. Burton City has taken the lead, and I recommend the city council consider doing the same with a resolution to oppose this change. I realize that this action is political, so I have no objection to removing this from the agenda and/or having individual council members act as they see fit. However, I do believe that this legislation, as written, will produce additional costs for most users, increase the administrative burden, and deteriorate the consequence driven system of maintaining current accounts. A resolution is included for consideration.

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.

Emergency Garage Demolition: A garage was severely damaged in an explosion over the Christmas break at 5403 Seymour Road. The explosion and related activity are under investigation. In the meantime, the structure was immediately declared unsafe. As such, our DPW employed a contract to act in haste to bring the remaining structure to the ground. The cost for this was \$850, and we are attempting to recover this from the homeowner, their insurance company, or as a tax assessment through our cost recovery ordinance. Ongoing code enforcement is occurring re remedy the remaining issues.

**City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday, January 22, 2024, 7:00 P.M.**

Motion No. 240122-4A **MINUTES – JANUARY 8, 2024**

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, January 8, 2024, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 240122-5A **AGENDA APPROVAL – JANUARY 22, 2024**

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Agenda as presented / printed / amended for the Regular Council Meeting of January 22, 2024, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 240122-6A **CITY MANAGER’S REPORT**

Motion by Councilmember: _____

I Move the Swartz Creek City Council accept the City Manager’s Report of January 22, 2024 including reports and communications, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 240122-8A **RESOLUTION TO APPROVE AN AMENDED POVERTY EXEMPTION POLICY AS PART OF THE MICHIGAN STATE TAX COMMISSION AUDIT OF MINIMUM ASSESSING REQUIREMENTS**

Motion by Councilmember: _____

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

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

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

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

NOW, THEREFORE BE IT RESOLVED that the City of Swartz Creek adopts the City of Swartz Creek Requirements of Poverty Exemption, as included in the January 22, 2024, city council packet, including the updated set income levels for exemption.

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

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 240122-8B

RESOLUTION TO APPROVE AN EXPANDED USE RESERVATION AND PARK FEE/DEPOSIT WAIVER FOR USE OF ELMS PARK FOR A NON-PROFIT ART EVENT

Motion by Councilmember: _____

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

WHEREAS, the Swartz Creek Kiwanis Club, in conjunction with the Swartz Creek Area Art Guild and Women’s Club is proposing an expanded park use reservation for Elms Park August 16-17, 2024 for the purpose of holding a public art fair; and

WHEREAS, all three groups are recognized non-profits operating in Swartz Creek that meet 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 Swartz Creek Kiwanis Club, partnered with the Swartz Creek Area Art Guild and Women’s Club, 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 Swartz Creek Kiwanis Club and waives all fees for the August 16-17, 2024 reservation in Elms Park.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 240122-8C

RESOLUTION TO APPROVE A PROFESSIONAL SERVICE AGREEMENT WITH PLANTE MORAN FOR EDUCATIONAL PROGRAMMING AND GENERAL FINANCIAL SERVICES

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek performs many routine financial services related to bookkeeping, budgeting, reporting, investing, audit preparation, and analysis, as well as specialized financial functions related to grants, bonding, and federal compliance, and

WHEREAS, the City replaced the treasurer, the accounts payable position, and another full time administrative position within the last six months, and

WHEREAS, the provision of current and rigorous training by a qualified party is essential to maximizing the ability of staff to correctly and efficiently provide financial services, and

WHEREAS, the provision of additional third party financial services has been anticipated, budgeted, and sought to supplied the administrative service on a temporary basis, and

WHEREAS, Plante Moran as a long-standing and positive relationship with city staff and the city finances.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek City Council approves the professional service agreement with Plante Moran, dated January 10, 2024 and included in the city council packet, said agreement to cost an estimated to be \$3,000 as outlined in the proposal.

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

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 240122-8D

RESOLUTION TO OPPOSE PROPOSED LEGISLATION REGARDING WATER STATE MANDATED USER FEES, TURN OFF RESTRICTIONS, REPORTING, BILL SUBSIDY, AND BILL FORGIVENESS

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek is a wholesale customer of the Genesee County Drain Commission, Water and Waste Services Division, and

WHEREAS, the City is the retail provider of water to over 2,000 residential, commercial, and industrial accounts, and

WHEREAS, the City maintains a solvent water fund, with a robust capital improvement program, that is kept current in part through a rigorous system of disincentives and potential turn-offs for non-payment, and

WHEREAS, the City Council has reviewed proposal legislation, HB 5089, and finds that the legislation would add addition fees directly to users, add extensive administrative burdens and costs to the administration of the utility, encourage water use without payment, and distribute wealth within and outside of the community using user fees, and

WHEREAS, the City Council finds that a statewide system to create water affordability would be better served by a state-operated agency that is supported by existing or new state taxes.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek City Council hereby opposes fees and administrative burdens proposed under HB 5089 or any similar legislation that places an unnecessary, undue burden upon the city’s utility customers and the city itself.

BE IT FURTHER RESOLVED, that the City Council oppose these bills to such a degree that we request Representative Martus, Representative BeGole, and Senator Cherry to present this resolution and stand before each vote of this type of fee and restrictions and present it verbally.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 240122-11A

ADJOURN

Motion by Councilmember: _____

I Move the Swartz Creek City Council adjourn the regular council meeting of January 22, 2024.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE REGULAR COUNCIL MEETING
DATE JANUARY 8, 2024**

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

Invocation and Pledge of Allegiance.

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

Councilmembers Absent: None.

Staff Present: City Manager Adam Zettel, Clerk Renee Kraft.

Others Present: Fire Chief Plumb, Metro PD Chief Bade, Marianne McLanahan, Jentery B. Farmer, Daneen Fick, Stephanie and Emma Skinner, Cheryl Boshaw, Michelle Groesser, Kathy Knickerbocker, Robin Ramberg.

Others Virtually Attended: Lania Rocha

APPROVAL OF MINUTES

Resolution No. 240108-01

(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 December 18, 2023, to be circulated and placed on file.

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

APPROVAL OF AGENDA

Resolution No. 240108-02

(Carried)

Motion by Councilmember Henry
Second by Councilmember Gilbert

I Move the Swartz Creek City Council approve the Agenda as printed for the Regular Council Meeting of January 8, 2024, to be circulated and placed on file.

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

CITY MANAGER'S REPORT

Resolution No. 240108-03

(Carried)

Motion by Councilmember Cramer
Second by Councilmember Henry

I Move the Swartz Creek City Council accept the City Manager's Report of January 8, 2024, including reports and communications to be circulated and placed on file.

Discussion Ensued.

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

MEETING OPENED TO THE PUBLIC:

None.

COUNCIL BUSINESS:

OTTERBURN CHECK PRESENTATION

The family of Jentery Farmer was in attendance and indicated that Jenetery wished for half of his assets be donated to Otterburn Park. A check in the amount of \$6,446 was donated from Bee More Jentery Foundation to Otterburn Park.

SCAFD EMS UPDATE PRESENTATION

Chief Plumb stated there were 946 medical calls in 2023. He discussed the details of the costs and assists.

RESOLUTION TO APPROVE NEW WAGES FOR ELECTION WORKERS AND TO AFFIRM APPOINTMENT AUTHORITY OF THE ABSENT VOTER COUNTING BOARD TO THE CITY CLERK.

Resolution No. 240108-04

(Carried)

Motion by Mayor Pro Tem Hicks
Second by Councilmember Cramer

WHEREAS, the City of Swartz Creek conducts all elections for electors of the city, be such elections local, state, or federal; and,

WHEREAS, the State of Michigan has promulgated many new requirements and processes under which said elections are to be conducted, including early voting; and,

WHEREAS, the City Clerk conducted a wage review to ensure the city's election workers could be employed and retained competitively, finding that the city's wages were well below state and regional averages; and,

WHEREAS, the City of Swartz Creek Election Commission met on December 15, 2023 and recommended increases to Election Day Election Inspectors to \$225, Election Day Co-Chairperson Inspectors to \$230, Election Day Chairperson Inspectors to \$250, Early Voting Election Inspectors to be paid \$135, Early Voting Co-Chairperson Inspectors to be paid \$144 and Early Voting Chairperson Inspectors to be paid \$156; and,

WHEREAS, Michigan Election Law provides that the Local Election Commission has given the responsibility to the Clerk to determine whether Absent Voter Ballots will be processed in the Precinct or if an Absent Voter Counting Board(s) will be established prior to each election; and

WHEREAS, an Absent Voter Counting Board will consist of not less than three Election Inspectors and at least one inspector from each major political party.

NOW, THEREFORE BE IT RESOLVED, the Swartz Creek City Council hereby authorizes increases to Election Day Election Inspectors to \$225/day, Election Day Co-Chairperson Inspectors to \$230/day, and Election Day Chairperson Inspectors to \$250/day.

BE IT FURTHER RESOLVED, the Swartz Creek City Council hereby authorizes Early Voting Election Inspectors to be paid \$135/day, Early Voting Co-Chairperson Inspectors to be paid \$144/day, and Early Voting Chairperson Inspectors to be paid \$156/day.

NOW THEREFORE, BE IT RESOLVED, the Swartz Creek City Council affirms that appointments to the Absent Voter Counting Board shall be made by the City Clerk in the same manner as all other Election Day Precinct assignments.

Discussion ensued.

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

RESOLUTION TO APPROVE PROFESSIONAL ENGINEERING SERVICES FOR CONSTRUCTION ENGINEERING RELATED TO THE WINCHESTER VILLAGE STREET RECONSTRUCTION PROJECT.

Resolution No. 240108-05

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Cramer

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

WHEREAS, the city awarded a contract to DiPonio Contracting to replace water main and reconstruct streets in the Winchester Village subdivision as part of a USDA funded project; and

WHEREAS, the city's primary engineer, OHM Advisors, shall be conducting construction observation and engineering services for the USDA eligible components of the project; and

WHEREAS, OHM Advisors has submitted a proposal to perform construction observation and engineering services for the road reconstruction related components of the project; and

WHEREAS, OHM has been the city's primary pre-qualified federal engineering contract service provider on road projects, including the preceding USDA and road reconstruction projects in Winchester Village.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek approves the construction engineering professional services agreement for Winchester Village, dated December 7, 2023.

BE IT FURTHER RESOLVED, that the City Council directs the Mayor to execute said agreements on behalf of the city and for the city treasurer to appropriate such costs to the Local Street Fund.

Discussion Ensued.

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

RESOLUTION TO APPROVE AN AGREEMENT FOR USE OF SWARTZ CREEK COMMUNITY CHURCH (FORMERLY KNOWN AS THE UNITED METHODIST CHURCH) AS A POLLING LOCATION FOR MUNICIPAL ELECTIONS.

Resolution No. 240108-06

(Carried)

Motion by Councilmember Knickerbocker
Second by Councilmember Henry

WHEREAS, the City of Swartz Creek is responsible for conducting special and regular elections for local, state, and federal matters, including school and county matters, and;

WHEREAS, a single, central polling location is required and must provide a safe and accessible venue with sufficient space for various polling stations, check-in, parking, restrooms, and kitchen facilities, and;

WHEREAS, the City has been in agreement with and using the Swartz Creek Community Church (formerly known as United Methodist Church) on Miller Road and finds this facility to meet or exceed all comparable venues.

NOW, THEREFORE, BE IT RESOLVED that the City of Swartz Creek City Council enter into a five year agreement with the Swartz Creek Community Church (formerly known as United Methodist Church), 7400 Miller Road, a copy of which is attached hereto, the agreement to allow for the rental of certain rooms within the facility for the purpose of conducting City sanctioned elections, and further, direct the Mayor and City Clerk to execute the agreement on behalf of the City.

Discussion Ensued.

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

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

Resolution No. 240108-07

(Carried)

Motion by Councilmember Spillane
Second by Councilmember Henry

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

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

WHEREAS, the Governmental Accounting Standards Board (GASB) has set standards and released Statements 67, 68, 74, & 75, among others, which require actuarial valuations on said OPEB expenses on an ongoing basis, and

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

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

WHEREAS, CBIZ Insurance & Benefits Inc., is familiar with the city's labor contracts, existing retiree benefits, and the obligations to the Metro Police Authority of Genesee County.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek City Council approves the completion of the Letter of Engagement dated November 3, 2023 for such professional services, with total base costs for the engagement estimated to be \$14,585 as outlined in the proposal.

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

Discussion Ensued.

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

RESOLUTION TO APPROVE THE CITY CDBG ALLOCATION.

Resolution No. 240108-08

(Carried)

Motion by Councilmember Henry
Second by Councilmember Knickerbocker

WHEREAS, the City of Swartz Creek receives an allocation of Community Development Block Grant Funds from Genesee County on a three year cycle, with the next allocation expected to be \$35,189; and

WHEREAS, applications are now being accepted for service projects and construction projects; and,

WHEREAS, projects must meet specific criteria as noted on the pre-application forms, including expenditure in low/moderate income areas, or serving a low/moderate income population while accomplishing a national objective; and,

WHEREAS, the funds for services can equal up to 15% of the three year allocation for approved and eligible purposes; and,

WHEREAS, the city council held a public hearing on November 27, 2023 to hear public comment related to the use of such funds,

NOW, THEREFORE, BE IT RESOLVED THAT the Swartz Creek City Council dedicate 15% of the three year Community Development Block Grant Distribution, an amount estimated to be \$5,278.35, to support services, including labor, at the Swartz Creek Area Senior Center, Inc., a recognized non-profit senior citizens center located at 8095 Civic Drive, Swartz Creek, MI 48473.

BE IT FURTHER RESOLVED THAT the Swartz Creek City Council dedicate 85% of the three year Community Development Block Grant Distribution, an amount estimated to be \$29,910.65, to support the improvement of decorative street lighting in downtown residential areas.

BE IT FURTHER RESOLVED THAT the Swartz Creek City Council approves the applications for funding as detailed on Genesee County Planning Commission applications and included in the January 8, 2024 city council packet.

Discussion Ensued.

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

MEETING OPENED TO THE PUBLIC:

Marrienne McLanahan: Discussed the speed limit and speeders. She asked, again, for a Police Officer to sit at Ingalls and McLain. Mayor Krueger responded that a new traffic enforcement officer was just hired.

REMARKS BY COUNCILMEMBERS:

Mayor Pro Tem Hicks: Asked for clarification on election inspector wage increase. Discussed the crosswalk/island at Miller and Paul Fortino. Suggested a new light be put in.

Councilmember Cramer: Discussed Miller and Elms roundabout. Suggested an investment in I-69 overpass because it needs work. Thanked the city Clerk for her work.

Councilmember Henry: Welcomed everyone back.

Councilmember Gilbert: Wished everyone a Happy New Year.

Councilmember Knickerbocker: Bee More Jentery Foundation is planning another fundraiser and they want to exceed the amount raised in 2023. Stated it has been a privilege to be a part of the organization.

Councilmember Spillane: Discussed improvements needed on Morrish Road. Stated the street lighting is pathetic and needs improvement. Mentioned that Frontier service is not

the greatest; his phone and internet work, but not as supposed to. Mentioned that residents have questioned why the city office is still closed on Fridays. City Manager explained that we are open more hours on other days and workers are still in the office on Fridays and are able to get work done without interruptions.

Mayor Krueger: Wished everyone a Happy New Year. He asked for a show of hands to who is re-running for City Council. Krueger, Knickerbocker and Gilbert all raised their hands. Councilmember Cramer stated he will not be seeking re-election.

ADJOURNMENT

Resolution No. 240108-08

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Henry

I Move the Swartz Creek City Council adjourn the regular meeting at 9:00 p.m.

Unanimous Voice Vote.

David A. Krueger, Mayor

Renee Kraft, CMC, MiPMC, City Clerk

Phone: (810) 635-4464

Fax: (810) 635-2887

City of Swartz Creek Proof of Pavilion Reservation

Non-Reservable: Playscapes, Restrooms, Play Equipment, Tennis Courts, Volleyball Courts and Basketball Courts. Ball fields may be requested during the week by submitting a schedule to the City Offices, including dates, times, field location and group requesting the reservation; all of which will be reviewed and scheduled administratively.

All monies, including a \$200 refundable security deposit, must be paid at time of reservation. Only Cash payments will be accepted for a rental date of five (5) days or less. Any cancellations must be made two (2) weeks prior to event date.
All cancellations are subject to a \$20.00 Cancellation Fee. ABSOLUTELY NO REFUNDS DUE TO WEATHER.

Park Fees Apply on Fridays, Saturdays, Sundays and Holidays. Fees Charged May through October.

Elms Park- 4125 Elms Rd

Abrams Park- 5225 Winshall Dr.

- #1 \$80.00 (\$205.00 non-resident)
60 People Maximum Electricity
- #2 \$100.00 (245.00 non-resident)
75 People Maximum Electricity
- #3 \$50.00 (\$145.00 non-resident)
25 People Maximum
- #4 \$80.00 (\$205.00 non-resident)
60 People Maximum Electricity
- Ball Field
- Soccer Field

- #1 \$50.00 (\$145.00 non-resident)
50 People Maximum
- #2 \$50.00 (\$145.00 non-resident)
60 People Maximum
- #3 \$40.00 (\$125.00 non-resident)
35 People Maximum
- Ball Field

We request the entire park. A request for a fee waiver will be submitted later. This waiver has always been granted in the past.

Date of Reservation August 16-17, 2024

Name of Responsible Party Kiwanis Club of Swartz Creek
 Address 5023 Holland Phone: 810-282-7641
 City Swartz Creek Zip 48473
 Number of Guests 2000 Nature of Activity Annual ART Fair
 Responsible Party Signature Douglas Ford
 E-Mail Address douglas@fordtech.co

Deposits can be expected to be returned within 30 days of reservation date.

CASH

CHECK#



Receipt #

Area restrooms are attended to during the early morning hours in the summertime. Due to high park volume and vandalism, you are strongly encouraged to bring your own paper products and soap or sanitizer for restroom use.

IF THERE ARE PROBLEMS AT THE PARK CONTACT 911.

City Official _____ **Date** _____



To: Swartz Creek City Council
From: Douglas Ford, Swartz Creek Kiwanis Club
Re: 2024 Art in the Park art fair at Elms Park

Please consider this request to waive the park fee, and the security fee, for the total use of Elms Park on Friday, August 16, and Saturday, August 17, 2024.

HISTORY: We held the art fair at the park in 2009 thru 2023. The public responded well to those events with over 2000 people attending each year. In 2013 and 2014 we tried moving indoors to the Cage Field House, which did not draw well. We returned to Elms Park in 2015. Our last show was in 2023. 2024 will be our 15th show.

We are partnering with the Swartz Creek Area Art Guild and the Women's Club. Generally speaking Kiwanis will provide 15 years of experience in conducting an art fair; the Art Guild, their 10th year with us, will be responsible for recruiting artists; the Women's Club will provide artist refreshments and conduct a blind auction. This is a fundraiser for all three groups, and we anticipate a total net profit in excess of \$8,000, which will all go back into the community. The Chamber of Commerce is also a loyal sponsor and helper. The City has provided tremendous support in preparing the park for the event.

BENEFIT TO SWARTZ CREEK: In the past the art fair has brought a sense in pride in the community in that it has created positive awareness of Swartz Creek from outside communities. It has also brought in funds to the community that is used to benefit the community rather than a commercial entity. Some of those funds went directly into supporting Elms Park.

KIWANIS: The Kiwanis Club of Swartz Creek has been serving the youth of the Swartz Creek area since 1955. For example, we have provided over \$100,000 worth of college scholarships in that time. Their total budget has been in excess of \$500,000, all of which has gone back into the community. They were instrumental in building Elms Park and the main pavilion. In 2009 they made structural repairs and installed a new roof on the main pavilion. They also provided funds and volunteer labor in the construction of the playscape, and in 2011 they refurbished it.

ART GUILD: Established in 2010, the Art Guild is dedicated to promoting interest in the visual arts through education and development of artistic activities in S.C. and surrounding areas. They partner with VSA of Michigan and Elmer Knoph Learning Center to provide art experiences and educational instruction for disabled youth and adults. They also sponsor an annual Student Exhibit at the Gallery for the S.C. High School Art Dept.

WOMEN'S CLUB: This group contributes many hours to Swartz Creek by planting and maintaining the flower pots in town and the entrance garden to the city buildings during the growing season. They have made financial contributions to the police and fire departments for the police dog, Cops in the Park, etc. They were also involved, physically and financially, in the repairs to the park pavilion in the downtown park, and the Veterans Memorial statues.

Your approval of this waiver would be greatly appreciated by these groups who are selflessly working hard to improve Swartz Creek, one dollar at a time.

Following is some comments we received from artists and patrons, as well as two images that represent how we intend to use the park.

Questions can be addressed to Doug Stephens, dstephens@hsaa.com, Cell: 810 282 7641
Website: www.swartzcreekkiwanis.org/art

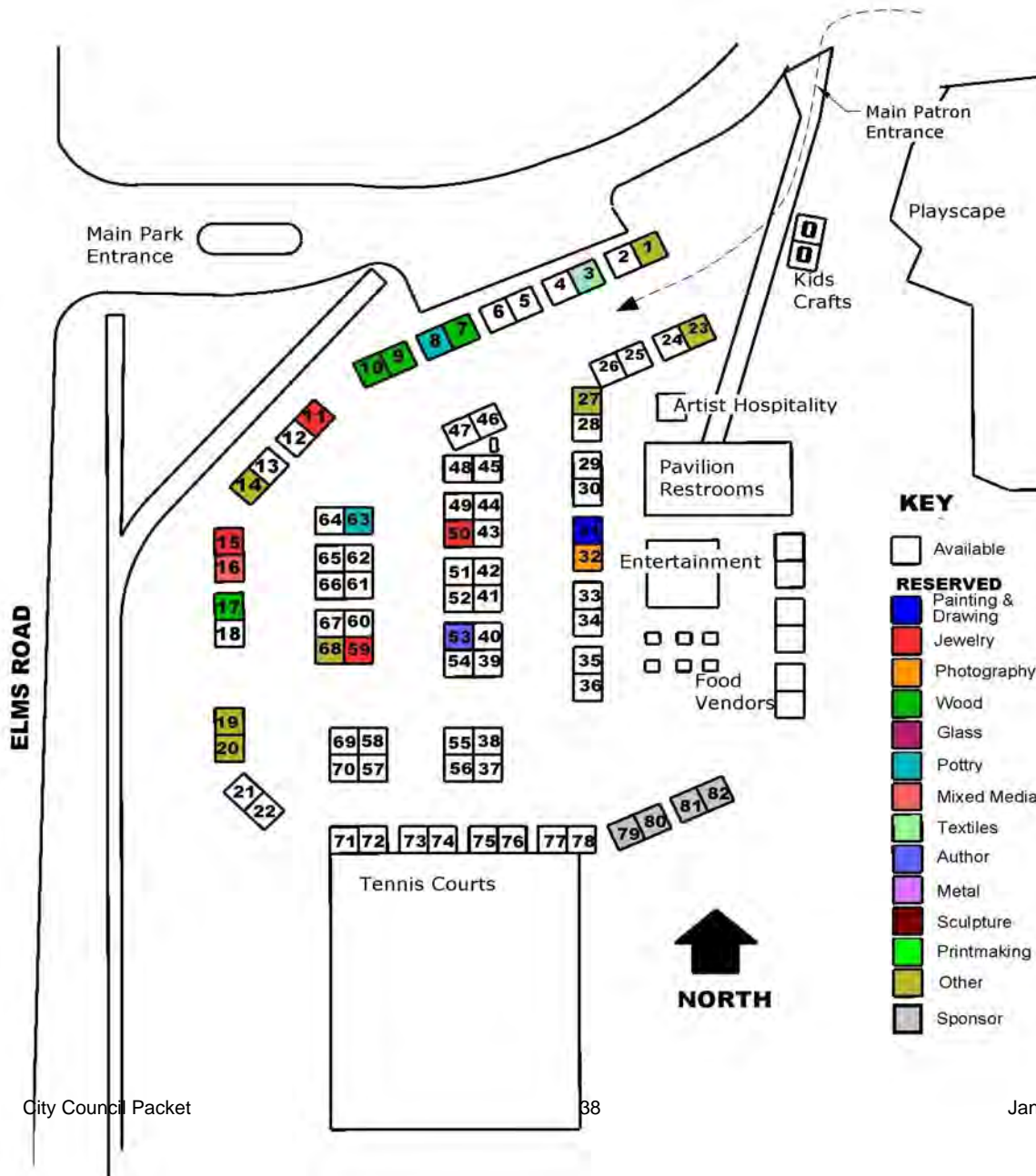
it was. Weather was perfect (I know you worked hard on that) and the lay-out and amenities were some of the finest (and we've been to The Suburban Collection-Great Lakes Art Fair among other Art shows) and was so pleasantly surprised how great an event you put on! Everyone was so helpful and we loved the free water and healthy snacks (loved the fruit cups!). We had a great day of sales and we look forward to returning in 2018. Thanks for the personal invite and see you in 2018! We will spread the word to others as well!"
 Janet & Larry Allen

"Love this annual event! Great place to bring the family. Nice variety of fine arts. I always leave with a Christmas gift for someone, and always regret not buying more for myself!" - Lina Russell

"Great art & craft show. Entertainment was excellent! Talent was diverse & fun. Food was delicious, and the event was organized & well attended. Every year it gets bigger & better." - Bonnie Krupp O'Neal

Swartz Creek Art in the Park is America at its best !!! We live in one of the greatest cities in the world !!!
 Richard Kerry Thompson

"The Kiwanis Art in the Park is the best Art show i have ever been to". - Pat Kenke





CITY OF SWARTZ CREEK
(An Equal Opportunity Employer)
REQUIREMENTS FOR POVERTY EXEMPTION

In order to be eligible for the poverty exemption, the claimant must do and meet all of the following requirements on an annual basis:

REQUIREMENTS

1. The applicant must own and occupy as a homestead the property for which the exemption is requested. The applicant must also produce a valid driver's license or other form of identification showing place of residence.
2. The applicant must file form 5737, Application for MCL 211.7u Poverty Exemption and form 5739, Affirmation of Ownership and Occupancy to Remain Exempt by Reason of Poverty, with the board of review as provided by the Swartz Creek City Assessor's Office. It must be received between January 1 of each year and the day prior to the last scheduled meeting day of the Board of Review for that year. **Note:** The filing of this claim constitutes an appearance before the Board of Review for the purpose of preserving the right to appeal to the Michigan Tax Tribunal.
3. Applicant must provide federal and state income tax returns for all persons residing in the homestead including any property tax credit returns. These income tax returns may be those filed in the current year or in the immediately preceding year. Any additional information regarding the poverty application must be in writing and attached to the petition form (**Note:** If an applicant is not required to file a federal or state income tax return then they must show proof of income and file the attached affidavit (Form 4988) for all persons residing in the residence who were not required to file federal or state tax returns for the current or preceding tax year.
4. Meet the asset level test, which is established to be: The claimant's and household's total assets, excluding the principal residence, do not exceed Ten Thousand dollars (\$10,000). Applicants must provide a list of all assets when applying for the poverty exemption. Assets include, but are not limited to:

A second home, land, vehicles • Recreational vehicles such as campers, motor-homes, boats and ATV's • Buildings other than the residence • Jewelry, antiques, artworks • Equipment, other personal property of value • Bank accounts (over a specified amount), stocks •

Money received from the sale of property, such as, stocks, bonds, a house or car (unless a person is in the specific business of selling such property) • Withdrawals of bank deposits and borrowed money • Gifts, loans, lump-sum inheritances, and one-time insurance payments Page 3 • Food or housing received in lieu of wages and the value of food and fuel produced and consumed on farms • Federal non-cash benefits programs such as Medicare, Medicaid, food stamps and school lunches.

5. The applicant must produce a deed, land contract or other evidence of ownership of the property for which an exemption is requested to support the information provided on the Poverty Petition.
6. An applicant must meet the federal poverty guidelines for the total household income as published in the prior calendar year in the Federal Register by the United States Department of Health and Human Services under its authority to revise the poverty line under 42 USC 9902, as attached. Income includes, but is not limited to:

Money, wages, salaries before deductions, regular contributions from persons not living in the residence • Net receipts from non-farm or farm self-employment (receipts from a person's own business, professional enterprise, or partnership, after business expense deductions) • Regular payments from social security, railroad retirement, unemployment, worker's compensation, veteran's payments, public assistance, supplemental security income (SSI) • Alimony, child support, military family allotments • Private and governmental retirement and disability pensions, regular insurance, annuity payments • College or university scholarships, grants, fellowships, assistantships • Dividends, interest, and net income from rentals, royalties, estates, trusts, gambling or lottery winnings

IMPORTANT NOTE: PA390 of 1994 states that the poverty exemption guidelines established by the governing body of the local assessing unit SHALL also include an asset level test.

7. The Poverty Exemption applicant must provide additional relevant documentation requested by the Assessor or Board of Review in order to fully investigate an application.

GUIDELINES FOR GRANTING POVERTY EXEMPTIONS:

The Board of Review can deny or grant a full exemption equal to a 100% reduction in taxable value or a partial exemption equal to a 25%, 50% or 75% reduction in taxable value.

Poverty Exemptions must be processed annually. Under no circumstances will a poverty exemption be extended for a subsequent year without renewal of the poverty petition.

APPEAL OF POVERTY EXEMPTIONS TO THE MICHIGAN TAX TRIBUNAL:




A property owner may appeal the March Board of Review’s decision on a poverty exemption to the Michigan Tax Tribunal. This appeal must be made by June 30. A property owner may appeal the July Board of Review’s decision or December Board of Review’s decision to the Michigan Tax Tribunal within 35 days from the date of the decision. The assessor may also appeal a Board of Review’s decision on a poverty exemption to the Michigan Tax Tribunal.

Federal Poverty Guidelines Used in the Determination of Poverty Exemptions for 2024

Size of Family Unit	Poverty Guidelines
1	\$14,580
2	\$19,720
3	\$24,860
4	\$30,000
5	\$35,140
6	\$40,280
7	\$45,420
8	\$50,560
For each additional person	\$5,140



Additional Details on the Local Government Finance Education Program

 WEBINARS	 LIVE TRAINING SESSIONS	 MENTORING*
<p>The webinars are designed to cover specific topics that will help you gain deeper knowledge of local government accounting from your office.</p> <p>Each webinar will be moderated to provide an opportunity for questions and engagement with other program participants.</p>	<p>Each live in-person training session provides 3 hours of training in a Teams or classroom environment.</p> <p>Courses are offered every other month, and the topics discussed will be relevant to upcoming deadlines.</p> <p>The small class size will allow participants to ask questions and participate in live discussions, as well as network with other government finance professionals.</p>	<p>Take the skills learned from the webinars and live training sessions and implement them at your organization with one-on-one mentoring sessions.</p> <p>The mentoring program allows you the time to work directly with a PMGAP consultant to determine next steps based on your specific needs.</p> <p>You set the plan of how best your consultant can help you.</p>
<ul style="list-style-type: none"> • Budget best practices • Legislative updates and Public Acts • BS&A utilization • Year-end close • How to prepare year-end State reports • Audit preparation 	<ul style="list-style-type: none"> • Overview of basic governmental accounting principles • Understanding your financial statements • GASB updates • Modified and full accrual accounting • Audit preparation • Property tax process 	<ul style="list-style-type: none"> • Report preparation training • Allows for specific questions on your accounting processes • Preparation & development of budget work aides • Assist with organizing the data & schedules needed for annual audit

* Mentoring time available at hourly rates

TRAINING CALENDAR AT A GLANCE			
<p>January</p> <p>Webinar: 3 hours Mentoring optional</p>	<p>February</p> <p>Live training: 3 hours Mentoring optional</p>	<p>March</p> <p>Mentoring optional</p>	<p>April</p> <p>Webinar: 3 hours Mentoring optional</p>
<p>May</p> <p>Live training: 3 hours Mentoring Optional</p>	<p>June</p> <p>Mentoring Optional</p>	<p>July</p> <p>Live training: 3 hours Mentoring optional</p>	<p>August</p> <p>Webinar: 3 hours Mentoring optional</p>
<p>September</p> <p>Mentoring optional</p>	<p>October</p> <p>Live training: 3 hours Mentoring optional</p>	<p>November</p> <p>Webinar: 3 hours Mentoring optional</p>	<p>December</p> <p>Mentoring optional</p>



PMGAP University

Local Government Finance Education Program

With the local governmental finance environment constantly changing and more executives moving into the finance director or similar role, it's critical that individuals and institutions alike have support during this significant transition period. Our program is designed to provide guidance, resources, and mentoring to new government finance professionals to help ensure long-term success.

What topics will be addressed?

Attendees can expect to receive training on many topics, including:

- Basic government accounting principles
- Budgeting best practices
- Annual financial reporting
- Modified/full accrual accounting (GAAP)
- Year-end close & audit preparation
- Legislative topics
- Key GASB standards
- Single audit & grants

Who will benefit?

Because of our long history serving governmental units of all shapes and sizes, we recognize the complexity and nuances of working in local government finance. Governmental accounting can be complicated as it can be significantly different from accounting work in the private sector. Even experienced private sector accountants can struggle making the transition to the public sector. This educational program is designed for both new and experienced finance professionals recently entering the public sector.

How is the program structured?

This program will teach fundamental concepts for those in a government finance role, including technical accounting, project management, and industry knowledge, in both webinar and live training session formats. In addition, we know there are areas of assistance that may be unique to you and your organization — this program includes optional one-on-one mentoring with an accounting consultant hand-picked for you at hourly rates.

PMGAP U local government finance education service offerings

	WEBINARS	TRAINING SESSIONS	MENTORING
What's included	Webinars from the convenience of your desk	In-person training via Teams or held in a Plante Moran office	One-on-one coaching with a PMGAP consultant
Time	3 hours	3 hours	TBD*
Frequency	Quarterly	Quarterly	Set by client
Months offered	Jan., April, Aug., Nov.	Feb., May, July, Oct.	All months

* Mentoring time available at hourly rates

Meet your professors

Our instructors are highly skilled government accounting professionals with backgrounds ranging from CPA to former government finance directors. On average, our team members have almost 20 years of government experience and are dedicated to providing the service and client satisfaction that is the cornerstone of Plante Moran.



Plante & Moran, PLLC
P.O. Box 307
3000 Town Center, Suite 100
Southfield, MI 48075
Tel: 248.352.2500
Fax: 248.352.0018
plantemoran.com

January 10, 2024

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

Dear Mr. Zettel:

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

As Plante Moran is the City's auditor, the Plante Moran Government Accounting Professionals ("PMGAP") service team has some limitations on what they are allowed to do under the independence standards of our profession; however, we can provide support to your accounting team provided we do not make any management decisions and that someone at the City of Swartz Creek is willing and capable to oversee and take responsibility for our work.

Scope of Services

Government Finance and Accounting Education - We will provide the following services as part of the PMGAP University - Local Government Finance Education Program from January 1, 2024 through December 31, 2024. The program includes the following elements:

- **Webinars & Training Sessions** – the program will offer a total of 8 sessions with an average length of 3 hours. The sessions will be webinars and/or live group training sessions. Topics will include:
 - Budget development, monitoring, and amending
 - The Property Tax process
 - BS&A Software utilization and reporting
 - Audit Preparation
 - GASB pronouncement(s) implementation
 - Annual state reporting requirements
 - Other topics specific to Michigan local government finance and accounting

Live sessions will be held at a Plante Moran office and will include food and refreshments. Please note that lodging is not included in the fee and the participants will be responsible for booking their own accommodations. Webinars and virtual sessions will be broadcast using Microsoft Teams. The City's representative participating in the program is Amy Nichols.

Mr. Adam Zettel
City of Swartz Creek

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January 10, 2024

(OPTIONAL) Additional Assistance and Consulting

Additional accounting assistance and consulting will be available at the Client's request. This consulting may include additional teaching and coaching or hands-on accounting and reporting support in areas such as:

- Bank reconciliations
- Audit preparation
- Budget development and amendments
- Utility rate setting
- Long-term forecasting
- Other accounting related tasks

Additional assistance and consulting will be billed at hourly rates listed below and are in addition to the fee for the education program. If service will be requested by the City of Swartz Creek in addition to the educational program, we will confirm with you in writing before incurring any time or costs.

It should be noted that at no time during this engagement will we be responsible for making investment decisions, signing checks, making bank transfers, initiating ACH or wire transfers, or handling cash in any way. We also will not process payroll for the client.

Fees and Payment Terms for PMGAP University

The fee for PMGAP University, subject to the terms and conditions of the accompanying Professional Services Agreement, is **\$3,000 for the year.** Fees and Payment Terms for Optional Additional Assistance

If Client requests additional assistance over and above the PMGAP University education program, the fee for service will be based on the actual time that staff expend and will be billed at the following discounted hourly rates:

Accounting Consultant	\$160
Senior Accounting Consultant	\$180
Manager	\$260
Partner/Principal	\$380

The majority of our work will be performed by either a Consultant or Senior Consultant. We strive to be as efficient as possible and delegate work to the most cost-effective member of our team.

The rates listed above will increase by CPI inflation on January 1, 2025 and annually thereafter should you continue to utilize this service. We reserve the right to make additional changes to our hourly rates given prevailing market conditions; however, you will be notified before incurring time at the new adjusted rate.

Any other projects or consulting services in addition to the ones noted above may be requested by Client management. Fees for those additional services will be negotiated and included in a separate engagement letter.

Mr. Adam Zettel
City of Swartz Creek

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January 10, 2024

As you probably realize, our primary cost is salaries that are paid currently. Accordingly, our invoices, which will be rendered as services are provided are due when received. In the event an invoice is not paid timely, a late charge in the amount of 1.25 percent per month will be added, beginning 30 days after the date of the invoice.

For your convenience, payments can be made via domestic wire or ACH to the following account:

Domestic Wire

Bank of America
100 West 33rd Street
New York, NY 10001
Account No. 9890996003
Routing/ABA No. 026009593
Account Name: Plante & Moran, PLLC
Account Address: 3000 Town Center
Suite 100
Southfield, MI 48075

ACH

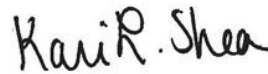
Bank of America
1401 Elm Street 2nd Floor
Dallas TX 75202
Account No. 9890996003
Routing/ABA No. 071000039
Account Name: Plante & Moran, PLLC
Account Address 3000 Town Center
Suite 100
Southfield, MI 48075

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

Thank you for the opportunity to serve you.

Very truly yours,

Plante & Moran, PLLC



Kari L. Shea, CPA
Partner

Agreed and Accepted

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

City of Swartz Creek

Adam Zettel, City Manager

Date

Professional Services Agreement – Temporary Finance Assistance Addendum to Plante & Moran, PLLC Engagement Letter

This Professional Services Agreement is part of the engagement letter (collectively, "Agreement") for our temporary finance assistance services dated January 10, 2024 between Plante & Moran, PLLC (referred to herein as "PM") and City of Swartz Creek (referred to herein as "Client"). Any work performed in connection with the engagement before the date of this letter will also be governed by the terms and conditions of this Agreement.

1. **Management Responsibilities** – The temporary finance services PM will provide are advisory in nature. While providing these services, PM will have no authority or responsibility for any management decisions or management functions. Further, Client acknowledges that Client is solely responsible for all such management decisions and management functions. Client will also be responsible for evaluating the adequacy and results of the services PM will provide and accepting responsibility for the results of those services. Client has designated Adam Zettel to oversee the services PM will provide.

Client is responsible for the design, implementation, and maintenance of internal controls, including monitoring ongoing activities in connection with our engagement.

PM accepts no responsibility as a responsible party for the payment of taxes of any nature, including, but not limited to income, withholding, sales, excess of other taxes assessed at the Federal, State or local levels that may be owed or otherwise arise.

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

In performing services under this agreement, PM will not provide any advice with respect to municipal financial products or the issuance of municipal securities, nor will it act as a municipal advisor as defined by 15 U.S.C. § 78o-4. To the extent Client requires services from a municipal advisor in connection with this engagement, Client represents that it will engage and rely on the advice of an independent registered municipal advisor. Client affirms its understanding that PM is not a registered municipal advisor and that it therefore is not subject to the fiduciary duties imposed on such advisors under federal law.

2. **Review and Supervision** – Client understands and acknowledges that all PM staff assigned to this project are working solely at Client's direction and agree that all work performed will be subject to the same supervision, review, and approval practices that Client undertakes with its own staff. It is understood that, in accordance with the terms of this Agreement, the work of PM staff assigned to this project will not be reviewed by any other person at PM. Client is solely responsible for supervision, review and approval of the work performed, including review and approval of any journal entries prepared by PM staff prior to posting.
3. **Nature and Limitations of Services** – PM's project activities will be based on information and records provided by Client. PM will rely on such underlying information and records and PM's project activities will not include audit or verification of the information and records provided to PM in connection with PM's project activities.

The project activities PM will perform will not constitute an examination or audit of any Client financial statements or any other items, including Client's internal controls. If Client requires financial statements or other financial information for third-party use, or if Client requires tax preparation or consulting services, a separate engagement letter will be required. Accordingly, Client agrees not to associate or make reference to PM in connection with any financial statements or other financial information of Client. In addition, PM's engagement is not designed and cannot be relied upon to disclose errors, fraud or illegal acts that may exist. However, PM will inform Client of any such matters that come to PM's attention.

4. **Project Deliverables** – At the conclusion of PM's project activities and periodically as the project progresses, PM will review the results of the project work with Client and provide Client with any observations related to PM's services that PM believes warrant Client's attention. PM also will provide Client with copies of analyses, tax filings, or other materials that PM may develop in the course of this engagement upon Client's request. PM will not issue a written report as a result of this engagement and Client agrees that the nature and extent of the work product that PM will provide, as outlined in this Agreement, are sufficient for Client's purposes.

Professional Services Agreement – Temporary Finance Assistance

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

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

Because the work performed under this Agreement is subject solely to Client’s review and supervision, we do not expect that we will need to retain detailed workpapers supporting our work. Workpapers and documentation created will become part of Client’s accounting records. If, however, we conclude to retain copies of such workpapers or documentation, such workpapers retained in the course of this engagement are and shall remain the property of PM. PM will maintain the confidentiality of all such workpapers as long as they remain in PM’s possession.

Both Client and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in which PM is not a party. Disclosure of confidential information in accordance with requirements of regulatory authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this Agreement. In the event that a request for any confidential information or workpapers covered by this Agreement is made by regulatory authorities or pursuant to a court order or subpoena, PM agrees to inform Client in a timely manner of such request and to cooperate with Client should Client attempt, at Client’s cost, to limit such access. This provision will survive the termination of this Agreement. PM’s efforts in complying with such requests will be deemed billable to Client as a separate engagement. PM shall be entitled to compensation for its time and reasonable reimbursement of its expenses (including legal fees) in complying with the request.

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

6. **Consent to Disclosures to Service Providers** – In some circumstances, PM may use third-party service providers in connection with its services, including affiliates of PM within or outside the United States. In those circumstances, PM will be solely responsible for the provision of any services by any such third-party service providers and for the protection of any information provided to such third-party service providers. PM will require any such third-party service provider to: (i) maintain the confidentiality of any information furnished and (ii) not use any information for any purpose unrelated to PM’s services. Client, by its duly authorized signature on the accompanying engagement letter, consents to PM’s disclosure of all or any portion of Client’s information, including tax return information, to such third-party service providers, including affiliates of PM outside of the United States, if and to the extent such information is relevant to the services such third-party service providers may provide and agrees that PM’s disclosure of such information for such purposes shall not constitute a breach of the provisions of this Agreement. Client’s foregoing consent shall be continuing until the services provided for this Agreement are completed.
7. **Fee Quotes** – In any circumstance where PM has provided estimated fees, fixed fees, or not-to-exceed fees (“Fee Quotes”), these Fee Quotes are based on responsibilities under the scope of services. PM’s services frequently depend upon the availability and cooperation of those Client personnel relevant to PM’s project activities and providing needed information to PM in a timely and orderly manner. In the event that undisclosed or unforeseeable facts regarding these matters causes the actual work required for this engagement to vary from PM’s estimates, the estimated fees will be adjusted for the additional time PM incurs as a result.

In any circumstance where PM’s work is rescheduled due to Client’s failure to provide information or assistance necessary for the engagement, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadline related to the completion of the work. Because rescheduling work imposes additional costs on PM, in any circumstance where PM has provided estimated fees, those estimated fees may be adjusted for additional time PM incurs as a result of rescheduling its work.

Professional Services Agreement – Temporary Finance Assistance

PM will use best efforts to advise Client in the event any circumstances occur which would require PM's work to be rescheduled. However, it is acknowledged that the exact impact on the Fee Quotes may not be determinable until the conclusion of the engagement. Such fee adjustments will be determined in accordance with the Fee Adjustments provision of this Agreement.

8. **Payment Terms** – PM invoices for professional services are due upon receipt unless otherwise specified in this engagement letter. In the event any of PM's invoices are not paid in accordance with the terms of this Agreement, PM may elect, at PM's sole discretion, to suspend work until PM receives payment in full for all amounts due or terminate this engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of PM's services upon resumption of PM's work, whether imposed by agreement or by law. Client agrees that in the event that work is suspended, for non-payment or other reasons, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.
9. **Fee Adjustments** – Any fee adjustments for reasons described in this Agreement will be determined based on the actual time expended by PM staff at PM's current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and included as an adjustment to PM's invoices related to this engagement. Client acknowledges and agrees that payment for all such fee adjustments will be made in accordance with the payment terms provided in this Agreement.
10. **Conditions of PM Visit to Client Facilities** – Client agrees that some or all of PM's services may be provided remotely. In order to facilitate the provision of services remotely, Client agrees to provide documentation and other information reasonably required by PM for PM's performance of the engaged services electronically to the extent possible throughout the course of the engagement. In the event in-person visits to Client's facility(ies) are requested by Client or otherwise determined by PM to be necessary for the performance of the engaged services, Client agrees, upon PM's request, to provide to PM Client's policies and procedures that Client has implemented relating to workplace safety and the prevention of the transmission of disease at its facility(ies). In addition, Client affirms that it is in compliance with applicable Centers for Disease Control and Prevention and OSHA guidance pertaining to the prevention of the transmission of disease (collectively, "Applicable Preventative Guidance") and agrees that it shall continue to comply with Applicable Preventative Guidance throughout any in-person visits by PM to Client's facility(ies). Notwithstanding the foregoing, PM reserves the right to suspend or refrain from any in-person visit by PM to Client's facility(ies) or impose further conditions on any such in-person visit if and as PM deems necessary. Client agrees and acknowledges that any determination by PM to visit Client's facility(ies) is not and shall not be construed to be or relied on by Client as a determination by PM of Client's compliance with Applicable Preventative Guidance.
11. **Exclusion of Certain Damages** – Except to the extent finally determined to have resulted from PM's gross negligence or willful misconduct, Client agrees to limit the liability of PM or any of PM's officers, directors, partners, members, managers, employees, affiliated, parent or subsidiary entities, and approved third party service providers (collectively, "PM Persons") for any and all claims, losses, costs, and damages of any nature whatsoever so that the total aggregate liability of PM and/or the PM Persons to Client shall not exceed the total fees paid by Client to PM for the services provided in connection with this Agreement. Client and PM agree that these limitations on PM's maximum liability are reasonable in view of, among other things, the scope of the services PM is to provide, Client's responsibility for the management functions associated with PM's consulting services, and the fees PM is to receive under this engagement. In no event shall PM be liable to Client, whether a claim be in tort, contract, or otherwise, for any consequential, indirect, lost profit, punitive, exemplary, or other special damages. PM and Client agree that these limitations apply to any and all liabilities or causes of action against PM, however alleged or arising, unless to the extent otherwise prohibited by law. This provision shall survive the termination of this engagement.

In the event this Agreement expressly identifies multiple phases of services, the total aggregate liability of PM to Client shall be limited to no more than the total amount of fees paid by Client for the particular phase of services alleged to have given rise to any such liability.

12. **Receipt of Legal Process** – In the event PM is required to respond to a subpoena, court order, or other legal process (in a matter involving Client but not PM) for the production of documents and/or testimony relative to information PM obtained and/or prepared during the course of this engagement, Client agrees to compensate PM for the affected PM staff's time at such staff's current hourly rates, and to reimburse PM for all of PM's out-of-pocket costs incurred associated with PM's response unless otherwise reimbursed by a third party.
13. **Termination of Engagement** – This engagement may be terminated by either party upon written notice. Upon notification of termination of this engagement, PM will cease providing services under the engagement. Client shall compensate PM for all time expended and reimburse PM for all out-of-pocket expenditures incurred by PM through the date of termination of this engagement.

Professional Services Agreement – Temporary Finance Assistance

14. **Time Limits** – Except for actions to enforce payment of PM's invoices and without limiting any claims for indemnification hereunder, any claim or cause of action arising under or otherwise relating to this engagement must be filed within two years from the completion of the engagement without regard to any statutory provision to the contrary.
15. **Entire Agreement** – This Agreement is contractual in nature and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this Agreement supersede any prior oral or written representations or commitments by or between the parties regarding the subject matter hereof. Any material changes or additions to the terms set forth in this Agreement will only become effective if evidenced by a written amendment to this Agreement, signed by all of the parties.
16. **Severability** – If any provision of this Agreement (in whole or part) is held to be invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
17. **Defense, Indemnification, and Hold Harmless** – As a condition of PM's willingness to perform the services provided for in the engagement letter, Client agrees to defend, indemnify and hold PM and the PM Persons harmless against any claims by third parties for losses, claims, damages, or liabilities, to which PM or the PM Persons may become subject in connection with or related to the services performed in the engagement, unless a court having jurisdiction shall have determined in a final judgment that such loss, claim, damage, or liability resulted primarily from the negligence, willful misconduct or gross negligence of PM, or one of the PM Persons. This defense, indemnity and hold harmless obligation includes the obligation to reimburse PM and/or the PM Persons for any legal or other expenses incurred by PM or the PM Persons, as incurred, in connection with investigating or defending any such losses, claims, damages, or liabilities
18. **Conflicts of Interest** – PM's engagement acceptance procedures include a check as to whether any conflicts of interest exist that would prevent acceptance of this engagement. No such conflicts have been identified. Client understands and acknowledges that PM may be engaged to provide professional services, now or in the future, unrelated to this engagement to parties whose interests may not be consistent with interests of Client.
19. **Force Majeure** – Neither party shall be deemed to be in breach of this Agreement as a result of any delays or nonperformance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, acts of God, war, other violence, epidemic, pandemic or other public health emergency or government mandated shut down (each individually a "Force Majeure Event"). A Force Majeure Event shall not excuse any payment obligation relating to fees or costs incurred prior to any such Force Majeure Event.
20. **Electronic Signatures** – The parties intend that any electronic signature shall be given full legal effect as if it were a handwritten signature.
21. **Governing Law** – This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, and jurisdiction over any action to enforce this Agreement, or any dispute arising from or relating to this Agreement shall reside exclusively within the State of Michigan.

End of Professional Services Agreement –Temporary Finance Assistance Services

Certificate Of Completion

Envelope Id: 6A582437FDFA4806BDD58B7E44B4989B	Status: Delivered
Subject: Sent on behalf of Kari Shea - Complete with DocuSign: PMGAP University EL - City of Swartz Creek.pdf	
Source Envelope:	
Document Pages: 7	Signatures: 0
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Victoria Zielinski
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	3000 Town Center
	Suite 100
	SOUTHFIELD, MI 48075-1102
	Victoria.Zielinski@plantemoran.com
	IP Address: 136.226.108.252

Record Tracking

Status: Original	Holder: Victoria Zielinski	Location: DocuSign
1/10/2024 2:37:27 PM	Victoria.Zielinski@plantemoran.com	

Signer Events

Signature	Timestamp
Adam Zettel	Sent: 1/10/2024 2:39:24 PM
azettel@cityofswartzcreek.org	Viewed: 1/10/2024 2:41:56 PM
City Manager	
Security Level: Email, Account Authentication (None)	
Electronic Record and Signature Disclosure:	
Accepted: 1/10/2024 2:41:56 PM	
ID: be56bf0a-a1b5-44a7-8b86-1adc32838d27	

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/10/2024 2:39:24 PM
Certified Delivered	Security Checked	1/10/2024 2:41:56 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Plante & Moran, PLLC (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Plante & Moran, PLLC:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to:

To advise Plante & Moran, PLLC of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Plante & Moran, PLLC

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Plante & Moran, PLLC

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Plante & Moran, PLLC as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Plante & Moran, PLLC during the course of my relationship with you.

HOUSE BILL NO. 5089

October 04, 2023, Introduced by Reps. McKinney, Aiyash, Wilson, Edwards, Hope, Hood, Paiz, Wegela, Dievendorf, Rheingans, McFall and Young and referred to the Committee on Natural Resources, Environment, Tourism and Outdoor Recreation.

A bill to amend 1939 PA 280, entitled
"The social welfare act,"
(MCL 400.1 to 400.119b) by adding section 14t.

THE PEOPLE OF THE STATE OF MICHIGAN ENACT:

1 Sec. 14t. (1) The low-income water residential affordability
2 program fund is created within the state treasury.

3 (2) The state treasurer may receive money or other assets from
4 any source for deposit into the fund. The state treasurer shall
5 direct the investment of the fund. The state treasurer must credit

1 to the fund interest and earnings from fund investments.

2 (3) Money in the fund at the close of the fiscal year shall
3 remain in the fund and shall not lapse to the general fund.

4 (4) The department of treasury is responsible for collecting
5 and auditing related funds.

6 (5) The department shall expend money from the fund, upon
7 appropriation, only for 1 or more of the following purposes:

8 (a) 3% of the fund to the department for administrative costs
9 of the low-income water residential affordability program.

10 (b) The remaining balance of the fund to providers for the
11 following:

12 (i) The actual administrative costs associated with the
13 implementation of the low-income water residential affordability
14 program, not to exceed 15 percent.

15 (ii) Payment or advancement to providers for income-based bill
16 discounts, income-based bill caps, or income-based rates.

17 (iii) Arrearage payments.

18 (iv) Water loss mitigation programs administered by third party
19 organizations such as home plumbing audits and minor plumbing
20 repairs.

21 (6) Subject to subsection (5)(b), benefits shall be provided
22 to eligible customers for a low-income water residential
23 affordability program offered by the department or the provider in
24 accordance with sections 14n through 14u. Not less than 80% of the
25 funding received by a provider shall be spent as described in
26 subsection (5)(b)(ii) unless otherwise approved by the department.

27 (7) The department shall disburse funding from the low-income
28 water residential affordability program fund to providers on a
29 frequency of not less than quarterly for the items listed in

1 subsection (5)(b).

2 (8) Subject to the limitations imposed in this section, the
3 low-income water residential affordability funding factor shall be
4 a fee of \$2.00 per month per retail water meter, or the equivalent
5 based on the provider's billing cycle.

6 (9) After 3 years, the department of treasury may adjust the
7 funding factor annually based on recommendations from the task
8 force.

9 (10) The funding factor shall not exceed \$3.00 or result in
10 total collections that are 10% greater than the total amount
11 collected in the previous year, whichever is less.

12 (11) Any adjustment to the funding factor shall be determined
13 by the department of treasury no later than October 1 and takes
14 effect on January 1 of the succeeding year.

15 (12) The affordability funding factor shall be considered as
16 part of the total bill for the purposes of considering water
17 affordability based on household income caps in low-income water
18 residential affordability programs outlined in sections 14n through
19 14s.

20 (13) Providers shall include the low-income water residential
21 affordability funding factor on all retail water bills. Providers
22 may list the low-income water residential affordability funding
23 factor as a separate line item on residential customer bills or
24 incorporate the funding factor into their retail water rates.
25 Payment for services collected by providers shall first be applied
26 to satisfy this subsection and shall be remitted to the state
27 treasurer for deposit in the fund on a regular cycle that matches
28 the remitting providers' billing cycle but not later than 30 days
29 after the last day of the billing cycle.

1 (14) After the first full year of collection, by April 1, the
2 provider shall be required to annually provide to the low-income
3 water residential affordability program task force the following
4 information regarding the low-income water residential
5 affordability funding factor:

6 (a) The number of retail water meters for which a bill was
7 sent subject to the low-income water residential affordability
8 funding factor on June 30 and December 31 of the previous calendar
9 year.

10 (b) The total amount of money collected by the provider from
11 the low-income water residential affordability funding factor.

12 (c) The total amount of money not collected by the provider
13 from the low-income water residential affordability funding factor.

14 (d) The total amount of money remitted by the provider to the
15 state treasurer from the low-income water residential affordability
16 funding factor.

17 (e) The total amount of administrative costs associated with
18 administering or implementing the low-income water residential
19 affordability program.

20 (15) By July 1 of each year, the task force shall annually
21 provide a report to the legislature and post that report on the
22 department's website. The report shall include the following:

23 (a) The information collected under subsection (9).

24 (b) The total amount of money remitted to each provider.

25 (c) Any recommended adjustments to the low-income water
26 residential affordability program or fund.

27 (d) The total amount of administrative costs associated with
28 administering or implementing the low-income water residential
29 affordability program.

1 (16) This section does not give the Michigan public service
2 commission the power to regulate a public water utility.

3 (17) The attorney general may enforce this section against a
4 provider that fails to include the low-income water residential
5 affordability funding factor on all retail water bills or remit the
6 money collected from the affordability funding factor by filing a
7 civil action in the circuit court in the county where the provider
8 does business. Subject to this subsection, a provider is not
9 subject to liability for the affordability funding factor fees
10 included on retail water bills but not collected through the
11 provider's normal business practices.

12 (18) The department of treasury shall create a mechanism
13 through which a retail water customer or philanthropic entity can
14 donate funds into the affordability program fund. Any entity that
15 contributes more than \$5,000.00 shall receive a "water
16 affordability champion" designation.

17 (19) As used in this section:

18 (a) "Department" means the department of health and human
19 services.

20 (b) "Fund" means the low-income water affordability fund
21 created in subsection (1).

22 (c) "Low-income water residential affordability funding
23 factor" or "affordability funding factor" means a mandatory fee on
24 each retail water meter payable by every customer receiving water
25 or sewerage service from a provider.

26 (d) "Provider" means any public or private water system that
27 provides retail water service in this state.

28 (e) "Task force" means the task force created in section 14q.
29 Enacting section 1. This amendatory act does not take effect

1 unless all of the following bills of the 102nd Legislature are
2 enacted into law:

3 (a) Senate Bill No.____ or House Bill No. 5090 (request no.
4 01851'23).

5 (b) Senate Bill No.____ or House Bill No. 5088 (request no.
6 01852'23).