

**City of Swartz Creek  
AGENDA**

**Regular Council Meeting, Monday, February 12, 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. 32
- 5. **APPROVE AGENDA:**
  - 5A. Proposed / Amended Agenda MOTION Pg. 1
- 6. **REPORTS & COMMUNICATIONS:**
  - 6A. City Manager's Report MOTION Pg. 8
  - 6B. Staff Reports & Meeting Minutes Pg. 39
  - 6C. Hydrocorp Cross Connection Proposals Pg. 66
  - 6D. Baker Tilly Investment and Arbitrage Reporting Services Pg. 88
  - 6E. MS4 Services Proposal Pg. 123
  - 6F. Winchester Woods Bids & Construction Engineering Proposal Pg. 126
  - 6G. Liquor License Request & Application (Blank) Pg. 133
  - 6H. Annual Planning Commission Report Pg. 135
  - 6I. Senior Center ARPA Notice and 2009 Plans Pg. 148
  - 6J. Holland Square Concept and Estimate Pg. 152
- 7. **MEETING OPENED TO THE PUBLIC:**
  - 7A. General Public Comments
- 8. **COUNCIL BUSINESS:**
  - 8A. Hydrocorp Cross Connection Services Proposal RESO Pg. 26
  - 8B. Baker Tilly Professional Services Agreement RESO Pg. 27
  - 8C. DLZ Professional Services for MS4 Permitting & FOG Program RESO Pg. 28
  - 8D. Liquor License Application Review RESO Pg. 29
  - 8E. Winchester Woods Contract and Construction Engineering Approval RESO Pg. 29
- 9. **MEETING OPENED TO THE PUBLIC:**
- 10. **REMARKS BY COUNCILMEMBERS:**
- 11. **ADJOURNMENT:** MOTION Pg. 30

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

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 21, 2024, 6:00 p.m., PDBMB
City Council:	Monday, February 26, 2024, 7:00 p.m., PDBMB
Metro Police Board:	Wednesday, February 28, 2024, 11:00 a.m., Metro HQ
Planning Commission:	Tuesday, March 5, 2024, 7:00 p.m., PDBMB
City Council:	Monday, March 11, 2024, 7:00 p.m., PDBMB
Downtown Development Authority:	Thursday, March 14, 2024, 6:00 p.m., PDBMB

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

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

## **City of Swartz Creek Values**

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

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

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

### ***Fiscal Responsibility***

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

### ***Public Service***

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

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

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

### ***Expect Excellence***

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

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

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

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

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

**CITY OF SWARTZ CREEK  
VIRTUAL REGULAR CITY COUNCIL MEETING ACCESS INSTRUCTIONS  
MONDAY, FEBRUARY 12, 2024, 7:00 P.M.**

The regular meeting of the City of Swartz Creek city council is scheduled for **February 12, 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](https://join.zoom.us) on any browser and entering the Meeting ID provided below.

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

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

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



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

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

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

**Renee Kraft is inviting you to a scheduled Zoom meeting.**

**Topic: Swartz Creek City Council Meeting**

**Time: February 12, 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](mailto: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, February 12, 2024 - 7:00 P.M.**

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

**FROM: Adam Zettel, City Manager**

**DATE: February 7, 2024**

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## **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** (*Business Items*)  
*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 at \$873,445.99 which is slightly below the engineers estimate. The bid, by T.G. Priehs, LLC, has been analyzed and is recommended for approval. The construction engineering proposal from OHM is in the packet. Their estimate is just under 15% of construction value (\$128,503). I have resolutions for this and the related construction engineering in the packet.

Street reconstruction for Winchester Village is moving forward, 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 are performing public education by sending direct mailers and electronic communications to owners impacted by the project.

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%.

We did not received any funding from the Michigan Infrastructure Office for the Miller and Elms intersection. Please see the January 8, 2024 report for details.

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 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)*

GIS work has started for the sewer system, and this is not expected to take long. We hope that within 60 days, we will have a good working record of sewer inspections and improvements over the last 20+ years. With that information, we expect to completely renew a 20 year asset management plan for sewer, including 2024-2025 work.

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.

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

Work is underway! 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 (Update)**

The county has started work on the service relocation on Dye. They will be using their pre-qualified contractor, Waldorf, to perform the work. This project should not take more than two weeks at most. The cost to perform the work is estimated to be \$17,740. We have budgeted for this. After they complete this portion, we will cut and cap the main south of the rail.

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 (Update)**

All equipment is installed and operational. Both collectors are working and are collecting about 95% of accounts. Some accounts are non-existent, so we know that we have some cleaning to do in the system. Once we update the transponder list and replace outdated transponders in the field, we hope to be at 98% or so.

We expect to use this for the bulk of our April billing.

✓ **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 out. Let me know what you think!

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

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

1. The **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, and we have a recommendation to proceed. 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. **(Update)** The **southwest corner of Elms & Miller** is seeing some increased activity. We met with the owner and an architect on some preliminary plans. I expect to have a site plan in 90 days.
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. 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.** The laundromat on the west end is open. Permits for the interior build out of Quiznos are also in.
10. **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 Planning Commission and DDA considered this on February 6, with generally positive feedback. A slight redesign has been ordered for review at future DDA and PC meetings.

✓ **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 soliciting 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 sidewalk 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** (*No Change of Status*)

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 (Update)**

We have had another complaint from a resident on Ingalls Street. We have followed this up with discussion at the January Metro meeting. With the provision of the sign, the hiring of the traffic officer, and the presence of traffic officers in that vicinity, I am not sure that there is more that the police department can reasonably do.

We are still planning to provide traffic calming devices in this location, as well as others. As noted, Mary Crapo is likely to be used as a sport facility for the school. Formal renderings indicated that the north side of Ingalls Street will be altered to accommodate additional parking. At this point, there is not a plan to physically alter the street, but markings are proposed to mark dedicated parallel parking on the north side, with a double yellow divider to denote two-way traffic for the south two-thirds of the road. This should help. We are also seeking additional plantings of trees on the north side. Street trees are known to calm traffic.

In other news, the Metro PD has filled 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 and will end on March 8th. We are about \$7,500 short of the goal as of writing. 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** *(Update)*

We have concluded the last three year cycle of inspections on commercial and residential properties. I have new agreements to continue these inspections for another twenty-four months. As predicted, the cost has dropped by about half due to the intensive effort to get as many residential users inspected as possible in the last cycle. I am covering this in more detail in a separate section below. The previous report follows.

I did affirm that the Michigan EGLE does require residential cross connections. I sent this requirement to the council via email on October 24<sup>th</sup>. Let me know if you did not see this.

We also conducted a background check on the Hydrocorp inspector, which came back good.

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 8<sup>th</sup> to comply. If they do not, they can appear at the December 11, 2023 city council meeting to appeal the decision to terminate service. After that point and depending upon the outcome of any deliberation at the December 11 meeting, the city will be compelled to terminate water service.

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

✓ **HERITAGE STREET LIGHTS (Update)**

It appears that black fiberglass poles with a standard 'traditional' light head can be installed for \$100 each, plus expenses. We have a plan for eight additional lights from Consumers Energy. I am getting the opinion of the Heritage Village homeowners association on the plan. If this is sufficient, I expect to have this on the agenda for February 26<sup>th</sup>. The total cost to purchase and install is just over \$2,600.

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 11<sup>th</sup> that they have \$100,000 of the ~\$129,000 invoice budgeted. The county indicated that an ARPA reallocation was approved the week of January 29<sup>th</sup>. I expect something soon. I will keep the council informed.

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

✓ **MONTHLY REPORTS** *(Update)*

There are no additional reports for this meeting!

✓ **ANNUAL PLANNING COMMISSION REPORT** *(Update)*

Please see the attached report. The planning commission reviewed and approved this at their meeting on the 6<sup>th</sup>. There are some new sections this year. As part of the Redevelopment Ready Communities program, we have some new obligations related to tracking public outreach and reporting on economic development updates. Samantha Fountain has integrated these new sections and should be at our meeting to discuss them. In addition, we have our standard sections on attendance, projects, training, and future outlook. Take a look!

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

✓ **PLANNING COMMISSION** *(Update)*

The commission met on February 6 to consider the annual report as noted above. They approved the report and held annual office selections. They retained Mr. Wyatt as Chair, Mr. Henry as Vice-Chair, and Ms. Binder as Secretary.

They also reviewed a concept for Holland Square. The Holland Square project is something that the DDA has been taking the lead on. The idea is to better activate the space so that it has a greater ability to drive recreation, culture, and hospitality for that area. Doing so will add intrinsic value to the community in the form of enjoyable events. It will also help the local businesses prosper.

With the understanding that parking and gathering are still key functions to the site, the design was going to compliment those by adding some more functional vendor spaces and multi-purpose space that is conducive to an array of different events, gatherings, or entertainment functions. The structure will provide a degree of shelter, visibility, sound, lighting, and electricity.

Funding is expected to be through the Michigan Economic Development Corporation's crowdfunding campaign. This is what the community is using to fund Cosmos in the Creek. Essentially, we expect to budget about \$120,000 to complete the project. The state will then match up to \$60,000 of community donations. This can include city general fund and DDA contributions to a degree.

Anyway, take a look at the concept. Explore the square. This is the area that is currently used for summer Maker's Markets, Christmas tree lighting, and similar events.



The next regular meeting is scheduled for **March 5**, 2024, and will be the commission's annual meeting.

✓ **DOWNTOWN DEVELOPMENT AUTHORITY (Update)**

The DDA was invited to participate in the planning commission meeting of February 6. The turnout was good, with attendance by a ZBA member as well. They contributed to deliberations on the Holland Square project concept. Again, feedback was mostly positive, with an understanding that the effort is on the right track.

The next regular meeting is scheduled for March 14, 2024. They are expected to meet to consider a sponsorship for the Fine Arts Council and Holland Square. There may be preliminary budget estimates at that time as well.

✓ **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 (No Change of Status)**

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

Early voting for this coming election begins February 17, 2024 and ends February 25, 2024. The equipment was received from the State this week and testing is underway to make sure the equipment is in good working condition.

About 900 ballots have been mailed and 600 have been received back.

Election Inspector Training went well. It was very informative.

✓ **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 tree cutting is nearly complete and pipe work is moving forward.
- ❑ So far this winter DPS has responded to 9 snow/ice events. Last year we had 24 total snow events for the entire winter. Hopefully with a little luck we won't reach that total again this year.
- ❑ Water service lines on Dye Rd. have been moved from the City of Swartz Creek's water main on the West side of the road to GCDC watermain on the East side of the road.
- ❑ The city is soliciting quotes for the cut and cap of the water main on the west side of the road just south of the railroad tracks.

✓ **TREASURER UPDATE** *(Update)*

Payments for summer and winter tax bills continue to be received in the office. Real Property Taxes will go delinquent to the County on March 1<sup>st</sup>. Preliminary data collection has begun for the FY25 draft budget. Routine operations include, but are not limited to, processing payments for utility bills, tax bills, delinquent personal and qualified real taxes, building permits, daily/weekly/monthly journal entries, bank wires, review/approval of accounts payable invoices, issuance of building permits and rental inspection collections, processing payroll, accounting for grants and projects and other financial matters impacting the city.

✓ **ECONOMIC DEVELOPMENT UPDATE** *(Update)*

As of writing, we have 29 days left of our Cosmos in the Creek campaign through the Public Spaces Community Places Program. So far, we have raised \$17,235. We need to raise the remaining \$7,765 by March 8<sup>th</sup>, to secure the matching funds from MEDC. Please share this with any groups, nonprofits, or other organizations you belong to that may sponsor this. We've garnered a fair amount of support so far, but I am disappointed with the lack of it coming from the Swartz Creek business community. This is a great opportunity for them to permanently market their business on a physical project in Swartz Creek.

In other news, the potential buyers we had for the Methodist Church redevelopment fell through, so I am reaching out to all sorts of brewers, distilleries, and restaurants to see if they have interest in redeveloping it.

There is interest in Easter Egg hunts this year. This plan is still being fleshed out, stay tuned for more details.

I updated the objectives table for the Economic Development Strategy, and it was reviewed at the joint Planning Commission/ DDA meeting.

## **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.



✓ **CROSS CONNECTION CONTROL PROGRAM PROPOSALS (*Business Item*)**

As the Council is aware, we have to maintain a Cross Connection Control Program (CCCP) in order to meet MI-Department of Environmental Quality requirements. Cross connections are connections to the water system that have the potential to draw unsafe sources of water into the system during a low-pressure event. An example would be an irrigation system draining water from a lawn back into the public system during a water main break. To prevent this, there are requirements for back flow preventers, such as check valves, in the system. Common connections include restaurant soda fountain machines, irrigation systems, boilers, and industrial equipment.

We out-source inspection and enforcement of this to a company called HydroCorp (previously known as Hydro-Design). Prior to 2021, work involved only commercial and industrial compliancy with back flow prevention into the public water system. The program is on-going and requires testing and inspection. The company did a fantastic job was able to provide for these inspections services for \$308 per month. This is based upon a 2017 contract that was extend once into the current year.

In 2020, we were informed that the Department of Environment, Great Lakes, and Energy is requiring the CCCP to extend to residential connections as well. This was a massive, and expensive undertaking. The requirements for this were in the October 24, 2023 council packet.

In 2021, the city engaged Hydrocorp for commercial AND residential inspections. This was a massive expansion of the program. The understanding is that every single house needed to be inspected every ten years. Once complete, detection of certain features such as a water powered sump pump or boiler, could then require an annual inspection moving forward. To get the city moving on this, we engaged in a program that would seek to get to all residential homes inspected at least once within five years. Combined with existing commercial accounts, this process would require over 500 inspections per year. The 2021 program resulted in a three-year agreement with a total cost of \$120,492 (\$40,164/year).

Three years have passed, and the bulk of the inspections have been complete. As noted above, some users cannot or will not comply. While this may require additional efforts or enforcement, I am attempting to separate that matter from the overall goal of maintaining a program that *asserts reasonable effort* to inspect all residential properties in a timely manner.

With that said, we plan to continue inspections of residential units, at the lower rate that is required after an initial inspection. We are pleased that this will result in a substantial cost decrease of the program. The proposed two-year program cost is now \$40,368 for commercial and residential combined (\$20,184/year).

We are not pleased with another such unfunded mandate from the state, but there is nothing we believe we can do. I strongly recommend that we continue to assert a reasonable effort to conduct these inspections. Some communities are refusing to do so, and some are more rigorous. I think our approach has been balanced and conducted in good faith.

There has a silver lining. Due to the lead and copper rules, we are also required to determine internal plumbing compositions for all of our testing sites and for the service leads that enter homes. This is due by October of 2024. Engaging in the residential inspections has helped greatly in this survey.

Note that this is a service that can be bid out. Indeed, we have had some concerns with how residential inspections were scheduled, with notably small windows for residents to choose from. However, as a professional service provider, we do believe we have a strong partner and a reasonable price to perform the work. The company has worked with us to improve this service, which is new to everyone. We are also very comfortable with their inspector, who has undergone a background check, is very communicative, and very competent. Hydro Corp has been setting up inspections, entering private property, and engaging in corrective action with our customers for years. They do so with the city's backing. I recommend we proceed. A resolution is included with the agenda.

Note that the decrease in cost amounts to almost 1% of the water fund. This is great news coming off a period of high inflation and new infrastructure expenses.

Over the last three years, Hydrocorp has conducted 1,529 residential inspections, with 1,367 inspected through December 31, 2023. There are 568 that have not had their initial inspection.

✓ **BAKER TILLY PROFESSIONAL SERVICES (Update)**

The city has a lot of money in the form of capital improvement bond proceeds (\$6,760,327.40). Obviously, we have a plan that obligates all of these funds. However, we do not expect to start making payments until April or May for this portion of the project, nor do we expect to have funds spent down until the end of the calendar year.

As a fiscally astute government, we wish to take advantage of robust interest rates and investments for this period of time. If one assumes even a 2% interest rate for an average balance of \$3,000,000 for twelve months, that is \$60,000.

However, the bond is subject to arbitrage, which means we cannot profit from a governmental bond by investing in a manner that generates higher yields than what we borrowed. If this were the case, we could take out a \$1,000,000,000 tax exempt government loan at 2.5%, invest it at 3.5% and make \$10,000,000 a year!

With that said, we wish to make as much money as possible, without breaking the IRS tax code and US Treasury rules. This degree of investment and federal reporting acumen is a bit out of our wheel house. Amy has been working with our financial advisor from the bonding process on a solution. They specialize in this, and they provide this service routinely to municipalities both big and small. This is especially true for those that do not deal in these matters often. They even service Swartz Creek Community Schools.

I am including three agreements, all related to the same issue. One is for them to be custodians of the funds, a necessary feature if they are to invest. The next is for investing within the arbitrage parameters. The third is for managing and reporting of any arbitrage rebates. The fee, like most advisory fees, is a percentage of the investment.

I can safely state that these matters are not my specialty. I will have a Baker Tilly representative at our meeting to better describe the services and fee structure. I do recommend the council proceed.

✓ **MS4 PROFESSIONAL SERVICES (*Business Item*)**

The City continues to pursue a more rigorous MS4 stormwater management requirements over the last three years (Municipal Separate Storm Sewer System). We have gone from undocumented programming that was not able to pass EGLE review to a very comprehensive system of inspections, reporting, public education, and maintenance of the public storm sewers and drains on our public property. In short, this set of requirements covers practices and reporting related to clean storm water systems and discharges.

DLZ, one of the city's pre-certified federal engineering companies, continues to inspect properties, submit state reports, and provide public education materials. They have also been overseeing our fat, oil, and grease (FOG) inspection program. This program ensures that businesses are not discharging unwanted fats, oils, and greases into the sanitary sewer system.

Initially, they performed the MS4 services in 2021 for \$14,000. In 2023 they consolidated the MS4 and FOG services into a single annual professional service agreement (July 1- June 30) for \$11,400. Over that time, the city has been taking on more of the FOG tasks and the MS4 tasks have also become more institutionalized. As such, they are proposing to conduct the 2024-2025 services for \$9,200.

Given the deliverables, including availability of their dedicated staff member for miscellaneous needs, I think this is a great value. I am including the proposal and a recommendation to proceed.

Note that staff have been becoming more proficient in storm water management and FOG. This is reflected in the continual decreases in required professional services. We are hopeful that more work can be done in house, however, the state may be mandating additional certifications and training to conduct such inspections and reporting. This may make it more difficult to completely remove consultants from the program. As such, I recommend that we continue to maintain a relationship with DLZ while looking at options to train and possibly certify our staff.

✓ **LIQUOR LICENSE APPLICATION (*Business Item*)**

We have a request to assign an available liquor license to a downtown property. There is a new business opening as a tenant at 8010 Miller Road, formerly known as Ken's Barber Shop. The owner is requesting the ability to have a full-service liquor license (Class C) assigned to that address. The site is currently a commercial building in the Central Business District.

The legal owner is Bellas Book Nook & Café, LLC. They propose to open a bookstore and café, with limited packaged food. They wish to add alcohol sales. Conceptually, this request makes much sense and does work in other communities, even at such a small scale. Such uses are allowed and encouraged in the CDB/downtown. At this point in the process, council approval is one of the first steps prior to the state conducting a full

application review. Unfortunately, this does not give us much to review other than the conceptual use at that location.

Given the community interest in bringing hospitality businesses into downtown, especially in the vicinity of Holland Square, I think this makes a lot of sense and aligns with the Master Plan and Downtown Development Authority Plan. Since the city will still be able to review zoning and building changes should there be a change in the site or building scale, I am confident that we are not exposing the community to uncertainty that cannot be mitigated. As such, I have prepared an affirmative resolution following the state template and give a confident recommendation to approve it.

Note that there are no changes proposed to the building or site. Since café is a permitted use in CBD, there are not any additional zoning permits required for the change of use. As such, my interpretation is that approval will grant the user rights to add the use to the building without additional site plan review.

The last time the city council approved a license application was for this exact license at 5015 Holland Drive (the former Trecha Building) in 2018. That license was never activated and resulted in a five year 'allocation' status for that license before anyone else could get access via a transfer or direct assignment from the state. This is the only unallocated license in the city at the moment. Granting use here has the benefit of allowing a small user in the downtown to give the business a shot. There is also risk that they do not activate the license, and we need to wait another five years for new eligibility.

Note that this license, located in the downtown next to S&K will enable the city to explore a social district. These districts enable communities to allow open alcohol consumption in limited and designated areas of their downtowns. This could mean service and containers at Holland Square for example. These districts are set up (or eliminated) by council, including the area, times, and rules.

✓ **MOWING SERVICES (Update)**

Bids for mowing services were opened on February 5<sup>th</sup>. As of writing, we are still pursuing property evidence of insurance. Assuming this is put in order, we have a new low bid by a lawncare company to present to the council on February 26<sup>th</sup>.

✓ **SENIOR CENTER ARPA WINDFALL (Update)**

The sixteen senior centers in Genesee County have been awarded \$100,000 each to pursue improvements. This distribution is an additional ARPA award from Genesee County. Funds are to be spent by December 6<sup>th</sup>.

The Swartz Creek Area Senior Center desires to work with the city to construct a garage for their van. This garage was a part of the 2009 design plans for the senior center expansion that were struck due to funding reasons. At this time, they seek to revisit this, but they no longer need a two car garage as originally drawn. Instead, they were seeking potential pavilion space and/or storage.

We met with their staff, board, Genesee County Metropolitan Planning Commission staff, and contractors to discuss options. After investigation, it appears that such a structure can be constructed in the location originally planned without interfering with other attributes

onsite. In addition, water and sewer are available nearby, which opens up the door for a public bathroom, which has been needed for the amphitheater and downtown for some time.

At this point in the process, estimates are being sought to construct a building that is roughly the same dimensions as the original design. However, it will only include one parking bay, with the south bay being converted to a heated, single-occupancy bathroom and storage area. The west half of the building will be an open pavilion. Initial estimates put this project at about \$225,000.

The obvious issue is the lack of \$125,000. The gap will need to be funded by other sources. Possible sources include any combination of fundraising, city general fund, DDA, and senior center general fund.

An application is due to the county by February 16<sup>th</sup>. The project can be scaled to be bigger or smaller (more or less expensive). However, a funding plan will be needed prior to final designs and bids, which are expected in April or May.

### **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.

**City of Swartz Creek  
RESOLUTIONS  
Regular Council Meeting, Monday, February 12, 2024, 7:00 P.M.**

**Motion No. 240212-4A**                      **MINUTES – JANUARY 22, 2024**

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

**I Move** the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, January 22, 2024, to be circulated and placed on file.

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

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

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

**Motion No. 240212-5A**                      **AGENDA APPROVAL – FEBRUARY 12, 2024**

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

**I Move** the Swartz Creek City Council approve the Agenda as presented / printed / amended for the Regular Council Meeting of February 12, 2024, to be circulated and placed on file.

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

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

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

**Motion No. 240212-6A**                      **CITY MANAGER’S REPORT**

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

**I Move** the Swartz Creek City Council accept the City Manager’s Report of February 12, 2024 including reports and communications, to be circulated and placed on file.

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

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

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

**Resolution No. 240212-8A**                      **RESOLUTION TO APPROVE EXTENSION OF CROSS CONNECTION PROGRAM AGREEMENTS**

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

**WHEREAS**, to remain compliant to the Safe Drinking Water Act of 1976, PA 339, the City of Swartz Creek instituted a Cross Connection Control and Compliancy Program, and solicited and awarded sealed bids to HydroCorp of Troy, Michigan to implement the program, and;

**WHEREAS**, HydroCorp has brought the City into full compliancy with the Act and MI-DEQ Regulations, and;

**WHEREAS**, it is mandatory for the City to continue the program in order to remain compliant with the Act and MI-DEQ Regulations, and;

**WHEREAS**, additional guidance from the Michigan Department of Environment, Great Lake, and Energy requires that the city expand its cross connection control program to residential users, and;

**WHEREAS**, the city commenced with residential inspections in 2021 and must continue the program to remain compliant with EGLE guidance, and;

**WHEREAS**, the work performed by HydroCorp is a specialized professional service and cannot be done by regularly employed crews of the City, and;

**WHEREAS**, it is efficient and desirable for the City to remain with a single company to maintain compliancy and continued continuity of the established records currently maintained by HydroCorp, Inc.

**NOW THEREFORE, BE IT RESOLVED** the City of Swartz Creek appropriate an amount not to exceed \$1,648 per month for 24 months, total accrued amount not to exceed \$40,368, payment for expansion and continuation of the City’s Cross Connection Compliancy and Control Program, to HydroCorp, a Michigan corporation located in Troy, Michigan, agreement period to run from February 1, 2024 through January 31, 2026, funds to be appropriated from 590, Water Supply Fund.

**BE IT FURTHER RESOLVED THAT**, the City Council approves the cross connection professional services agreements included in the February 12, 2024 city council packet and direct the Mayor and City Clerk to execute said agreement on behalf of the city.

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

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

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

**Resolution No. 240212-8B**

**RESOLUTION TO APPROVE PROFESSIONAL SERVICE AGREEMENTS WITH BAKER TILLY FOR TEMPORARY BOND INVESTMENT AND ARBITRAGE REBATE SERVICES RELATED TO THE STREET CAPITAL IMPROVEMENT BONDS**

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 recently acquired a large capital improvement bond for the purpose of reconstructing city streets, and



**WHEREAS**, the prevalent interest rates prudently demand investment to best leverage funds until such time as payments are made and complete for services rendered, a time period expected to be at least nine months, and

**WHEREAS**, there are opportunities for prudent investment available, and

**WHEREAS**, Section 148 of the Internal Revenue Service Code and related U.S. Treasury regulations limit investment returns on funds borrowed by a governmental agency, potentially necessitating yield limits, rebates, and reporting, and

**WHEREAS**, the provision of additional third party financial services has been anticipated to supplement staff in managing this unique and temporary financial situation, and

**WHEREAS**, Baker Tilly is the current financial advisor for the city for bonding and related investment services.

**NOW, THEREFORE, BE IT RESOLVED** the City of Swartz Creek City Council approves the Custodial Agreement, Arbitrage Monitoring and Reporting Services Agreement, and Bond Proceeds Investment and Arbitrage Rebate Services Agreement with Baker Tilly Investment Services, as included in the February 12, 2024 city council packet.

**BE IT FURTHER RESOLVED**, that the City Council authorizes and directs the Mayor to execute said agreements on behalf of the city and for the city finance director to oversee the administration of the service.

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

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

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

**Resolution No. 240212-8C**

**RESOLUTION TO APPROVE PROFESSIONAL SERVICES FOR MS4 COMPLIANCE AND FAT, OIL, AND GREASE PROGRAM OVERSIGHT**

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

**WHEREAS**, the City of Swartz Creek owns, operates, and maintains a system of storm water collection assets that drain to the Swartz Creek and other public water bodies of the state; and

**WHEREAS**, the city is required to comply with standards pertaining to the Municipal Separate Storm Sewer System (MS4); and

**WHEREAS**, the city also operates a business inspection program to ensure fats, oils, and greases are properly disposed of within the community sanitary sewer system; and

**WHEREAS**, the city solicited a proposal from a pre-approved engineer that specializes in sanitary and storm sewer matters to oversee both MS4 and the FOG program; and



**WHEREAS**, both programs are established, but reapplication to the MS4 program is required in 2024.

**NOW, THEREFORE, BE IT RESOLVED**, the Swartz Creek City Council hereby approve the professional service agreement dated January 17, 2024, as submitted by DLZ in the amount of \$9,200 and authorize and direct the Mayor to execute said agreement on behalf of the city.

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

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

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

**Resolution No. 240212-8D**

**RESOLUTION TO APPROVE A LIQUOR LICENSE FOR 8010 MILLER ROAD**

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

**WHEREAS**, the City of Swartz Creek geography possesses an unclaimed Class C Liquor License as relegated by the State of Michigan Liquor Control Commission; and

**WHEREAS**, the owner of a business at 8010 Miller Road, is seeking to attach said license to their property with the intention of adding a cafe to the site; and

**WHEREAS**, the City of Swartz Creek and the Swartz Creek Downtown Development Authority allow such uses within the Central Business District; and

**WHEREAS**, the City of Swartz Creek maintains rights to review and approve or deny use of the site based upon potential site plans and building conditions prior to final review and inspection by the State of Michigan.

**NOW, THEREFORE, BE IT RESOLVED**, the City of Swartz Creek recommends that the application by the Bellas Book Nook & Café, LLC. for a Class C Liquor License 8010 Miller Road, Swartz Creek, Michigan be considered for approval by the Michigan Liquor Control Commission.

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

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

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

**Resolution No. 240212-8E**

**RESOLUTION TO APPROVE STREET REHABILITATION WORK FOR THE WINCHESTER WOODS STREET PROJECT**

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

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

**WHEREAS**, the city uses a twenty year street improvement plan to guide maintenance, rehabilitation, and reconstruction investments in the street network, as aligned with the 20 year street levy; and

**WHEREAS**, the streets in Winchester Woods are included in the plan for rehabilitation, with some streets past their anticipated improvement date and some streets not yet approaching their improvement date; and

**WHEREAS**, the city borrowed funds for street related capital improvements to advance street reconstruction and rehabilitation in accordance with the street plan; and

**WHEREAS**, the city also applied for and was awarded approximately \$250,000 by the state to perform rehabilitation on streets in Winchester Woods; and

**WHEREAS**, The city’s engineering, OHM Advisors, designed specifications and plans for the Winchester Woods streets, with sealed bids on such plans being opened on January 18, 2024; and

**WHEREAS**, the low bid for this project is \$873,445.99 from T.G. Priehs, LLC.; and

**WHEREAS**, OHM Advisors, who surveyed and designed the project, will be in the community overseeing the Winchester Village improvements and has submitted a proposal for construction engineering services.

**NOW, THEREFORE, BE IT RESOLVED** the City of Swartz Creek City Council approves the bid by T.G. Priehs, LLC as a unit cost bid in the amount of \$873,445.99.

**BE IT FURTHER RESOLVED**, that the City of Swartz Creek City Council also approves construction engineering services as outlined in the attached proposal by OHM Advisors, dated February 7, 2004.

**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.

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

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

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

**Motion No. 240212-11A**

**ADJOURN**

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

**I Move** the Swartz Creek City Council adjourn the regular council meeting of February 12, 2024.

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

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

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

**CITY OF SWARTZ CREEK  
SWARTZ CREEK, MICHIGAN  
MINUTES OF THE REGULAR COUNCIL MEETING  
DATE JANUARY 22, 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: Metro PD Lieutenant Murphy, M. McLanahan, K.C. Barran

Others Virtually Attended: Lania Rocha, Samantha Fountain

**APPROVAL OF MINUTES**

**Resolution No. 240122-01** **(Carried)**

Motion by Councilmember Spillane  
Second by Councilmember Gilbert

**I Move** the Swartz Creek City Council approve the Minutes, as amended, of the Regular Council Meeting held Monday January 8, 2024, 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. 240122-02** **(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 22, 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. 240122-03**

**(Carried)**

Motion by Councilmember Cramer  
Second by Councilmember Gilbert

**I Move** the Swartz Creek City Council accept the City Manager’s Report, as amended, of January 22, 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:**

Marianne McLanahan: An accident almost happened at the crossroads where she lives. Many issues with that intersection. She is bringing safety issues to the City. Mayor Krueger responded that Metro Police sit at that intersection more often than any other intersection.

Samantha Fountain: Updated Council on Cosmos in the Creek. Half way to goal and believes goal will be met.

K.C. Baran: Noted Judge Odette is retiring and he is running for 67<sup>th</sup> District Court Judge to replace him. He lives in Fenton, was in the Army, graduated from West Point, and has connections to this area. Discussion ensued.

**COUNCIL BUSINESS:**

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

**Resolution No. 240122-04**

**(Carried)**

Motion by Mayor Pro Tem Hicks  
Second by Councilmember Henry

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

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

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

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

**NOW, THEREFORE BE IT RESOLVED** that the City of Swartz Creek adopts the City of Swartz Creek Requirements of Poverty Exemption, as included in the 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.

Discussion Ensued.

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

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

**Resolution No. 240122-05**

**(Carried)**

Motion by Councilmember Gilbert  
Second by Councilmember Cramer

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

**WHEREAS**, the 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; and

**WHEREAS**, the City is authorized to permit limited overnight parking and/or camping within the park for the purpose of this event.

**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 with limited overnight parking and/or camping within the park for the purpose of this event.

Discussion Ensued.

**MOTION TO AMEND THE RESOLUTION TO INCLUDE LIMITED OVERNIGHT PARKING WITHIN THE PARK FOR THE PURPOSE OF THIS EVENT.**

Motion by Councilmember Spillane  
Second by Councilmember Cramer

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

NO: Henry.

Amendment to Resolution Declared Carried.

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

NO: None. Motion Declared Carried.

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

**Resolution No. 240122-06**

**(Carried)**

Motion by Councilmember Knickerbocker  
Second by Councilmember Cramer

**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 supplement 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.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

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

**Resolution No. 240122-07**

**(Carried)**

Motion by Councilmember Spillane  
Second by Councilmember Gilbert

**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 proposed 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 Senate Bills 549 through 554, House Bill 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.

Discussion Ensued.

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

**MEETING OPENED TO THE PUBLIC:**

M. McLanahan: Discussed the Mary Crapo concept plan.

**REMARKS BY COUNCILMEMBERS:**

Councilmember Henry: Suggested going to patronicity.com website to see who our patrons are. He thanked those patrons. He is working on slowing traffic at Mary Crapo.

Councilmember Cramer: Thanked Council for approval of opposition to HB5089. February 14 is Historical Society meeting and he will be a speaker, giving history on the Masonic Lodge. Stresses the importance of the I-69 overpass and making improvements happen.

Mayor Pro Tem Hicks: Senior Center would like to see more lighting on the sidewalks from the senior living building to the road. The sidewalks don't get shoveled in a timely manner. Discussed slowing traffic down. He questioned if we could put a physical barrier in the road. Lieutenant Murphy stated he has put Officers out there several times with no infractions recorded. He also stated he personally sat there in an unmarked car for hours and saw no infractions.

**ADJOURNMENT**

**Resolution No. 240122-08**

**(Carried)**

Motion by Councilmember Gilbert  
Second by Councilmember Henry

**I Move** the Swartz Creek City Council adjourn the regular meeting at 8:34 p.m.

Unanimous Voice Vote.

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**David A. Krueger, Mayor**

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**Renee Kraft, CMC, MiPMC, City Clerk**

02/08/2024

CHECK REGISTER FOR CITY OF SWARTZ CREEK  
 CHECK DATE FROM 01/01/2024 - 01/30/2024

Check Date	Check	Vendor Name	Description	Amount
Bank GEN CONSOLIDATED ACCOUNT				
01/10/2024	52981	ACE-SAGINAW PAVING COMPANY	MILLER ROAD	6,203.98
01/10/2024	52982	ADAM ZETTEL	AICP & APA MEMBERSHIP, MICHIGAN CHAPTER	728.00
01/10/2024	52983	AMY NICHOLS	MILEAGE BANK RUNS DEC 2023	65.12
01/10/2024	52984	BIO-SERV CORPORATION	PEST CONTROL - CITY HALL/LIBRARY-SR CTR	142.00
			PEST CONTROL - PUBLIC SAFETY BLDG 12/15/	66.00
				<u>208.00</u>
01/10/2024	52985	CHASE CARD SERVICES	R KRAFT OFFICE SUPPLIES-CITY HALL MAINT	438.94
			AWARD CERT & FRAMES	82.95
			AMPLIFIED HEAD SET FOR MEETINGS	55.95
			CITY HALL SUPPLIES & TRAILER HOOK FOR DP	35.28
			LUNCH R KRAFT & C CHRISTENSEN COUNTY CLE	47.78
			HVAC BLOWER MOTOR CITY HALL	158.26
			CITY HALL HVAC FILTER	51.92
			PUBLIC SAFETY BLDG PRESSURE SWITCH	64.38
			MAMC MASTER ACADEMY R KRAFT 11/27-11/30/	319.68
			MONTHLY INVOICE 5121 MORRISH RD NOV 29-D	293.46
			HUBCAP-LUBE GEAR	82.26
			CHRISTMAS DECORATIONS	349.90
			CHRISTMAS DECORATIONS	88.40
			A NICHOLS TRAINING 2024 WINTER WORKSHOP	199.00
			ELECTION SUPPLIES- SEAL BAGS-STICKERS	120.81
			HOLIDAY DECORATIONS	15.98
			R KRAFT FOOD REIM AT MASTER ACADEMY	36.04
			R KRAFT FOOD REIM AT MASTER ACADEMY	22.00

GRAPHIC PATCHES FOR 6 PARK SIGNS & CC FE	332.28
CHRISTMAS LIGHTS	324.50
ZOOM-NOV 30 2023-DEC 30 2023	33.90
MAMC MASTER ACADEMY R KRAFT 11/27-11/30/	(17.28)
PUBLIC SAFETY BLDG PRESSURE SWITCH RETUR	(64.38)
	<u>3,072.01</u>

01/10/2024	52986 VOID		
01/10/2024	52987 COMCAST BUSINESS	MONTHLY INVOICE 5121 MORRISH RD DEC 29 2	298.61
01/10/2024	52988 COMCAST BUSINESS	CITY HALL MONTHLY INVOICE DEC 26 2023 -	247.80
01/10/2024	52989 CONSUMERS ENERGY	6425 MILLER PARK & RIDE 12/2/23-01/02/24	88.99
01/10/2024	52990 CONSUMERS ENERGY	4125 ELMS RD PAVILION 4437 12/2/23-01/2/	35.59
01/10/2024	52991 CONSUMERS ENERGY	4125 ELMS RD 4353 12/2/23-01/02/24	43.80
01/10/2024	52992 CONSUMERS ENERGY	48473 LED LIGHT RD WORCHESTER/CHESTERFIE	4,500.00
01/10/2024	52993 CONSUMERS ENERGY	4524 MORRISH RD 12/1/23-12/31/23	57.99
01/10/2024	52994 CONSUMERS ENERGY	STREET LIGHTS 1294 12/1/23-12/31/23	3,595.13
01/10/2024	52995 CONSUMERS ENERGY	ELMS PARKING LOT AREA LIGHTS 2300 12/1/2	37.75
01/10/2024	52996 CONSUMERS ENERGY	5361 WINSHALL DR NP 12/1/23-01/01/24	34.46
01/10/2024	52997 CONSUMERS ENERGY	8100 CIVIC DR 12/01/23-01/01/24	1,197.03
01/10/2024	52998 CONSUMERS ENERGY	SIRENS TRAFFIC LIGHTS 1997	32.93
01/10/2024	52999 CONSUMERS ENERGY	TRAFFIC LIGHTS 1781 12/1/23-12/31/23	503.74
01/10/2024	53000 CONSUMERS ENERGY	8301 CAPPY LN 12/1/23-01/01/24	246.46
01/10/2024	53001 CONSUMERS ENERGY	8011 MILLER RD 11/30/23-12/28/23	44.10
01/10/2024	53002 CONSUMERS ENERGY	5121 MORRISH RD 11/30/23-12/28/23	511.36
01/10/2024	53003 CONSUMERS ENERGY	8095 CIVIC DR 11/30/23-12/28/23	689.91
01/10/2024	53004 CONSUMERS ENERGY	5361 WINSHALL DR #2 RESTRMS 9987 11/30/2	36.59
01/10/2024	53005 CONSUMERS ENERGY	9099 MILLER RD 11/30/23-12/28/23	36.17
01/10/2024	53006 CONSUMERS ENERGY	5361 WINSHALL DR 8369 11/30/23-12/28/23	32.41
01/10/2024	53007 CONSUMERS ENERGY	5257 WINSHALL DR 11/30/23-12/28/23	31.68
01/10/2024	53008 CONSUMERS ENERGY	8499 MILLER RD 11/30/23-12/28/23	33.71
01/10/2024	53009 CONSUMERS ENERGY	8059 FORTINO DR 11/30/23-12/27/23	34.43
01/10/2024	53010 CONSUMERS ENERGY	4510 MORRISH RD 11/30/23-12/28/23	43.33
01/10/2024	53011 CONSUMERS ENERGY	5015 HOLLAND DR LOT LIGHTS 11/30/23-12/2	76.08

01/10/2024	53012	CONSUMERS ENERGY	5441 WHITNEY CT PAVILLION 11/30/23-12/	29.24
01/10/2024	53013	CONSUMERS ENERGY	8083 CIVIC DR 11/30/23-12/28/23	733.58
01/10/2024	53014	CORELOGIC CENTRALIZED REFUNDS	2023 Win Tax Refund 58-02-530-002	142.78
01/10/2024	53015	CORELOGIC CENTRALIZED REFUNDS	2023 Win Tax Refund 58-02-501-008	553.94
01/10/2024	53016	DANIEL WILLIAMS	WINTER TAX OVER PAYMENT 58-03-576-009	5.00
01/10/2024	53017	DAVID SCHLADER	WINTER TAX OVER PAYMENT 58-03-533-201 (K	27.00
01/10/2024	53018	DAVID WRIGHT	CLOTHING ALLOWANCE	14.82
01/10/2024	53019	DEE CRAMER	REPAIR FURNACE AT PUBLIC SAFETY BLDG(810 CREDIT FOR FILTER ON INVOICE 91347 PUBLI	630.10 <u>(220.10)</u>
				410.00
01/10/2024	53020	DORNBOS SIGN & SAFETY INC	STREET SIGN HARDWARE & FREIGHT (MISSED F	18.76
01/10/2024	53021	FAMILY FARM AND HOME INC	DEC PURCHASES	119.67
01/10/2024	53022	FERGUSON WATERWORKS #3386	5-1/2 ARCH CURB BX W/48 ROD (50)	3,264.50
01/10/2024	53023	FIDELITY SECURITY LIFE INSUR/EYEMED	RETIREE VISION JAN 2024	47.96
01/10/2024	53024	FIRST ADVANTAGE OCCUP HEALTH SER CO	CLINIC COLLECTION/MILEAGE CREDIT FOR PREVIOUS INV	222.24 <u>(38.33)</u>
				183.91
01/10/2024	53025	FLINT WELDING SUPPLY	CYLINDER COMPRESSED OXYGEN	6.25
01/10/2024	53026	GEN CTY SMALL CITIES ASSOC.	2024 DUES	125.00
01/10/2024	53027	GILL ROYS HARDWARE	NOVEMBER & DECEMBER 2023 PURCHASES	602.54
01/10/2024	53028	HERBERT RAK	2023 Sum Tax Refund 58-36-527-026	3,118.96
01/10/2024	53029	IMAGEMASTER LLC	CAP IMP BOND PRELIM & OFFICIAL STATEMENT	1,750.00
01/10/2024	53030	KCI	UB BILLS/POSTAGE JAN 1 2024 BILL	453.45
01/10/2024	53031	KORENE KELLY	SUPP INS REIMB JULY-DEC 2023	1,455.67
01/10/2024	53032	L ZELLAR AND SONS EXCAVATING INC	5403 SEYMOUR EMERGENCY GARAGE DEMO	850.00
01/10/2024	53033	LEGACY ASSESSING SERVICES INC	ASSESSING SERVICES ANNUAL CONTRACT OCT	2,811.50
01/10/2024	53034	LERETA	2023 Win Tax Refund 58-36-651-126	855.33

01/10/2024	53035	METRO POLICE AUTH OF GENESEE COUNTY	POLICE SERVICES-1/1/24-3/31/24 NOV 2023 ORD. FEES	315,948.75 <u>782.10</u>
				<b>316,730.85</b>
01/10/2024	53036	MICHIGAN PIPE AND VALVE	1040 H ADJ RING 6" 6 HYD EXT- 8 VALVE BOX CLEANER	425.37 <u>945.01</u>
				<b>1,370.38</b>
01/10/2024	53037	MOLLY MAID OF METAMORA LLC	CLEANING CITY HALL 12-22-2023 CLEANING CITY HALL01-05-2024	186.00 <u>186.00</u>
				<b>372.00</b>
01/10/2024	53038	OHM ADVISORS	WINCHESTER VILLAGE AND WINCHESTER WOODS	900.75
01/10/2024	53039	PARAGON LABORATORIES INC	WATER SAMPLES SWARTZ CREEK WATER SAMPLES SWARTZ CREEK	722.00 <u>702.00</u>
				<b>1,424.00</b>
01/10/2024	53040	PITNEY BOWES INC.	POSTAGE MACHINE SUPPLIES	22.40
01/10/2024	53041	PRINTING SYSTEMS	ELECTION SUPPLIES-AV POSTCARD ELECTION SUPPLIES-BALLOT SELECTION POSTC	559.94 <u>537.22</u>
				<b>1,097.16</b>
01/10/2024	53042	RICHARD BROTEMARKLE	TAX OVER PAYMENT 58-35-776-056	2.81
01/10/2024	53043	RODNEY COLE	MODULE WINDSHIELD WIPER - PICKUP #2-08	381.18

01/10/2024	53044	STATE OF MICHIGAN-DEQ WTR	DRINKING WATER LAB TESTING 12/5/23	48.00
			DRINKING WATER LAB TESTIN12/20/2023	48.00
				<u>96.00</u>
01/10/2024	53045	SUBURBAN AUTO SUPPLY	BATTERY - KUBOTA , SHOP TOWELS	153.98
			OIL FILTER & OIL -PICKUP	65.95
				<u>219.93</u>
01/10/2024	53046	SW CREEK AREA CHAMBER OF COMMERCE	MEMBERSHIP DUES 2024	159.00
01/10/2024	53047	SWARTZ CREEK AREA FIRE DEPT.	MONTHLY RUNS NOV 2023	4,982.06
01/10/2024	53048	SWARTZ CREEK AREA FIRE DEPT.	MONTHLY RUNS DEC 2023	2,991.69
01/10/2024	53049	SWARTZ CREEK COMMUNITY CHURCH	FEBRUARY 2024 ELECTION RENTAL FEE	1,225.00
01/10/2024	53050	T MOBILE	DPW CELL PHONES 11/21/23- 12/20/23	297.89
01/10/2024	53051	TIERNEY, AMBER	2023 Sum Tax Refund 58-02-530-002	1,686.75
01/10/2024	53052	TODD THORNTON	FACADE GRANT REIMBURSEMENT 8127 MILLER R	7,257.62
01/10/2024	53053	UMB	ADMIN FEES & ACCEPTANCE FEE CAPITAL IMP	450.00
01/11/2024	53054	CHASE CARD SERVICES	DPW CELL PHONES 10/21/23-11/20/23	297.89
01/25/2024	39(E)	BLUE CROSS BLUE SHIELD OF MICHIGAN	RETIREE HEALTHCARE CLOLINGER-FEB 2024	2,202.16
01/25/2024	40(E)	UNUM LIFE INSURANCE	RETIREE LIFE FEB 2024	31.47
01/25/2024	53055	ADS PLUS PRINTING LLC	S FOUNTAIN BUSINESS CARDS (500)	87.00
01/25/2024	53056	ALEXANDRIA DANIELLE BINGHAM	ELECTION BASIC & EPB TRAINING	400.00
01/25/2024	53057	BIO-SERV CORPORATION	PEST CONTROL - PUBLIC SAFETY BLDG	66.00
01/25/2024	53058	BS & A SOFTWARE	FA BLDG 2/1/24-2/1/25 PAS 10/11/23-1/5/2	2,138.00
01/25/2024	53059	CHARTER TOWNSHIP OF MUNDY	JOINT INSP & PERMIT FEES OCT 2023	5,848.00
01/25/2024	53060	CITY OF SWARTZ CREEK	PETTY CASH	151.69
01/25/2024	53061	COMCAST BUSINESS	CITY HALL MONTHLY INVOICE JAN 26-FEB 25	265.80
01/25/2024	53062	COMCAST BUSINESS	5121 MORRISH RD MONTHLY INVOICE DEC 29 2	298.61
01/25/2024	53063	CUMMINS INC	PAC, TANKER	228.57
01/25/2024	53064	DEE CRAMER	REPAIR FURNACE AT PUBLIC SAFETY BLDG(810	1,184.87
01/25/2024	53065	DELTA DENTAL PLAN	RETIREE BENEFITS FEB 2024	521.27

01/25/2024	53066	DETROIT SALT COMPANY	ROAD SALT AT \$65.37 PER TON	3,331.91
			ROAD SALT AT \$65.37 PER TON	<u>3,473.11</u>
				6,805.02
01/25/2024	53067	DORNBOS SIGN & SAFETY INC	STREET SIGN HARDWARE & FREIGHT ELMS RD	92.26
			RR WARNING (4) & FREIGHT	<u>303.39</u>
				395.65
01/25/2024	53068	FERGUSON ENTERPRISES INC	FREE CHLORINE CHEMKEY RGTS ST/PK (25) TO	271.11
			DPD FREE CHLR (100) DPD TOTAL CHLR (100)	<u>181.89</u>
				453.00
01/25/2024	53069	GEN CTY ROAD COMMISSION	S-MTCE & OPERATIONS OCT 2023	249.17
			SIGNAL MILLER @ FAIRCHILD	1,328.56
			S- MTCE & OPERATIONS 504 (47) CONSUMERS	14.89
			S-MTCE & OPERATIONS MILLER & MORRISH-MIL	895.76
			SIGNAL MILLER @ FAIRCHILD	<u>2,948.27</u>
				5,436.65
01/25/2024	53070	GENESEE CTY DRAIN COMMISSIONER	NOV 29 2023 TO DEC 27 2023 DEC BULK WA	111,359.56
01/25/2024	53071	GENESEE CTY DRAIN COMMISSIONER	SEWER -10/01/23 TO 12/31/23 4,984,549 CF	176,906.58
01/25/2024	53072	GFL ENVIRONMENTAL USA INC	FY24 GARBAGE/RECYCLING/YARD WASTE DEC 20	25,593.36
01/25/2024	53073	JAY'S SEPTIC TANK SERVICE	PORT-A-JON RENTAL ABRAMS PARK-JAN 16 202	280.00
			PORT-A-JON RENTAL ELMS PARK -ADA & WINTE	<u>280.00</u>
				560.00



01/25/2024	53074 KCI	2024 ASSESSMENT NOTICES/POSTAGE ONLY	1,209.64
01/25/2024	53075 MEYERS, DONALD	UB refund for account: 0000107800	149.75
01/25/2024	53076 NATHAN HENRY	MILEAGE, MEALS N. HENRY11/1/23-01/03/24	133.81
01/25/2024	53077 REBECCA BOSAS	MILEAGE TO NEW HUDSON PICK UP GENERATOR	61.64
01/25/2024	53078 SALLY M ADAMS	RETIREE MEDICAL REIMB JULY- DEC 2023	1,566.00
01/25/2024	53079 SIMEN FIGURA & PARKER PLC	DEC 2023 MONTHLY INVOICE	1,968.50
01/25/2024	53080 SUBURBAN AUTO SUPPLY	PIPE FITTING	7.98
		TIRE SLIME	7.99
		ELECTRONIC CLEANER-PLOW	6.99
		ANTIFREEZE	56.97
		ANTIFREEZE	37.98
		LIGHTS- CAR WASH	21.97
		SMART STRAW	8.99
		SNOWBROM	33.98
			<u>182.85</u>
01/25/2024	53081 SUPER FLITE OIL CO INC	FUEL - DPW DEC 2023	449.40
01/25/2024	53082 SWARTZ CREEK AREA FIRE DEPT.	FIRE BUDGET JULY 2023-JUNE 2024	76,507.88
01/25/2024	53083 VC3 INC	MICROSOFT BUSNS STANDARD/EXCHANGE ONLINE	186.80
01/25/2024	53084 WILDRICK, LAUREN	UB refund for account: 0008352200	145.21
GEN TOTALS:			
Total of 106 Checks:			805,807.12
Less 2 Void Checks:			297.89
Total of 104 Disbursements:			<u>805,509.23</u>

# City of Swartz Creek

## Building Permit List

2023

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
<b>Building</b>							
PB2100076	01/03/23	DOUGLASS, RUSSELL		58-02-529-012	\$3,360	\$105.00 5058 MORRISH RD	48473-Res Garage detached
PB2200019	05/25/23	Home Pro Roofing	(810) 223 3001	58-36-529-001	\$0	\$100.00 7128 PARK RIDGE PKWY	48473-Roofing
PB2200021	05/24/23	Home Pro Roofing	(810) 223 3001	58-36-529-017	\$0	\$100.00 7151 PARK RIDGE PKWY	48473-Roofing
PB2200022	05/24/23	Home Pro Roofing	(810) 223 3001	58-36-530-008	\$0	\$100.00 4192 HICKORY LN	48473-Roofing
PB2200064	05/15/23	Renewal by Andersen	(734) 237 1065	58-03-626-024	\$4,951	\$115.00 9143 LUEA LN	48473-Res Add/Alter/Repair
PB2200075	01/25/23	Jerry's Manufactured Home Rer	(810) 893 4792	58-35-776-055	\$0	\$175.00 55 KINGSLEY	48473-Mobile Home
PB2300001	01/12/23	Ayotte Construction	(810) 955 3706	58-02-502-003	\$4,800	\$115.00 5228 WORCHESTER DR	48473-Res Add/Alter/Repair
PB2300002	02/02/23	C & L Ward Bros Co	(810) 652 6622	58-31-526-006	\$4,469	\$115.00 6144 MILLER RD	48473-Res Add/Alter/Repair
PB2300003	01/30/23	JMZ PROPERTIES LLC	(810) 232 2278	58-03-579-003	\$15,000	\$180.00 5404 DON SHENK DR	48473-Res Add/Alter/Repair
PB2300004	02/07/23	Foundation Systems of Michiga	(734) 838 3895	58-02-501-081	\$18,800	\$191.00 5023 WINSTON DR	48473-Res Add/Alter/Repair
PB2300005	02/27/23	SOTSEP 2022 LLC	8106919809	58-29-551-020	\$0	\$200.00 5286 MILLER RD	48473-Demolish Structure
PB2300006	03/09/23	Signs By Crannie	(810) 487 0000	58-36-576-013	\$16,000	\$183.00 7048 MILLER RD	48473-Sign
PB2300007	03/01/23	Brunell Construction LLC	(810) 252 8297	58-36-552-003	\$0	\$160.00 4505 MORRISH RD	48473-Demolish Structure
PB2300008	03/06/23	Lockhart Roofing Co.	(810) 235 9866	58-02-527-014	\$0	\$100.00 5019 BRADY ST	48473-Roofing
PB2300009	03/08/23	BSLM, LLC		58-36-677-002	\$30,000	\$1,325.00 7070 MILLER RD	48473-Com Add/Alter/Repair
PB2300010	03/14/23	Planc Services	(734) 246 3955	58-36-651-231	\$1,646	\$85.00 7376 CROSSCREEK DR	48473-Window Replacement
PB2300011	03/16/23	WOODSIDE BUILDERS, INC	(810) 635 2227	58-36-676-098	\$3,360	\$305.00 4279 ALEX MARIN DR	48473-Res Deck
PB2300012	03/20/23	C & L Ward Bros Co	(810) 652 6622	58-36-651-082	\$14,464	\$178.00 4411 SPRINGBROOK DR	48473-Window Replacement
PB2300013	03/30/23	Spectacular Signs	(313) 903 9033	58-36-677-002	\$6,315	\$135.00 7070 MILLER RD	48473-Sign
PB2300014	04/05/23	Home Pro Roofing	(810) 223 3001	58-36-527-020	\$12,152	\$100.00 4177 LOCUST LN	48473-Roofing
PB2300015	04/17/23	Andy's Roofing	(810) 762 5958	58-36-577-020	\$0	\$100.00 7151 MILLER RD	48473-Roofing
PB2300016	04/17/23	PARENTEAU, MARK N & TA	(810) 610 9264	58-35-576-010	\$29,120	\$272.00 4366 MORRISH RD	48473-Pole Barn
PB2300017	04/12/23	LUDWIG, LINDA	8105696395	58-36-676-038	\$12,600	\$223.00 4379 MAYA LN	48473-Res Add/Alter/Repair
PB2300018	04/27/23	Victors Home Solutions	(734) 335 1794	58-02-501-039	\$21,587	\$100.00 8522 CHELMSFORD DR	48473-Roofing

# City of Swartz Creek

## Building Permit List

2023

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
PB2300019	04/18/23	C & L Ward Bros Co	(810) 652 6622	58-36-530-005	\$31,606	\$100.00 4193 HICKORY LN	48473-Roofing
PB2300020	04/26/23	Lockhart Roofing Co.	(810) 235 9866	58-02-501-084	\$7,419	\$100.00 5043 WINSTON DR	48473-Roofing
PB2300021	04/27/23	TTHP Construction LLC	(810) 423 4978	58-36-527-015	\$15,000	\$100.00 7072 PARK RIDGE PKWY	48473-Roofing
PB2300024	06/15/23	Lutz Roofing Company Inc	(586) 739 1148	58-36-576-012	\$422,550	\$1,130.00 7084 MILLER RD	48473-Roofing
PB2300025	05/10/23	LYLE, MATTHEW & ANNA-	5174208407	58-03-533-077	\$0	\$100.00 5173 GREENLEAF DR	48473-Roofing
PB2300026	07/25/23	Renewal by Andersen	(734) 237 1065	58-03-531-066	\$23,395	\$205.00 9178 OAKVIEW DR	48473-Window Replacement
PB2300027	05/16/23	WOODSIDE BUILDERS, INC	(810) 635 2227	58-36-676-096	\$171,340	\$1,036.00 4265 ALEX MARIN DR	48473 Res Condo
PB2300028	05/17/23	Smolyanov Construction Co DE	(734) 255 3237	58-36-577-031	\$0	\$100.00 7257 MILLER RD	48473-Roofing
PB2300029	05/22/23	Lockhart Roofing Co.	(810) 235 9866	58-31-501-005	\$0	\$100.00 4025 ELMS RD	48473-Roofing
PB2300030	06/05/23	C & L Ward Bros Co	(810) 652 6622	58-36-528-003	\$3,232	\$105.00 7112 PARK RIDGE PKWY	48473-Window Replacement
PB2300031	07/03/23	Home Pro Roofing	(810) 223 3001	58-36-527-002	\$13,789	\$100.00 4177 SILVER MAPLE LN	48473-Roofing
PB2300032	06/12/23	Home Pro Roofing	(810) 223 3001	58-03-533-083	\$0	\$100.00 5213 GREENLEAF DR	48473-Roofing
PB2300033	06/19/23	D & W Windows & Enclosures	(810) 658 8777	58-03-533-038	\$17,572	\$188.00 9160 NORBURY DR	48473-Siding
PB2300034	06/14/23	SAIN, VALERIE	(248) 321 5597	58-03-531-080	\$3,024	\$155.00 9189 YOUNG DR	48473-Res Deck
PB2300035	06/19/23	C & L Ward Bros Co	(810) 652 6622	58-02-526-047	\$4,774	\$115.00 5110 MC LAIN ST	48473-Window Replacement
PB2300036	06/15/23	Webber Construction	(810) 407 8041	58-36-578-009	\$0	\$100.00 7198 MILLER RD	48473-Roofing
PB2300037	06/22/23	Tri County Roofing	(810) 732 7740	58-02-526-010	\$0	\$100.00 5067 SCHOOL ST	48473 Roofing
PB2300038	06/20/23	David Francis	(810) 691 4591	58-02-551-011	\$0	\$100.00 5271 WORCHESTER DR	48473-Roofing
PB2300039	06/21/23	Goods Roofing, Inc	(810) 653 7663	58-35-776-004	\$0	\$100.00 4 BROOKFIELD	48473-Roofing
PB2300040	07/03/23	FRANKO PROPERTIES, LLC		58-35-551-007	\$50,000	\$460.00 8512 MILLER RD	48473-Com Add/Alter/Repair
PB2300041	07/03/23	BUECHE TRUST	(810) 577 3866	58-36-529-006	\$0	\$100.00 7168 PARK RIDGE PKWY	48473-Roofing
PB2300042	07/03/23	William Molpus	(810) 629 6718	58-36-528-011	\$13,000	\$224.00 4186 RED OAK LN	48473-Res Deck
PB2300043	07/06/23	Victors Home Solutions	(734) 335 1794	58-36-578-008	\$18,240	\$100.00 7230 MILLER RD	48473-Roofing
PB2300044	07/20/23	Bedrock Building, Inc.	(810) 691 0808	58-01-100-024	\$0	\$100.00 5061 MORRISH RD	48473-Roofing
PB2300045	08/08/23	Lockhart Roofing Co.	(810) 235 9866	58-36-527-021	\$0	\$100.00 4187 LOCUST LN	48473-Roofing

# City of Swartz Creek

## Building Permit List

2023

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
PB2300046	08/08/23	Lockhart Roofing Co.	(810) 235 9866	58-02-551-015	\$0	\$100.00	5299 WORCHESTER DR 48473-Roofing
PB2300047	10/12/23	AMAG	(810) 230 9311	58-02-100-009	\$180,000	\$2,095.00	8603 MILLER RD 48473-Com Add/Alter/Repair
PB2300048	08/01/23	Home Pro Roofing	(810) 223 3001	58-36-300-023	\$9,946	\$100.00	4453 MORRISH RD 48473-Roofing
PB2300049	08/08/23	Todd Butzine / 1st Choice Deck	(248) 343 9233	58-36-527-021	\$20,000	\$245.00	4187 LOCUST LN 48473-Res Deck
PB2300050	08/10/23	C & L Ward Bros Co	(810) 652 6622	58-03-528-030	\$21,541	\$250.00	9148 CHELMSFORD DR 48473-Res Deck
PB2300051	08/17/23	Hanson's Window & Constructi	(248) 581 3030	58-03-533-165	\$0	\$100.00	5213 DURWOOD DR 48473-Roofing
PB2300052	10/11/23	Wobig Construction Co, Inc	(989) 752 1294	58-36-576-013	\$125,000	\$710.00	7048 MILLER RD 48473-Com Add/Alter/Repair
PB2300053	08/15/23	SMITH, BARRY & LAURIE	(810) 625 8018	58-03-531-071	\$20,000	\$295.00	5210 SEYMOUR RD 48473-Res Add/Alter/Repair
PB2300054	08/21/23	Greg Carter Builders LLC	(810) 275 5787	58-02-501-006	\$17,500	\$288.00	5184 DAVAL DR 48473-Res Deck
PB2300055	08/23/23	Home Pro Roofing	(810) 223 3001	58-02-529-023	\$11,334	\$100.00	8033 INGALLS ST 48473-Roofing
PB2300056	08/21/23	WIECHMANN, SEAN	(810) 515 0108	58-36-530-009	\$40,000	\$455.00	4182 HICKORY LN 48473-Res Utility Building
PB2300057	08/23/23	WOODSIDE BUILDERS, INC	(810) 635 2227	58-36-676-091	\$1,260	\$185.00	4250 ALEX MARIN DR 48473-Res Deck
PB2300058	08/29/23	C & L Ward Bros Co	(810) 652 6622	58-03-626-011	\$4,096	\$115.00	9106 LUEA LN 48473-Window Replacement
PB2300059	09/01/23	Sharp Construction LLC	(616) 222 0850	58-30-651-018	\$19,374	\$100.00	3482 CANTERBURY ST 48473-Roofing
PB2300060	08/31/23	D & J Carpentry LLC	(248) 521 1990	58-36-651-090	\$12,500	\$223.00	7437 CROSSCREEK DR 48473-Res Deck
PB2300061	09/19/23	Motor City Builders Inc.	(810) 210 5848	58-02-503-088	\$32,250	\$332.00	5127 WINSHALL DR 48473-Res Add/Alter/Repair
PB2300062	09/11/23	DOMESTIC REAL ESTATE II		58-36-552-003	\$50,000	\$435.00	4505 MORRISH RD 48473-Res Add/Alter/Repair
PB2300063	09/12/23	Bedrock Building, Inc.	(810) 691 0808	58-02-501-055	\$0	\$100.00	8511 CHESTERFIELD DR 48473-Roofing
PB2300064	09/14/23	THIELL, REBECCA	8105776943	58-31-501-002	\$0	\$25.00	4061 ELMS RD 48473-Fence
PB2300065	11/17/23	Home Pro Roofing	(810) 223 3001	58-36-529-011	\$14,987	\$100.00	7208 PARK RIDGE PKWY 48473-Roofing
PB2300066	10/10/23	Renewal by Andersen	(734) 237 1065	58-35-576-026	\$8,925	\$155.00	8098 MILLER RD 48473-Window Replacement
PB2300067	10/03/23	LETAVIS MILLER, LLC	(810) 577 2486	58-35-551-006	\$50,000	\$460.00	8486 MILLER RD 48473-Com Add/Alter/Repair
PB2300069	10/10/23	KELLEY, AMY	(810) 516 8739	58-02-526-009	\$6,689	\$135.00	5061 SCHOOL ST 48473-Res Utility Building
PB2300070	10/11/23	Renewal by Andersen	(734) 237 1065	58-36-651-144	\$6,029	\$135.00	4284 CHAPEL LN 48473-Res Add/Alter/Repair
PB2300071	10/13/23	WOODSIDE BUILDERS, INC	(810) 635 2227	58-36-676-093	\$179,445	\$1,179.00	4247 ALEX MARIN DR 48473-Res Condo

# City of Swartz Creek

## Building Permit List

2023

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction	
PB2300072	10/30/23	DRV Contractors, LLC	(586) 247 6480	58-02-100-006	\$159,000	\$653.00 1 DRAGON DR	48473 School Project	
PB2300073	10/30/23	Goods Roofing, Inc	(810) 653 7663	58-02-526-044	\$0	\$100.00 5140 MC LAIN ST	48473-Roofing	
PB2300074	11/13/23	Foundation Systems of Michiga (734) 838 3895		58-03-533-195	\$5,889	\$125.00 9171 NORBURY DR	48473-Res Add/Alter/Repair	
PB2300075	11/07/23	WOODSIDE BUILDERS, INC	(810) 635 2227	58-36-676-094	\$249,730	\$1,208.00 4251 ALEX MARIN DR	48473 Res Condo	
PB2300076	11/13/23	WOODSIDE BUILDERS, INC	(810) 635 2227	58-36-676-086	\$3,041	\$155.00 7197 RUSSELL DR	48473 Res Deck	
PB2300077	11/14/23	E&L Construction Group, Inc.	(810) 744 4300	58-02-100-006	\$977,480	\$3,542.00 1 DRAGON DR	48473 School Project	
PB2300078	11/15/23	NIEDZIELSKI, ALEXANDER	(810) 938 1346	58-36-100-005	\$0	\$100.00 7325 BRISTOL RD	48473-Roofing	
PB2300079	11/30/23	Hanson's Window & Constructi	(248) 581 3030	58-36-527-017	\$16,729	\$185.00 7088 PARK RIDGE PKWY	48473-Roofing	
PB2300080	11/29/23	Signs By Crannie	(810) 487 0000	58-36-552-001	\$4,200	\$115.00 4495 MORRISH RD	48473-Sign	
PB2300081	12/13/23	Scott Smith	(810) 691 9667	58-35-400-001	\$0	\$2,210.00 4290 MORRISH RD	48473-Demolish Structure	
PB2300082	01/03/24	Matthew Bell	(810) 610 0731	58-36-300-006	\$0	\$415.00 7316 MILLER RD	48473-Siding	
PB2300083	01/31/24	WURM, TRENTON	(248) 505 8990	58-29-551-007	\$67,800	\$563.00 5428 MILLER RD	48473-Res Add/Alter/Repair	
PB2300084	12/28/23	Lockhart Roofing Co.	(810) 235 9866	58-31-501-010	\$0	\$100.00 6483 BRISTOL RD	48473-Roofing	
PB2400001	01/24/24	J.W. Morgan Construction	(810) 635 9228	58-30-651-099	\$248,695	\$1,256.00 6217 BAINBRIDGE DR	48473-Res Condo	
<b>Total:</b>		<b>88 Permits</b>	<b>Value: \$3,557,005</b>		<b>Fee Total:</b>	<b>\$29,124.00</b>	Total Number of Dwelling Units	4

### Electrical

PE2200003	06/15/23	B & W Electric	(810) 397 4246	58-35-576-060	\$0	\$215.00 8138 MILLER RD	48473-Electrical
PE2300001	01/09/23	Consolidated Electrical Contrac	(517) 484 8413	58-36-527-002	\$0	\$144.00 4177 SILVER MAPLE LN	48473-Electrical
PE2300002	01/24/23	KB Electric	(810) 691 0595	58-36-676-091	\$0	\$390.00 4250 ALEX MARIN DR	48473 Electrical
PE2300003	01/24/23	KB Electric	(810) 691 0595	58-36-676-089	\$0	\$340.00 4264 ALEX MARIN DR	48473 Electrical
PE2300004	01/24/23	KB Electric	(810) 691 0595	58-36-676-097	\$0	\$405.00 4275 ALEX MARIN DR	48473 Electrical
PE2300005	02/01/23	Holland Heating & Cooling Inc	(810) 653 4328	58-03-531-104	\$0	\$134.00 5304 VALLEYVIEW DR	48473-Electrical
PE2300006	02/07/23	Foundation Systems of Michiga (734) 838 3895		58-02-501-081	\$0	\$140.00 5023 WINSTON DR	48473 Electrical

# City of Swartz Creek

## Building Permit List

2023

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
PE2300007	02/15/23	Commercial Refrigeration	(810) 235 1322	58-36-300-030	\$0	\$180.00	4369 ROUNDHOUSE RD 48473-Electrical
PE2300009	03/08/23	Goyette Mechanical	(810) 742 8530	58-36-530-014	\$0	\$134.00	7232 PARK RIDGE PKWY 48473-Electrical
PE2300010	03/07/23	A & DC Controls Inc	(248) 444 0030	58-36-576-012	\$0	\$210.00	7084 MILLER RD 48473-Electrical
PE2300011	03/14/23	Signs By Crannie	(810) 487 0000	58-36-576-013	\$0	\$136.00	7048 MILLER RD 48473-Electrical
PE2300012	03/20/23	Chapple Electric LLC	(810) 691 1948	58-35-776-069	\$0	\$146.00	69 ASHLEY CIR 48473-Electrical
PE2300013	03/20/23	SWEENEY, DENNIS	(810) 240 5459	58-36-577-020	\$0	\$140.00	7151 MILLER RD 48473-Electrical
PE2300014	03/22/23	Solar Reaction, LLC	(833) 972 7283	58-03-533-028	\$0	\$140.00	5351 SEYMOUR RD 48473-Electrical
PE2300015	03/29/23	KB Electric	(810) 691 0595	58-36-676-092	\$0	\$340.00	4246 ALEX MARIN DR 48473 Electrical
PE2300016	04/04/23	LJ Inc.	(810) 644 7769	58-03-533-177	\$0	\$140.00	5327 DURWOOD DR 48473-Electrical
PE2300017	04/04/23	Element Electrical Services	(248) 464 2332	58-03-527-001	\$0	\$205.00	9159 CHESTERFIELD DR 48473-Electrical
PE2300018	04/13/23	William Mark Szypa	(586) 382 1202	58-36-677-002	\$0	\$365.00	7070 MILLER RD 48473-Electrical
PE2300019	04/24/23	Craft Electrical Services LLC	(810) 931 2511	58-36-651-010	\$0	\$134.00	4470 COLONY CT 48473-Electrical
PE2300020	04/24/23	Commercial Refrigeration	(810) 235 1322	58-36-577-020	\$0	\$205.00	7151 MILLER RD 48473-Electrical
PE2300021	05/04/23	Chapple Electric LLC	(810) 691 1948	58-35-776-055	\$0	\$146.00	55 KINGSLEY 48473-Electrical
PE2300022	05/23/23	LJ Inc.	(810) 644 7769	58-03-532-016	\$0	\$140.00	5183 HELMSLEY DR 48473-Electrical
PE2300023	06/01/23	LJ Inc.	(810) 644 7769	58-36-526-043	\$0	\$140.00	4057 JENNIE LN 48473-Electrical
PE2300024	05/31/23	Morning Star Electric	(810) 397 7225	58-02-553-028	\$0	\$240.00	WINSHALL DR Electrical
PE2300025	05/30/23	KB Electric	(810) 691 0595	58-36-676-086	\$0	\$390.00	7197 RUSSELL DR 48473 Electrical
PE2300026	06/26/23	Capitol Supply & Service	(810) 785 4785	58-35-776-055	\$0	\$200.00	55 KINGSLEY 48473-Electrical
PE2300027	07/10/23	Energy Electric	(248) 866 8828	58-02-100-009	\$0	\$142.00	8603 MILLER RD 48473-Electrical
PE2300028	07/06/23	WILLIAMS, PATRICIA M TR	8109387249	58-02-503-003	\$0	\$202.00	5264 DON SHENK DR 48473-Electrical
PE2300029	07/03/23	Steele's Electric Inc	(989) 529 4671	58-35-551-007	\$0	\$225.00	8512 MILLER RD 48473-Electrical
PE2300030	06/29/23	Thomas Albright & Assoc Inc	(810) 659 7884	58-36-651-199	\$0	\$144.00	4285 SPRINGBROOK DR 48473-Electrical
PE2300031	07/12/23	Capitol Supply & Service	(810) 785 4785	58-35-776-069	\$0	\$135.00	69 ASHLEY CIR 48473-Electrical
PE2300032	07/25/23	LJ Inc.	(810) 644 7769	58-35-576-010	\$0	\$304.00	4366 MORRISH RD 48473-Electrical

# City of Swartz Creek

## Building Permit List

2023

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
PE2300033	08/08/23	Iliret Electric LLC	(313) 212 3223	58-02-100-009	\$0	\$636.00 8603 MILLER RD	48473-Electrical
PE2300034	08/08/23	Martin Electric Co	(810) 720 1911	58-02-200-023	\$0	\$140.00 5152 MORRISH RD	48473-Electrical
PE2300035	08/14/23	LJ Inc.	(810) 644 7769	58-02-200-036	\$0	\$156.00 8230 CRAPO ST	48473 Electrical
PE2300036	08/28/23	GENESEE COUNTY TREASU	8107305479	58-29-300-014	\$0	\$205.00 5323 MILLER RD	48473-Electrical
PE2300037	08/22/23	Crandell's Electrician Express	(810) 348 1129	58-02-501-092	\$0	\$134.00 5111 WORCHESTER DR	48473-Electrical
PE2300038	08/30/23	KB Electric	(810) 691 0595	58-36-676-096	\$0	\$340.00 4265 ALEX MARIN DR	48473 Electrical
PE2300039	09/06/23	LJ Inc.	(810) 644 7769	58-36-651-187	\$0	\$144.00 5901 CROSSCREEK DR	48473-Electrical
PE2300040	09/11/23	DOMESTIC REAL ESTATE II		58-36-552-003	\$0	\$275.00 4505 MORRISH RD	48473-Electrical
PE2300041	09/17/23	Propel Tech & Electric	(248) 422 9143	58-01-501-014	\$0	\$305.00 4534 RAUBINGER RD	48473 Electrical
PE2300042	09/27/23	Weber Electric	(810) 629 7034	58-02-503-088	\$0	\$222.00 5127 WINSHALL DR	48473-Electrical
PE2300043	10/12/23	Energy Electric	(248) 866 8828	58-02-100-009	\$0	\$136.00 8603 MILLER RD	48473-Electrical
PE2300044	10/02/23	Byers Electric Service Team	(810) 919 7004	58-02-553-022	\$0	\$140.00 5218 WINSHALL DR	48473-Electrical
PE2300045	10/02/23	Excel Fire LLC	(269) 743 9094	58-31-551-005	\$0	\$530.00 4315 ELMS RD	48473-Electrical
PE2300046	10/03/23	WIECHMANN, SEAN	(810) 515 0108	58-36-530-009	\$0	\$340.00 4182 HICKORY LN	48473-Electrical
PE2300047	10/10/23	LJ Inc.	(810) 644 7769	58-03-580-013	\$0	\$144.00 5421 WINSHALL DR	48473-Electrical
PE2300048	10/16/23	Holland Heating & Cooling Inc	(810) 653 4328	58-02-501-105	\$0	\$135.00 5189 OAKVIEW DR	48473-Electrical
PE2300049	10/16/23	Holland Heating & Cooling Inc	(810) 653 4328	58-36-526-078	\$0	\$136.00 7087 ABBEY LN	48473-Electrical
PE2300050	11/06/23	VOZAR, MICHAEL P		58-01-100-048	\$0	\$140.00 5151 MORRISH RD	48473-Electrical
PE2300051	11/07/23	Schwartz Contracting	(586) 918 0801	58-02-100-006	\$0	\$135.00 1 DRAGON DR	48473 Electrical
PE2300052	11/13/23	Foundation Systems of Michiga	(734) 838 3895	58-03-533-195	\$0	\$135.00 9171 NORBURY DR	48473-Electrical
PE2300053	11/27/23	LJ Inc.	(810) 644 7769	58-30-651-114	\$0	\$144.00 3355 HERITAGE BLVD	48473-Electrical
PE2300054	12/07/23	LJ Inc.	(810) 644 7769	58-01-100-048	\$0	\$220.00 5151 MORRISH RD	48473-Electrical
PE2400001	01/22/24	WURM, TRENTON	(248) 505 8990	58-29-551-007	\$0	\$340.00 5428 MILLER RD	48473-Electrical

**Total: 55 Permits**

**Value: \$0**

**Fee Total: \$11,883.00**

Total Number of Dwelling Units 0

# City of Swartz Creek

## Building Permit List

2023

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
<b>Mechanical</b>							
PM220051	01/25/23	Jerry's Manufactured Home Rer	(810) 893 4792	58-35-776-055	\$0	\$155.00	55 KINGSLEY 48473-Mechanical
PM230001	01/05/23	Ryan Strehlke	(231) 564 0036	58-36-651-002	\$0	\$195.00	4464 COLONY CT 48473-Mechanical
PM230002	01/10/23	BB Service Technician LLC	(810) 348 7255	58-36-676-091	\$0	\$390.00	4250 ALEX MARIN DR 48473 Mechanical
PM230003	01/12/23	DallAire Heating & Cooling	(810) 379 0322	58-36-527-002	\$0	\$155.00	4177 SILVER MAPLE LN 48473-Mechanical
PM230004	02/21/23	Hopkins Mechanical Services L	(989) 640 4033	58-36-576-013	\$0	\$305.00	7048 MILLER RD 48473-Mechanical
PM230005	02/15/23	DRF Installations	(630) 615 4580	58-35-776-149	\$0	\$135.00	149 SOMERSET ST 48473-Mechanical
PM230006	01/24/23	Miller-Boldt, Inc.	(586) 997 3300	58-02-200-036	\$0	\$160.00	8230 CRAPO ST 48473 Mechanical
PM230007	02/01/23	Holland Heating & Cooling	(810) 653 4328	58-03-531-104	\$0	\$135.00	5304 VALLEYVIEW DR 48473-Mechanical
PM230008	02/06/23	BB Service Technician LLC	(810) 348 7255	58-36-676-089	\$0	\$275.00	4264 ALEX MARIN DR 48473 Mechanical
PM230009	02/14/23	Parker's Propane	(810) 789 9117	58-02-504-010	\$0	\$150.00	8391 MILLER RD 48473-Mechanical
PM230010	04/03/23	Goyette Mechanical	(810) 742 8530	58-02-526-065	\$0	\$160.00	5027 FAIRCHILD ST 48473-Mechanical
PM230011	03/08/23	Dee Cramer Inc	(810) 579 4790	58-31-200-017	\$0	\$190.00	6273 MILLER RD 48473-Mechanical
PM230012	02/27/23	Terry Allen Plbg & Htg Co	(810) 232 8270	58-02-502-032	\$0	\$160.00	5221 WORCHESTER DR 48473-Mechanical
PM230013	03/02/23	BB Service Technician LLC	(810) 348 7255	58-36-676-097	\$0	\$340.00	4275 ALEX MARIN DR 48473 Mechanical
PM230014	03/08/23	SACK, ZACHARY	(810) 241 1403	58-36-551-007	\$0	\$230.00	7553 MASON ST 48473-Mechanical
PM230015	03/15/23	Goyette Mechanical	(810) 742 8530	58-36-300-009	\$0	\$200.00	7400 MILLER RD 48473 Mechanical
PM230016	03/28/23	Kallas Heating & Cooling	(810) 635 4159	58-36-526-050	\$0	\$195.00	7036 YARMY DR 48473-Mechanical
PM230017	03/28/23	BB Service Technician LLC	(810) 348 7255	58-36-676-092	\$0	\$405.00	4246 ALEX MARIN DR 48473 Mechanical
PM230018	04/06/23	Johnson & Wood, LLC	(810) 228 3636	58-03-527-001	\$0	\$140.00	9159 CHESTERFIELD DR 48473-Mechanical
PM230019	04/04/23	Holland Heating & Cooling	(810) 653 4328	58-36-529-026	\$0	\$160.00	4176 MOUNTAIN ASH LN 48473-Mechanical
PM230020	04/13/23	Dale Lawrence Bilbrey	(586) 222 1771	58-36-677-002	\$0	\$355.00	7070 MILLER RD 48473-Mechanical
PM230021	04/20/23	Staley's Plbg & Htg, Inc.	(810) 659 5572	58-36-651-240	\$0	\$195.00	7353 CROSSCREEK DR 48473 Mechanical
PM230022	04/25/23	Goyette Mechanical	(810) 742 8530	58-36-529-025	\$0	\$135.00	4186 MOUNTAIN ASH LN 48473-Mechanical
PM230023	05/01/23	Warren Systems Inc	(810) 691 0942	58-36-651-010	\$0	\$160.00	4470 COLONY CT 48473-Mechanical



# City of Swartz Creek

## Building Permit List

2023

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
PM230024	05/10/23	B B Service Technician	(810) 348 7255	58-36-676-086	\$0	\$535.00 7197 RUSSELL DR	48473 Mechanical
PM230025	05/10/23	Goyette Mechanical	(810) 742 8530	58-36-651-209	\$0	\$135.00 5927 CROSSCREEK DR	48473-Mechanical
PM230026	05/16/23	Kallas Heating & Cooling	(810) 635 4159	58-01-501-018	\$0	\$160.00 7399 MILLER RD	48473-Mechanical
PM230028	05/23/23	Staley's Plbg & Htg, Inc.	(810) 659 5572	58-36-651-210	\$0	\$190.00 5929 CROSSCREEK DR	48473-Mechanical
PM230029	05/23/23	Staley's Plbg & Htg, Inc.	(810) 659 5572	58-36-676-006	\$0	\$165.00 4358 MAYA LN	48473-Mechanical
PM230030	07/10/23	Blessing Co.	(810) 694 4861	58-31-526-012	\$0	\$190.00 6159 BRISTOL RD	48473-Mechanical
PM230031	06/12/23	DRF Installations	(630) 615 4580	58-03-533-158	\$0	\$135.00 5165 DURWOOD DR	48473-Mechanical
PM230032	06/12/23	Goyette Mechanical	(810) 742 8530	58-31-527-015	\$0	\$190.00 6203 MILLER RD	48473-Mechanical
PM230033	06/12/23	DRF Installations	(630) 615 4580	58-36-530-001	\$0	\$135.00 7211 PARK RIDGE PKWY	48473-Mechanical
PM230034	06/22/23	Capitol Supply & Service	(810) 785 4785	58-35-776-055	\$0	\$160.00 55 KINGSLEY	48473-Mechanical
PM230035	06/29/23	Thomas Albright & Assoc Inc	(810) 659 7884	58-36-651-199	\$0	\$160.00 4285 SPRINGBROOK DR	48473-Mechanical
PM230036	07/05/23	Randazzo Mechanical Htg & Cl	(586) 336 1111	58-36-578-014	\$0	\$200.00 7146 MILLER RD	48473-Mechanical
PM230037	07/12/23	Capitol Supply & Service	(810) 785 4785	58-35-776-069	\$0	\$160.00 69 ASHLEY CIR	48473-Mechanical
PM230038	08/16/23	Ecker Mechanical Cont Inc	(810) 742 8652	58-02-200-036	\$0	\$180.00 8230 CRAPO ST	48473 Mechanical
PM230039	07/31/23	DRF Installations	(630) 615 4580	58-02-501-037	\$0	\$135.00 8513 CHELMSFORD DR	48473-Mechanical
PM230040	07/26/23	Goyette Mechanical	(810) 742 8530	58-36-528-002	\$0	\$190.00 7104 PARK RIDGE PKWY	48473-Mechanical
PM230041	08/01/23	Goyette Mechanical	(810) 742 8530	58-80-317-003	\$0	\$160.00 9189 MILLER RD	48473 Mechanical
PM230042	08/08/23	Maurer Htg & Clg Co	(989) 723 4220	58-03-626-005	\$0	\$190.00 9142 LUEA LN	48473-Mechanical
PM230043	08/16/23	Blessing Co.	(810) 694 4861	58-01-100-007	\$0	\$190.00 5181 MORRISH RD	48473-Mechanical
PM230044	09/06/23	LJ Inc.	(810) 644 7769	58-36-651-187	\$0	\$160.00 5901 CROSSCREEK DR	48473-Mechanical
PM230045	09/11/23	Goyette Mechanical	(810) 742 8530	58-02-100-009	\$0	\$230.00 8603 MILLER RD	48473-Mechanical
PM230046	09/12/23	BB Service Technician LLC	(810) 348 7255	58-36-676-096	\$0	\$340.00 4265 ALEX MARIN DR	48473 Mechanical
PM230047	09/28/23	Unlimited Heating and Air LLC	(517) 404 9638	58-02-503-088	\$0	\$230.00 5127 WINSHALL DR	48473-Mechanical
PM230048	10/18/23	Hoffman Comfort Solutions LL	(810) 922 9008	58-02-526-036	\$0	\$195.00 5089 MC LAIN ST	48473-Mechanical
PM230049	10/16/23	Holland Heating & Cooling	(810) 653 4328	58-02-501-105	\$0	\$160.00 5189 OAKVIEW DR	48473-Mechanical

# City of Swartz Creek

## Building Permit List

2023

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
PM230050	10/24/23	Goyette Mechanical	(810) 742 8530	58-02-530-001	\$0 \$195.00	8034 MAPLE ST	48473-Mechanical
PM230051	11/06/23	Goyette Mechanical	(810) 742 8530	58-36-651-044	\$0 \$135.00	7513 ELIZABETH CT	48473-Mechanical
PM230052	11/06/23	Staley's Plbg & Htg, Inc.	(810) 659 5572	58-36-651-255	\$0 \$160.00	4261 LATIFEE CT	48473-Mechanical
PM230053	11/28/23	First Choice Htg & Clg LLC	(810) 750 8100	58-35-551-004	\$0 \$160.00	8468 MILLER RD	48473-Mechanical
PM230054	12/06/23	Oak Grove Heating and Cooling	(517) 618 7100	58-03-533-032	\$0 \$230.00	5379 SEYMOUR RD	48473-Mechanical
PM230055	12/06/23	CMN Consulting LLC	(810) 217 6973	58-36-530-009	\$0 \$275.00	4182 HICKORY LN	48473-Mechanical
PM230056	01/03/24	Blessing Co.	(810) 694 4861	58-03-533-004	\$0 \$160.00	5183 SEYMOUR RD	48473-Mechanical
PM230057	12/14/23	Mark Aldrich	(517) 223 4360	58-02-100-009	\$0 \$230.00	8603 MILLER RD	48473-Mechanical
PM230058	12/28/23	Hoffman Comfort Solutions LL	(810) 922 9008	58-36-651-077	\$0 \$200.00	4466 COLONY CT	48473-Mechanical
PM230059	12/28/23	Goyette Mechanical	(810) 742 8530	58-01-502-093	\$0 \$135.00	7479 WADE ST	48473-Mechanical
PM240001	01/10/24	Goyette Mechanical	(810) 742 8530	58-03-526-019	\$0 \$165.00	9162 CHESTERFIELD DR	48473-Mechanical
PM240002	01/22/24	Adkisson & Sons Htg & Clg Inc	(810) 695 9300	58-35-576-026	\$0 \$160.00	8098 MILLER RD	48473-Mechanical

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**Total: 61 Permits Value: \$0 Fee Total: \$12,160.00** Total Number of Dwelling Units 0

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### Plumbing

PP220026	01/25/23	Jerry's Manufactured Home Rer	(810) 893 4792	58-35-776-055	\$0 \$145.00	55 KINGSLEY	48473-Plumbing
PP220027	01/04/23	D & B Mechanical, Inc.	(810) 686 3590	58-03-533-196	\$0 \$155.00	9179 NORBURY DR	48473-Plumbing
PP230001	01/30/23	JMZ PROPERTIES LLC	(810) 232 2278	58-03-579-003	\$0 \$215.00	5404 DON SHENK DR	48473-Plumbing
PP230002	10/11/23	Stephen M Limas	(810) 621 9441	58-35-576-019	\$0 \$135.00	4278 MORRISH RD	48473-Plumbing
PP230003	02/08/23	Absolute Plumbing	(810) 820 8841	58-36-676-089	\$0 \$340.00	4264 ALEX MARIN DR	48473 Plumbing
PP230004	02/07/23	Foundation Systems of Michiga	(734) 838 3895	58-02-501-081	\$0 \$140.00	5023 WINSTON DR	48473 Plumbing
PP230005	02/28/23	Blessing Co.	(810) 694 4861	58-36-651-048	\$0 \$134.00	7461 COUNTRY MEADOWS DR	48473-Plumbing
PP230006	03/27/23	Absolute Plumbing	(810) 820 8841	58-36-676-097	\$0 \$405.00	4275 ALEX MARIN DR	48473 Plumbing
PP230007	03/29/23	Blessing Co.	(810) 694 4861	58-02-501-015	\$0 \$134.00	5205 DAVAL DR	48473-Plumbing

# City of Swartz Creek

## Building Permit List

2023

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
PP230008	04/10/23	R.C.C. Plumbing Inc.	(810) 955 1216	58-03-527-001	\$0	\$207.00 9159 CHESTERFIELD DR	48473- Plumbing
PP230009	04/13/23	George M Hurst	(586) 222 1771	58-36-677-002	\$0	\$349.00 7070 MILLER RD	48473- Plumbing
PP230010	04/25/23	Jeffers Plumbing Solutions Inc.	(810) 433 4949	58-36-676-092	\$0	\$535.00 4246 ALEX MARIN DR	48473 Plumbing
PP230011	05/10/23	Blessing Co.	(810) 694 4861	58-03-532-011	\$0	\$199.00 5143 HELMSLEY DR	48473- Plumbing
PP230012	05/10/23	Goyette Mechanical	(810) 742 8530	58-36-651-177	\$0	\$135.00 4280 SPRINGBROOK DR	48473- Plumbing
PP230013	05/17/23	Benjamin Franklin Plumbing	(810) 225 3192	58-03-576-009	\$0	\$134.00 9291 HILL RD	48473- Plumbing
PP230014	05/18/23	Absolute Plumbing	(810) 820 8841	58-36-676-086	\$0	\$455.00 7197 RUSSELL DR	48473 Plumbing
PP230015	06/27/23	WILLIAMS, PATRICIA M TR	8109387249	58-02-503-003	\$0	\$139.00 5264 DON SHENK DR	48473- Plumbing
PP230016	06/29/23	Quality Plumbing	(810) 624 0892	58-35-551-007	\$0	\$302.00 8512 MILLER RD	48473- Plumbing
PP230017	07/06/23	Blessing Co.	(810) 694 4861	58-02-553-010	\$0	\$134.00 5310 WINSHALL DR	48473- Plumbing
PP230018	09/06/23	Premier Plumbing	(517) 223 4360	58-02-100-009	\$0	\$296.00 8603 MILLER RD	48473- Plumbing
PP230019	08/21/23	Ryckman Contracting	(810) 223 7084	58-35-551-007	\$0	\$285.00 8512 MILLER RD	48473- Plumbing
PP230020	09/11/23	DOMESTIC REAL ESTATE II		58-36-552-003	\$0	\$275.00 4505 MORRISH RD	48473- Plumbing
PP230021	09/20/23	Jeffers Plumbing Solutions Inc.	(810) 433 4949	58-36-676-096	\$0	\$405.00 4265 ALEX MARIN DR	48473 Plumbing
PP230022	09/25/23	Lucas L White	(989) 239 1523	58-02-503-088	\$0	\$213.00 5127 WINSHALL DR	48473- Plumbing
PP230023	10/03/23	WIECHMANN, SEAN	(810) 515 0108	58-36-530-009	\$0	\$340.00 4182 HICKORY LN	48473- Plumbing
PP230024	10/18/23	Blessing Co.	(810) 694 4861	58-03-526-015	\$0	\$134.00 9128 CHESTERFIELD DR	48473- Plumbing
PP230025	11/06/23	Terry Allen Plbg & Htg Co	(810) 232 8270	58-02-527-005	\$0	\$134.00 5020 BRADY ST	48473- Plumbing
PP230026	11/13/23	Foundation Systems of Michiga	(734) 838 3895	58-03-533-195	\$0	\$140.00 9171 NORBURY DR	48473- Plumbing
PP230027	12/04/23	Ballard Plbg Co	(810) 691 9077	58-36-300-030	\$0	\$137.00 4369 ROUNDHOUSE RD	48473- Plumbing
PP240001	01/03/24	Jeffers Plumbing Solutions Inc.	(810) 433 4949	58-36-676-093	\$0	\$340.00 4247 ALEX MARIN DR	48473 Plumbing
PP240002	01/31/24	WURM, TRENTON	(248) 505 8990	58-29-551-007	\$0	\$275.00 5428 MILLER RD	48473- Plumbing

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**Total:      31 Permits      Value: \$0      Fee Total:      \$7,366.00      Total Number of Dwelling Units      0**

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# City of Swartz Creek

## Building Permit List

2023

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
<b>Right of Way</b>							
PROW-0197	02/13/23	SPOONER, BRYAN S & ROB		58-36-300-007	\$0	\$100.00	7336 MILLER RD 48473-Right of way
PROW-0229	02/15/23	BANACKI PROPERTIES INC		58-02-100-010	\$0	\$100.00	9001 MILLER RD 48473-Right of way
PROW-0246	02/08/23	Comcast Corporation		58-35-677-004	\$0	\$100.00	8020 FORTINO DR 48473 Right of way
PROW-0247	02/08/23	Comcast Communications		58-35-677-001	\$0	\$100.00	4446 MORRISH RD 48473 Right of way
PROW-0248	03/06/23	CONSUMERS ENERGY COR		58-29-551-020	\$0	\$100.00	5286 MILLER RD 48473-Right of way
PROW-0249	04/03/23	Comcast Corporation		58-35-677-003	\$0	\$100.00	4450 MORRISH RD 48473 Right of way
PROW-0250	04/10/23	JW Restoration Concepts Inc	(248) 789 0060	58-02-526-027	\$0	\$100.00	8197 MILLER RD 48473-Right of way
PROW-0251	04/10/23	JW Restoration Concepts Inc	(248) 789 0060	58-03-533-062	\$0	\$100.00	5238 GREENLEAF DR 48473-Right of way
PROW-0252	04/10/23	JW Restoration Concepts Inc	(248) 789 0060	58-03-533-072	\$0	\$100.00	5172 GREENLEAF DR 48473-Right of way
PROW-0253	04/10/23	JW Restoration Concepts Inc	(248) 789 0060	58-03-533-121	\$0	\$100.00	5338 DURWOOD DR 48473-Right of way
PROW-0254	05/03/23	JW Restoration Concepts Inc	(248) 789 0060	58-03-533-067	\$0	\$100.00	5206 GREENLEAF DR 48473-Right of way
PROW-0255	05/08/23	Kleinfelder	(508) 397 8351	58-01-100-032	\$0	\$100.00	5023 HOLLAND DR 48473-Right of way
PROW-0256	05/03/23	CONSUMERS ENERGY COR		58-35-677-001	\$0	\$100.00	4446 MORRISH RD 48473 Right of way
PROW-0257	05/09/23	JW Restoration Concepts Inc	(248) 789 0060	58-03-533-073	\$0	\$100.00	5166 GREENLEAF DR 48473-Right of way
PROW-0258	05/08/23	WOODSIDE BUILDERS, INC	(810) 635 2227	58-36-676-096	\$0	\$100.00	4265 ALEX MARIN DR 48473 Right of way
PROW-0259	05/09/23	JW Restoration Concepts Inc	(248) 789 0060	58-02-503-091	\$0	\$100.00	5145 WINSHALL DR 48473-Right of way
PROW-0260	05/09/23	JW Restoration Concepts Inc	(248) 789 0060	58-03-533-125	\$0	\$100.00	5312 DURWOOD DR 48473 Right of way
PROW-0261	05/09/23	JW Restoration Concepts Inc	(248) 789 0060	58-03-533-064	\$0	\$100.00	5226 GREENLEAF DR 48473-Right of way
PROW-0262	05/16/23	JW Restoration Concepts Inc	(248) 789 0060	58-03-533-056	\$0	\$100.00	5290 GREENLEAF DR 48473-Right of way
PROW-0263	05/18/23	JW Restoration Concepts Inc	(248) 789 0060	58-02-503-097	\$0	\$100.00	5179 WINSHALL DR 48473-Right of way
PROW-0264	05/23/23	JW Restoration Concepts Inc	(248) 789 0060	58-03-533-052	\$0	\$100.00	5318 GREENLEAF DR 48473-Right of way
PROW-0265	06/12/23	JW Restoration Concepts Inc	(248) 789 0060	58-03-533-073	\$0	\$100.00	5166 GREENLEAF DR 48473-Right of way
PROW-0268	06/15/23	Gary Marchbanks		58-02-504-010	\$0	\$100.00	8391 MILLER RD 48473-Right of way
PROW-0269	06/26/23	CONSUMERS ENERGY COR		58-03-533-145	\$0	\$100.00	5166 DURWOOD DR 48473-Right of way

02/06/24

# City of Swartz Creek Building Permit List 2023

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee		Location	Type of Construction
PROW-0270	08/09/23	CONSUMERS ENERGY COR		58-01-501-014	\$0	\$100.00	4534 RAUBINGER RD 48473	Right of way
PROW-0283	08/23/23	CONSUMERS ENERGY		58-31-501-011	\$0	\$100.00	6467 BRISTOL RD 48473	Right of way
PROW-0284	11/06/23	CONSUMERS ENERGY COR		58-36-578-015	\$0	\$100.00	7138 MILLER RD 48473	Right of way
PROW-0285	10/10/23	WOODSIDE BUILDERS, INC	(810) 635 2227	58-36-676-093	\$0	\$100.00	4247 ALEX MARIN DR 48473	Right of way
PROW-0286	10/12/23	Tushim Concrete Contracting L	(810) 814 0706	58-36-100-012	\$0	\$100.00	7265 BRISTOL RD 48473	Right of way
PROW-0287	10/26/23	Comcast Corporation		58-29-551-027	\$0	\$100.00	3380 DYE RD 48507	Right of way
PROW-0288	11/01/23	WOODSIDE BUILDERS, INC	(810) 635 2227	58-36-676-094	\$0	\$100.00	4251 ALEX MARIN DR 48473	Right of way
PROW-0289	11/06/23	CONSUMERS ENERGY COR		58-03-531-071	\$0	\$100.00	5210 SEYMOUR RD 48473	Right of way
PROW-0290	11/06/23	CONSUMERS ENERGY		58-02-503-052	\$0	\$100.00	8427 CAPPY LN 48473	Right of way
PROW-0291	11/06/23	CONSUMERS ENERGY		58-02-503-022	\$0	\$100.00	8444 CAPPY LN 48473	Right of way
PROW-0292	11/14/23	GAGE, SHAWN M & MIDDLE		58-03-533-171	\$0	\$100.00	5275 DURWOOD DR 48473	Right of way
PROW-0293	11/09/23	JURATICH, THOMAS & VAL		58-02-503-056	\$0	\$100.00	5157 DON SHENK DR 48473	Right of way
PROW-0294	11/16/23	CONSUMERS ENERGY COR		58-03-580-013	\$0	\$100.00	5421 WINSHALL DR 48473	Right of way
PROW-0295	11/16/23	CONSUMERS ENERGY COM		58-03-533-061	\$0	\$100.00	5246 GREENLEAF DR 48473	Right of way
PROW-0296	11/16/23	CONSUMERS ENERGY COM		58-36-551-006	\$0	\$100.00	7557 MASON ST 48473	Right of way
PROW-0297	11/20/23	CONSUMERS ENERGY COR		58-01-100-048	\$0	\$100.00	5151 MORRISH RD 48473	Right of way
PROW-0298	12/06/23	CONSUMERS ENERGY		58-29-551-002	\$0	\$100.00	5472 MILLER RD 48473	Right of way
PROW-0299	12/06/23	CONSUMERS ENERGY		58-36-551-001	\$0	\$100.00	4463 MORRISH RD 48473	Right of way
PROW-0300	12/06/23	CONSUMERS ENERGY		58-31-501-011	\$0	\$100.00	6467 BRISTOL RD 48473	Right of way
PROW-0301	01/17/24	J.W. Morgan Construction	(810) 635 9228	58-30-651-099	\$0	\$100.00	6217 BAINBRIDGE DR 48473	Right of way
<b>Total:</b>		<b>44 Permits</b>		<b>Value: \$0</b>		<b>Fee Total: \$4,400.00</b>	Total Number of Dwelling Units 0	

**Zoning**

PZ21-0014 City Council Packet 05/04/23 AGAINST THE GRAIN HAIR 58-02-529-019 57 \$2,355 \$95.00 8053 MILLER RD 48473- Sign February 12, 2024

# City of Swartz Creek

## Building Permit List

2023

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
PZ22-0025	01/30/23	FREEDOM PROPERTIES OF	8106913478	58-35-576-048	\$0	\$25.00 8006 MILLER RD	48473-Miscellaneous
PZ23-0001	04/20/23	PARENTEAU, CHAD	8188140671	58-36-526-043	\$0	\$25.00 4057 JENNIE LN	48473-Shed
PZ23-0002	02/13/23	WEIERSHAUSER, MICHAEL	(810) 965 5362	58-30-651-114	\$10,322	\$25.00 3355 HERITAGE BLVD	48473-Fence
PZ23-0003	03/22/23	BASSAKYROS, GREGORY &	8104231904	58-03-531-087	\$0	\$25.00 5203 BIRCHCREST DR	48473-Fence
PZ23-0004	04/04/23	CRAFTS, JO ANN		58-02-503-045	\$4,374	\$25.00 8371 CAPPY LN	48473-Fence
PZ23-0005	04/20/23	PARENTEAU, CHAD	8188140671	58-36-526-043	\$6,000	\$25.00 4057 JENNIE LN	48473-Fence
PZ23-0006	09/11/23	TWA Construction	(989) 288 0821	58-03-533-106	\$0	\$25.00 5381 GREENLEAF DR	48473-Fence
PZ23-0007	05/04/23	ANTHONY, ABNER & VANE	(810) 624 2914	58-30-651-052	\$5,645	\$25.00 6235 ST CHARLES PASS	48473-Fence
PZ23-0008	05/09/23	FERRIS, DEAN & JOAN	(810) 635 3733	58-03-533-145	\$706	\$25.00 5166 DURWOOD DR	48473-Fence
PZ23-0009	05/15/23	EGLOFF, CAROL	(810) 635 3980	58-03-533-146	\$4,000	\$25.00 5152 DURWOOD DR	48473-Fence
PZ23-0010	05/22/23	YAMBRICK, JOSEPH & AND	(810) 210 4657	58-02-526-010	\$17,800	\$25.00 5067 SCHOOL ST	48473 Fence
PZ23-0011	05/30/23	DODE, KRISTI	(810) 820 0972	58-36-528-004	\$0	\$25.00 7120 PARK RIDGE PKWY	48473-Shed
PZ23-0012	06/05/23	YOUNG, DESIREE	(810) 919 9748	58-02-530-038	\$1,738	\$25.00 8077 CRAPO ST	484731Shed
PZ23-0013	09/13/23	Justice Fence	(269) 964 1596	58-35-200-007	\$0	\$25.00 4140 MORRISH RD	48473-Fence
PZ23-0014	06/08/23	AUSTIN, JOSEPHINA	(810) 219 0822	58-02-501-017	\$5,082	\$25.00 5202 OAKVIEW DR	48473-Fence
PZ23-0015	07/10/23	I Signs & Designs	(586) 759 5706	58-02-100-009	\$9,000	\$230.00 8603 MILLER RD	48473-Sign
PZ23-0016	06/29/23	WRAIGHT, DEBRA	(810) 820 0956	58-02-527-023	\$1,500	\$25.00 8096 INGALLS ST	48473-Fence
PZ23-0017	07/17/23	PASSMORE, JUSTIN & CHES	(810) 618 1452	58-36-526-053	\$10,000	\$25.00 7074 ABBEY LN	48473-Fence
PZ23-0018	07/10/23	VAN NORWICK, ERIK JAME	(810) 523 4529	58-31-100-010	\$6,000	\$25.00 6363 BRISTOL RD	48473-Shed
PZ23-0019	09/25/23	SHUMAKER, ROGER JR & D	8108458235	58-02-200-022	\$2,070	\$25.00 5144 MORRISH RD	48473-Fence
PZ23-0020	10/09/23	FREEDOM PROPERTIES OF	8106913478	58-35-576-048	\$0	\$25.00 8006 MILLER RD	48473-Miscellaneous
PZ23-0021	08/30/23	INOUE, SUSUMU	(810) 513 7602	58-03-626-006	\$1,826	\$25.00 9140 LUEA LN	48473-Fence
PZ23-0022	09/06/23	HAUCH, KATHRYN	8106918574	58-02-503-011	\$1,500	\$25.00 5202 DON SHENK DR	48473-Fence
PZ23-0023	09/07/23	Justice Fence	(269) 964 1596	58-02-503-010	\$1,313	\$25.00 5208 DON SHENK DR	48473-Fence
PZ23-0024	09/13/23	D&D Development	(810) 728 4252	58-02-501-069	\$2,600	\$25.00 5072 WINSTON DR	48473-Fence

# City of Swartz Creek Building Permit List 2023

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
PZ23-0025	10/26/23	I Signs & Designs	(586) 759 5706	58-02-100-009	\$4,000	\$105.00 8603 MILLER RD	48473-Sign
PZ23-0026	10/17/23	Micaela Miles	(810) 962 0016	58-01-100-040	\$0	\$25.00 8013 MILLER RD	48473-Miscellaneous
PZ24-0001	01/26/24	Bella's Book Nook & Cafe LLC	(810) 955 2335	58-35-576-047	\$0	\$25.00 8010 MILLER RD	48473-Miscellaneous
<b>Total:</b>		<b>29 Permits</b>	<b>Value: \$97,831</b>	<b>Fee Total:</b>	<b>\$1,080.00</b>	Total Number of Dwelling Units	<b>0</b>

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**Permit Total: 308      Value: \$3,654,836      Fee Total: \$66,013.00**

Permit.DateIssued Between 1/1/2023 12:00:00 AM AND 1/31/2024 11:59:59 PM

# Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
7146 MILLER RD	58-36-578-014	Status	01/02/2024	01/02/2024	Complied
5403 SEYMOUR RD	58-03-533-033	Ordinance	01/02/2024	01/02/2024	Violation(s)
8603 MILLER RD	58-02-100-009	Final Zoning	01/02/2024	01/02/2024	Approved
8603 MILLER RD	58-02-100-009	Final Zoning	01/02/2024	01/02/2024	Approved
5165 DURWOOD DR	58-03-533-158	Final	01/02/2024	01/02/2024	Approved
4505 MORRISH RD	58-36-552-003	Rough & Insulation	01/02/2024	01/02/2024	Approved
4186 RED OAK LN	58-36-528-011	Final	01/02/2024	01/02/2024	Approved
8603 MILLER RD	58-02-100-009	Final	01/02/2024	01/02/2024	Approved
8603 MILLER RD	58-02-100-009	Final	01/02/2024	01/02/2024	Approved
7230 MILLER RD	58-36-578-008	Final	01/02/2024	01/02/2024	Approved
7316 MILLER RD	58-36-300-006	Status	01/03/2024	01/03/2024	No Change
8060 MILLER RD	58-35-576-029	Status	01/04/2024	01/04/2024	Complied
4247 ALEX MARIN DR	58-36-676-093	Underground	01/04/2024	01/04/2024	Approved
4265 ALEX MARIN DR	58-36-676-096	Final	01/04/2024	01/04/2024	Approved
4466 COLONY CT	58-36-651-077	Final	01/04/2024	01/04/2024	Approved
8603 MILLER RD	58-02-100-009	Rough & Above Ceil	01/08/2024	01/08/2024	Partially Approv
5090 FAIRCHILD ST	58-02-526-081	Status	01/09/2024	01/09/2024	Partially Comple
4247 ALEX MARIN DR	58-36-676-093	Basement floor	01/09/2024	01/09/2024	Approved
5064 WINSTON DR	58-02-501-070	Ordinance	01/09/2024	01/09/2024	No Violation
8522 MILLER RD	58-35-551-008	Site Inspection	01/09/2024	01/09/2024	Partially Comple
8603 MILLER RD	58-02-100-009	Final	01/09/2024	01/09/2024	Canceled
8603 MILLER RD	58-02-100-009	Final	01/09/2024	01/09/2024	Canceled
4261 LATIFEE CT	58-36-651-255	Final	01/09/2024	01/09/2024	Approved
4495 MORRISH RD	58-36-552-001	Final	01/09/2024	01/09/2024	Approved
7524 MILLER RD	58-36-300-019	Follow Up	01/10/2024	01/10/2024	Violation(s)
6218 MILLER RD	58-31-526-016	Initial	01/11/2024	01/11/2024	Violation(s)
7049 MILLER RD	58-36-577-011	Follow Up	01/11/2024	01/11/2024	Locked Out
6165 MILLER RD	58-31-527-009	Status	01/16/2024	01/16/2024	Violation(s)
5291 WORCHESTER DR	58-02-551-014	Initial	01/16/2024	01/22/2024	Complied
7594 MILLER RD	58-36-552-004	Follow Up	01/16/2024	01/22/2024	Locked Out
7325 BRISTOL RD	58-36-100-005	Final	01/17/2024	01/17/2024	Approved
5202 DURWOOD DR	58-03-533-140	Initial	01/18/2024	01/22/2024	Complied
7146 MILLER RD	58-36-578-014	Final	01/18/2024	01/18/2024	Approved
5090 FAIRCHILD ST	58-02-526-081	Status	01/22/2024		
7168 PARK RIDGE PKWY	58-36-529-006	Final-Admin	01/22/2024	01/22/2024	Approved
5428 MILLER RD	58-29-551-007	Service	01/22/2024	01/22/2024	Disapproved



# Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
8522 MILLER RD	58-35-551-008	Site Inspection	01/23/2024	01/23/2024	Complied
8603 MILLER RD	58-02-100-009	Final	01/23/2024	01/23/2024	Approved
8603 MILLER RD	58-02-100-009	Final	01/23/2024	01/23/2024	Approved
9162 CHESTERFIELD DR	58-03-526-019	Final	01/23/2024	01/23/2024	Approved
8603 MILLER RD	58-02-100-009	Final	01/23/2024	01/23/2024	Approved
4165 MORRISH RD	58-36-751-001	Status	01/24/2024	01/24/2024	No Change
5200 MORRISH RD	58-02-200-032	Final-Admin	01/24/2024	01/24/2024	Approved
5064 WINSTON DR	58-02-501-070	Status	01/25/2024	01/25/2024	No Violation
5428 MILLER RD	58-29-551-007	Service-Reinspection	01/25/2024	01/25/2024	Approved
5403 SEYMOUR RD	58-03-533-033	Status	01/30/2024		

**Inspections: 46**

Population: All Records

Inspection.DateTimeScheduled Between 1/1/2024 12:00:00 AM AND 1/31/2024 11:59:59 PM

# Certificates With Inspections

02/06/2024

Certificate Number	Address	Date Applied	Since	Issued	Last Inspection	Expires	Status
CR240002	5368 DURWOOD DR	01/08/2024	01/08/2024	01/08/2024		01/08/2026	Suspended
Initial	JKEY	Corey Jarbeau	Scheduled				
CR240003	5202 DURWOOD DR	01/16/2024	01/16/2024	01/16/2024	01/22/2024	01/16/2027	Certified
Initial	KBROWN	Corey Jarbeau	Completed	Complied			

Population: All Records

Record Count: 2

Certificate.DateIssued Between 1/1/2024 12:00:00 AM  
AND 1/31/2024 11:59:59 PM

# Enforcements By Category

02/06/24

## BLIGHT

Enforcement Number	Address	Status	Filed	Closed
E24-001	5064 WINSTON DR	No Violation	01/08/24	01/25/24
			<b>Total Entries: 1</b>	

## FIRE COST RECOVERY

Enforcement Number	Address	Status	Filed	Closed
E24-003	5403 SEYMOUR RD	Proceeding with Der	01/30/24	
			<b>Total Entries: 1</b>	

## SP NON-COMPLIANCE

Enforcement Number	Address	Status	Filed	Closed
E24-002	8522 MILLER RD	Resolved	01/09/24	01/23/24
			<b>Total Entries: 1</b>	

**Total Records: 3**

Population: All Records  
Enforcement.DateFiled Between 1/1/2024 12:00:00 AM AND 1/31/2024 11:59:00 PM

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

02/06/24

Work Order # Work Order Status	Location ID	Customer Name Service Address	Date Recd Date Comp	Type
CKME23-0529 COMPLETED	LI10-004272-0000-01	BRIGGS, CAROL 4272 LINDSEY DR	01/04/24 01/04/24	CHECK METER
CKME23-0530 COMPLETED	BR20-006211-0000-04	YOUNT, SAVANNAH 6211 BRISTOL RD	01/05/24 01/05/24	CHECK METER
FLAG24-0262 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	01/05/24 01/04/24	LOWER/RAISE FLAG
FLAG24-0263	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	01/31/24	LOWER/RAISE FLAG
FNRD24-2299	OA10-005247-0000-04	RUTHERFORD, HOLLY 5247 OAKVIEW DR	01/18/24	FINAL READ
MNT24-0443 COMPLETED	CI10-008095-0000-01	PERKINS LIBRARY 8095 CIVIC DR	01/03/24 01/05/24	BUILDING MAINTENAI
MNT24-0444 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	01/05/24 01/05/24	BUILDING MAINTENAI
MNT24-0446 COMPLETED	CI10-008095-0000-01	PERKINS LIBRARY 8095 CIVIC DR	01/16/24 01/16/24	BUILDING MAINTENAI
MNT24-0447	CI10-008095-000B-01	SENIOR CENTER 8095 CIVIC DR 000B	01/31/24	BUILDING MAINTENAI
MTRP23-0716 COMPLETED	MI10-006206-0000-01	HAWLEY, DOUGLAS 6206 MILLER RD	01/03/24 01/03/24	METER REPAIR
MTRP24-0717 COMPLETED	CE10-009289-0000-06	WILDRICK, LAUREN 9289 CEDAR CREEK CT	01/05/24 01/05/24	METER REPAIR
MTRP24-0718 COMPLETED	MC10-005140-0000-04	DAVIS, SHARON 5140 MC LAIN ST	01/30/24 01/30/24	METER REPAIR
SETM24-0119 CANCELLED	MI10-005428-0000-16	WURN, TRENTON 5428 MILLER RD	01/31/24 01/31/24	SET METER
SI-000079 COMPLETED	MI10-008077-0000-02	KALLAS, JULIE 8077 MILLER RD	01/05/24 01/05/24	SIGNS
SI-000080 COMPLETED	MI10-008077-0000-02	KALLAS, JULIE 8077 MILLER RD	01/29/24 01/29/24	SIGNS
SWBK24-0100 COMPLETED	HE10-005182-0000-03	VIEAU, CHERIE 5182 HELMSLEY DR	01/25/24 01/25/24	SEWER BACKUP
SWBK24-0101 COMPLETED	CH20-009135-0000-02	BORDEAU, JOHN 9135 CHESTERFIELD DR	01/29/24 01/29/24	SEWER BACKUP
SWBK24-0102	WO10-005142-0000-03	HERALD, LORI 5142 WORCHESTER DR	01/29/24	SEWER BACKUP
WOFF24-2727 COMPLETED	WI20-005120-0000-03	HINKLEY, BRANDY 5120 WINSTON DR	01/23/24 01/23/24	WATER TURN OFF
WOFF24-2728	WI20-005123-0000-03	ROOKER, MICHAEL 5123 WINSTON DR	01/23/24	WATER TURN OFF

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
WOFF24-2729 COMPLETED	DA10-005197-0000-07	HOGAN, KWAME 5197 DAVAL DR	01/23/24 01/23/24	WATER TURN OFF
WOFF24-2730 COMPLETED	WI10-005200-0000-10	CALDWELL, TIM 5200 WINSHALL DR	01/23/24 01/23/24	WATER TURN OFF
WOFF24-2731 COMPLETED	CA10-008366-0000-08	VALDEZ, LORIANN 8366 CAPPY LN	01/23/24 01/23/24	WATER TURN OFF
WTON24-1655 COMPLETED	WI20-005120-0000-03	HINKLEY, BRANDY 5120 WINSTON DR	01/23/24 01/23/24	WATER TURN ON
WTON24-1656 COMPLETED	WI10-005200-0000-10	CALDWELL, TIM 5200 WINSHALL DR	01/23/24 01/23/24	WATER TURN ON
WTON24-1657 COMPLETED	CA10-008366-0000-08	VALDEZ, LORIANN 8366 CAPPY LN	01/24/24 01/24/24	WATER TURN ON

Total Records: 26

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Report Generated: 2/6/2024 1:02 PM

Report Options: Scheduled From: 1/1/2024 To: 1/31/2024

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# PROPOSAL

DEVELOPED FOR  
ROB BINCSIK  
CITY OF SWARTZ CREEK

8083 CIVIC DRIVE  
SWARTZ CREEK, MI 48473

November 7, 2023

## KEEPING DRINKING WATER SAFE FOR INDUSTRIES AND MUNICIPALITIES

For over 30 years, HydroCorp™ has been dedicated to safe drinking water for companies and communities across North America. Fortune 500 firms, metropolitan centers, utilities, small towns and businesses – all rely on HydroCorp to protect their water systems, averting backflow contamination and the acute health risks and financial liabilities it incurs.



CROSS-CONNECTION  
CONTROL / BACKFLOW  
PREVENTION

WATER SYSTEM  
SURVEYS / AUDITS

PIPE SYSTEM MAPPING  
AND LABELING

WATER SAMPLING  
AND ANALYSIS / RISK  
ASSESSMENTS

PROGRAM  
AND PROJECT  
MANAGEMENT

COMPLIANCE  
ASSISTANCE /  
DOCUMENTATION



MICHIGAN CORPORATE OFFICE  
5700 Crooks Road, Suite 100  
Troy, MI 48098  
800.690.6651 TOLL FREE  
248.250.5000 PHONE  
248.786.1788 FAX GENERAL  
info@hydrocorpinc.com EMAIL

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PROFESSIONAL SERVICE AGREEMENT .....4-10

QUALIFICATIONS ..... 11

## SCOPE OF WORK

Based on our conversations, HydroCorp™ will provide the following services to the City of Swartz Creek. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the City with the necessary data and information to maintain compliance with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Water Bureau Cross Connection Control Regulations. Once this project has been approved and accepted by the City and HydroCorp, you may expect completion of the following elements within a two (2) year period. The components of the project include:

1. Annually, perform a minimum of **34** initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities, and miscellaneous water users within the City served by the public water supply for cross-connections. Inspections will be conducted in accordance with the EGLE Water Bureau Cross Connection Control regulations.
2. Generate all backflow prevention assembly test notices, non-compliance notices and coordinate/monitor backflow prevention assembly testing compliance for all backflow prevention assemblies.
3. Perform administrative functions including: answering water user telephone calls, scheduling of inspections, mailing of all notices, verification of backflow prevention assembly tester credentials & proper testing results, and general customer service and program education inquiries.
4. Generate and document the required program data for the facilities using the HydroCorp Software Data Management Program.
5. Submit comprehensive management reports on a quarterly basis.
6. Conduct an annual review meeting to discuss the overall program status and recommendations.
7. Provide up to six- (6) ASSE-approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers (i.e., combination) per facility as required in order to place a facility into immediate compliance at the time of inspection.
8. Prepare the annual State of Michigan EGLE Water Bureau Cross Connection Report.
9. Assist the City with a community-wide public relations program, including general awareness brochures and customized website cross-connection control program overview content and resources.
10. Provide ongoing support via phone, fax, internet, text or email.

The above services will be provided for:

<b>Monthly Amount: \$ 357.00</b>	<b>Annual Amount: \$ 4,284.00</b>	<b>Contract Total: \$ 8,568.00</b>
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The contract amount is based on a 24-month period. HydroCorp will invoice in 24 equal amounts of \$ 357.00.



# PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this INSERT DATE by and between the City of Swartz Creek, organized and existing under the laws of the State of Michigan, referred to as “Utility,” and HydroCorp™ a Michigan Corporation, referred to as “HydroCorp”.

WHEREAS, the Utility supplies potable water throughout its corporate boundary to property owners; and desires to enter into a professional services contract for cross-connection control program inspection, reporting, and management services.

WHEREAS, HydroCorp is experienced in and capable of supplying professional inspection of potable water distribution systems and cross-connection control program management to the Utility, and the Utility desires to engage HydroCorp to act as its independent contractor in its cross-connection control program.

WHEREAS, the Utility has the authority under the laws of the State of Michigan and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

## ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HydroCorp as an independent contractor to inspect and document its findings on its potable water distribution system in public, commercial and industrial facilities within the community. Each party to this Agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water users’ facilities, complete and accurate data is not always available.

## ARTICLE II. Scope of Services

The scope of services to be provided by HydroCorp under this Agreement will include the inspections/surveys, program administration, answering telephone call inquires, scheduling of inspections, program compliance review, public education materials, preparation of quarterly management reports, and annual cross connection reports with respect to the facilities to the extent specifically set forth in this Article II (hereinafter the “Scope of Services”). Should other reports/services be included within the Scope of Services, the same shall be appended to this Agreement as Exhibit 1.

**2.1 PROGRAM REVIEW/PROGRAM START UP MEETING.** HydroCorp will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
  - Inspection Notice
  - Compliance Notice
  - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility.
- Prioritize Inspections (Utility owned buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities.



- Establish facility inspection schedule.
- Review/establish procedures and protocols for addressing specific hazards.
- Review/establish high-hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools.
- Review/establish educational and public awareness brochures.

**2.2 INSPECTIONS.** HydroCorp will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with the Department of Environment, Great Lakes and Energy Cross Connection Control Rules.

- *Initial Inspection* – the first time a HydroCorp representative inspects a facility for cross-connections. The degree of hazard will be assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
- *Compliance Inspection* – subsequent visit by a HydroCorp representative to a facility that was non-compliant during the *Initial Inspection* to verify that corrective action was completed and meets the program requirements.
- *Re-Inspection* – Revisit by a HydroCorp representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (one or five year re-inspection cycle, as agreed to by the parties).

**2.3 INSPECTION SCHEDULE.** HydroCorp shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility’s designated contact person. The initial check in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

**2.4 PROGRAM DATA.** HydroCorp will generate and document the required program data for the Facility Types listed in the Scope of Services using the HydroCorp Software Data Management Program. Program Data shall remain property of the Utility; however, the HydroCorp Software Data Management program shall remain the property of HydroCorp and can be purchased for an additional fee. Data services will include:

- Prioritize and schedule inspections.
- Notify users of inspections, backflow device installation and testing requirements if applicable.
- Monitor inspection compliance using the HydroCorp online software management program.
- Maintain the program to comply with all EGLE regulations.

**2.5 MANAGEMENT REPORTS.** HydroCorp will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to the Utility. Reports to include the following information:

- Name, location, and date of inspections
- Number of facilities inspected/surveyed
- Number of facilities compliant/non-compliant

**2.6 REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE.** HydroCorp will review or assist in the development of a cross-connection control ordinance. Items for review include:

- Code adoption references, standard operational procedures, program notice documentation, reporting procedures, and reference standards.
- Penalties for noncompliance.



- 2.7 VACUUM BREAKERS.** HydroCorp will provide up to six (6) ASSE-approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.
- 2.8 PUBLIC RELATIONS PROGRAM.** HydroCorp will assist the Utility with a community-wide public relations program, including general awareness brochures and website cross-connection control program content.
- 2.9 SUPPORT.** HydroCorp will provide ongoing support via phone, fax, text, website, or email for the contract period.
- 2.10 FACILITY TYPES.** The facility types included in the program are as follows:
- Industrial
  - Institutional
  - Commercial
  - Miscellaneous Water users
  - Multifamily
- Complex Facilities.** Large industrial and high-hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. (HydroCorp typically allows a maximum of up to three (3) hours of inspection time per facility.) An independent cross-connection control survey (at the business owner's expense) may be required at these larger/complex facilities, and the results submitted to the Utility to help verify program compliance.
- 2.11 INSPECTION TERMS.** HydroCorp will perform a minimum of **68** inspections over a two-year contract period. The total inspections include all initial inspections, compliance, and re-inspections. *Vacant facilities that have been provided to HydroCorp, scheduled no show, or refusal of inspection will count as an inspection/site visit for purposes of the contract.*
- 2.12 COMPLIANCE WITH DEPARTMENT OF ENVIRONMENT, GREAT LAKES AND ENERGY (EGLE).** HydroCorp will assist in compliance with EGLE and Michigan Plumbing Code cross-connection control program requirements for all commercial, industrial, institutional, residential, multifamily, and public authority facilities.
- 2.13 POLICY MANUAL.** HydroCorp will review and/or develop a comprehensive cross-connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of the Utility.
- 2.14 INVENTORY.** HydroCorp shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model, and serial number if applicable.
- 2.15 DATA MANAGEMENT.** HydroCorp shall provide data management and program notices for all inspection services throughout the contract period.
- 2.16 ANNUAL YEAR-END REVIEW.** HydroCorp will conduct an on-site annual year-end review meeting to discuss the overall program status and specific program recommendations.
- 2.17 CROSS-CONNECTION CONTROL BROCHURES.** HydroCorp will provide approximately **152** cross-connection control educational brochures for the duration of the Agreement.
- 2.18 INSURANCE.** HydroCorp will provide all required copies of general liability, workers' compensation, and errors and omissions insurance naming the Utility as an additional insured if required.



### ARTICLE III. Responsibilities of the Utility

- 3.1 UTILITY’S REPRESENTATIVE.** On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative (“Authorized Representative”) to administer this Agreement.
- 3.2 COMPLIANCE WITH LAWS.** The Utility, with the technical and professional assistance of HydroCorp, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing, and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.
- 3.3 NOTICE OF LITIGATION.** In the event that the Utility or HydroCorp has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative proceedings, investigations or other proceedings in connection with this Agreement, the party receiving such notice or undertaking of such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings.
- 3.4 FACILITY LISTING.** The Utility must provide HydroCorp a complete list of facilities to be inspected, including facility name, type of service connection, address, contact person, and phone number, (if available). *Electronic file format, such as Microsoft Excel, etc., is required. An additional one-time fee to manually enter the facility listing will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be returned to the Utility contact, and corrected addresses will be requested.*
- 3.5 LETTERHEAD/LOGO.** The Utility will provide HydroCorp with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only. (300 dpi in either .eps, or other high-quality image format for printing.)

### ARTICLE IV. Term, Compensation, and Changes in Scope of Services

- 4.1 TERM AND TERMINATION TERM.** Services by HydroCorp under this Agreement shall commence on **February 1, 2024**, and end two- (2) years from such date unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this Agreement within ninety (90) days of its receipt. Failure to execute this Agreement within the ninety (90) day period shall deem the proposed terms void.
- 4.2 RENEWAL.** Upon the expiration of this two-year agreement, unless either party provides written notice of termination not less than 60 days prior to the expiration of the initial term (or any such renewal term) this agreement will automatically renew in (1) year term increments. Inflationary adjustments to each renewal term will be equal to the annual Consumer Price Index as measured in the Utilities local/regional area at the time of renewal or 4% whichever is greater.
- 4.3 TERMINATION.** The Utility or HydroCorp may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts for work performed by HydroCorp.
- 4.4 BASE COMPENSATION.** The Utility shall pay HydroCorp as compensation (“Base Compensation”) for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, **\$357.00 per month, \$4,284.00 annually, for a two-year contract total of \$8,568.00.** Completed inspections shall consist of all initial inspections, re-inspections, and compliance inspections as defined in section 2.2.



- 4.5 PAYMENT OF INVOICES.** Upon presentation of invoices by HydroCorp, all payments including base and other compensation shall be due and payable on the first day of each month (due date) after the month for which services have been rendered. All such payments shall be made no later than thirty (30) days after the due date. Failure to pay shall be deemed a default under this Agreement. For any payment to HydroCorp which is not made within thirty (30) calendar days after the due date, HydroCorp, shall receive interest at one and one-half (1½) percent per month on the unpaid balance.
- 4.6 CHANGES IN SCOPE OF SERVICES.** In the event that the Utility requests and HydroCorp consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility's water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HydroCorp shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility or additional costs incurred in meeting new or changed government regulations or reporting requirements.
- 4.7 CLIENT CONFIDENTIALITY.** Disclosure of all communications between HydroCorp and the Utility regarding business practices and other methods and forms of doing business is subject to the provisions of Michigan Freedom of Information Act. HydroCorp agrees to make available for inspection and copying all records in its possession created, produced, collected, or otherwise related to this Agreement to the same extent as if the records were maintained by the Utility. HydroCorp expressly acknowledges and agrees that its obligations concerning Freedom of Information Act and compliance regarding records related to this Agreement should not be limited by copyright, license, privacy and/or confidentiality except as authorized under the Freedom of Information Act.
- 4.8 ACCESSIBILITY.** Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.
- 4.9 CONFINED SPACES.** – HydroCorp personnel will not enter confined spaces.

#### **ARTICLE V. Risk Management and General Provisions**

- 5.1 INFORMATION.** Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete to the best of their knowledge, yet due to the inaccessible nature of water piping or lack of access provided by property owner/water user, complete accurate data is not always available. Cross-connection control inspection and results are documented as of a specific date. The property owner and/or water user may make modifications to the potable water system after the inspection date that may impact compliance with the program.
- 5.2 LIMITATION OF LIABILITY.** HydroCorp's liability to the Utility for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages in an amount not to exceed or within the limits of the insurance coverage provided hereunder. HydroCorp shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action.



**5.3 HYDROCORP INSURANCE.** HydroCorp currently maintains the following insurance coverage's and limits:

	<u>Occurrence</u>	<u>Aggregate</u>
Comprehensive General Liability	\$1 Million	\$2 Million
Excess Umbrella Liability	\$5 Million	\$5 Million
Automobile Liability (Combined Single Limit)	\$1 Million	
Worker's Compensation/ Employer's Liability	\$1 Million	
Errors and Omissions	\$2 Million	\$2 Million

Within thirty (30) calendar days of the start of the project, HydroCorp shall furnish the Utility with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to the Utility while this Agreement is in effect. The Utility shall be named as an additional insured according to its interest under the general liability policy during the term of this Agreement.

**5.4 UTILITY INSURANCE.** The Utility will maintain liability insurance on an all-risk basis and including extended coverage for matters set forth in this Agreement.

**5.5 RELATIONSHIP.** The relationship of HydroCorp to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HydroCorp shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.

**5.6 ENTIRE AGREEMENT AMENDMENTS.** This Agreement contains the entire Agreement between the Utility and HydroCorp, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.

**5.7 HEADINGS, ATTACHMENTS, AND EXHIBITS.** The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as integral parts of this Agreement.

**5.8 WAIVER.** The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

**5.9 ASSIGNMENT.** This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.

**5.10 FORCE MAJEURE.** A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires, explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.

**5.11 AUTHORITY TO CONTRACT.** Each party warrants and represents that it has authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.

**5.12 GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any dispute between the parties, with both parties' consent, may be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, Any



arbitration award or determination shall be final and binding and any court of competent jurisdiction may enter a judgment on such award which shall be enforceable in the same manner as any other judgment of the such court. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Michigan, venue by the presiding County. The parties hereby consent to the personal jurisdiction of said court within the State of Michigan.

**5.13 COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

**5.14 NOTICES.** All notices, requests, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to HydroCorp:

HydroCorp  
c/o Mark Martin  
5700 Crooks Road, Ste. 100  
Troy, MI 48337  
(248) 250-5005

If to Utility:

City of Swartz Creek  
c/o Rob Bincsik  
8083 Civic Court  
Swartz Creek, MI 48473  
(810) 955-5978

**5.15 SEVERABILITY.** Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion, which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

## SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

### City of Swartz Creek

\_\_\_\_\_  
By: Rob Bincsik  
Title: Director of Public Works

### HydroCorp



\_\_\_\_\_  
By: Paul M. Patterson  
Its: Senior Vice President





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# Appendix

## Specific Qualifications & Experience

**HydroCorp™** is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost-effective and professionally managed cross-connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 70,000 Cross Connection Control Inspections **annually**.
- HydroCorp tracks and manages over 135,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely, and courteous manner. Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross-connection control training classes.
- HydroCorp currently serves over 370 communities in Michigan, Wisconsin, Maryland, Delaware, Virginia & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars, and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.





# PROPOSAL

DEVELOPED FOR  
**ROB BINCSIK**  
CITY OF SWARTZ CREEK

8083 CIVIC DRIVE  
SWARTZ CREEK, MI 48473

January 25, 2024

## KEEPING DRINKING WATER SAFE FOR INDUSTRIES AND MUNICIPALITIES

For over 30 years, HydroCorp™ has been dedicated to safe drinking water for companies and communities across North America. Fortune 500 firms, metropolitan centers, utilities, small towns and businesses – all rely on HydroCorp to protect their water systems, averting backflow contamination and the acute health risks and financial liabilities it incurs.



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SCOPE OF WORK .....3

PROFESSIONAL SERVICE AGREEMENT..... 4-10

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## SCOPE OF WORK

Based on our conversations, HydroCorp™ will provide the following services to the City of Swartz Creek. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the City with the necessary data and information to maintain compliance with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Water Bureau Cross Connection Control Regulations. Once this project has been approved and accepted by the City and HydroCorp, you may expect completion of the following elements within a two (2) year period. The components of the project include:

1. Annually, perform a minimum of **184** initial inspections, compliance inspections, and re-inspections at individual residential properties located within the City served by the public water supply for cross-connections. Inspections will be conducted in accordance with the EGLE Water Bureau Cross Connection Control regulations.
2. Generate all backflow prevention assembly test notices, non-compliance notices and coordinate/monitor backflow prevention assembly testing compliance for all backflow prevention assemblies.
3. Perform administrative functions including: answering water user telephone calls, scheduling of inspections, mailing of all notices, verification of backflow prevention assembly tester credentials & proper testing results and general customer service and program education inquiries.
4. Generate and document the required program data for the facilities using the HydroCorp Software Data Management Program.
5. Submit comprehensive management reports on a quarterly basis.
6. Conduct an annual review meeting to discuss overall program status and recommendations.
7. Provide up to four- (4) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers, (i.e. combination) per facility as required, in order to place a facility into immediate compliance at the time of inspection.
8. Prepare the annual State of Michigan EGLE Water Bureau Cross Connection Report.
9. Assist the City with a community-wide public relations program, including general awareness brochures and customized website cross-connection control program overview content and resources.
10. Provide ongoing support via phone, fax, internet, text or email.

The above services will be provided for:

<b>Monthly Amount: \$ 1,325.00</b>	<b>Annual Amount: \$ 15,900.00</b>	<b>Contract Total: \$ 31,800.00</b>
------------------------------------	------------------------------------	-------------------------------------

The contract amount is based on a 24-month period. HydroCorp will invoice in 24 equal amounts of \$ 1,325.00.

# PROFESSIONAL SERVICE AGREEMENT

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WHEREAS, the Utility supplies potable water throughout its corporate boundary to property owners and desires to enter into a professional services contract for cross-connection control program inspection, reporting, and management services.

WHEREAS, HydroCorp is experienced in and capable of supplying professional inspection of potable water distribution systems and cross-connection control program management to the Utility, and the Utility desires to engage HydroCorp to act as its independent contractor in its cross-connection control program.

WHEREAS, the Utility has the authority under the laws of the State of Michigan and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

## ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HydroCorp as an independent contractor to inspect and document its findings on its potable water distribution system in public, commercial and industrial facilities within the community. Each party to this Agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water users’ facilities, complete and accurate data is not always available.

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- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
  - Inspection Notice
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- Review/establish procedure for vacant facilities.



- Establish facility inspection schedule.
- Review/establish procedures and protocol for addressing specific hazards.
- Review/establish high hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools.
- Review/establish educational and public awareness brochures.

**2.2 INSPECTIONS.** HydroCorp will perform initial inspections, compliance inspections, and re-inspections at individual residential properties within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with the Department of Environment, Great Lakes, and Energy Cross Connection Control Rules.

- *Initial Inspection* – the first time a HydroCorp representative inspects a facility for cross-connections. The degree of hazard will be assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of the facility (facility will be either compliant or non-compliant after this inspection).
- *Compliance Inspection* – subsequent visit by a HydroCorp representative to a facility that was non-compliant during the *Initial Inspection* to verify that corrective action was completed and meets the program requirements.
- *Re-Inspection* – Revisit by a HydroCorp representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (five-year to ten-year re-inspection cycle, as agreed to by the parties).

**2.3 INSPECTION SCHEDULE.** HydroCorp shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility’s designated contact person. The initial check-in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

**2.4 PROGRAM DATA.** HydroCorp will generate and document the required program data for the Facility Types listed in the Scope of Services using the HydroCorp Software Data Management Program. Program Data shall remain the property of the Utility; however, the HydroCorp Software Data Management program shall remain the property of HydroCorp and can be purchased for an additional fee. Data services will include:

- Prioritize and schedule inspections.
- Notify users of inspections, backflow device installation, and testing requirements if applicable.
- Monitor inspection compliance using the HydroCorp online software management program.
- Maintain a program to comply with all EGLE regulations.

**2.5 MANAGEMENT REPORTS.** HydroCorp will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to the Utility. Reports to include the following information:

- Name, location, and date of inspections
- Number of facilities inspected/surveyed
- Number of facilities compliant/non-compliant

**2.6 REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE.** HydroCorp will review or assist in the development of a cross-connection control ordinance. Items for review include:

- Code adoption references, standard operational procedures, program notice documentation, reporting procedures and preference standards.
- Penalties for noncompliance.



- 2.7 VACUUM BREAKERS.** HydroCorp will provide up to four (4) ASSE-approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.
- 2.8 PUBLIC RELATIONS PROGRAM.** HydroCorp will assist the Utility with a community-wide public relations program including general awareness brochures and website cross-connection control program content.
- 2.9 SUPPORT.** HydroCorp will provide ongoing support via phone, fax, text, website, or email for the contract period.
- 2.10 FACILITY TYPES.** The facility types included in the program are as follows:
- Residential
- 2.11 INSPECTION TERMS.** HydroCorp will perform a minimum of **368** inspections over a two-year contract period. The total inspections include all initial inspections, compliance, and re-inspections. *Vacant facilities that have been provided to HydroCorp, scheduled no show or refusal of inspection will count as an inspection/site visit for purposes of the contract.*
- 2.12 COMPLIANCE WITH DEPARTMENT OF ENVIRONMENT, GREAT LAKES AND ENERGY (EGLE).** HydroCorp will assist in compliance with EGLE, Michigan Plumbing Code, and Michigan Residential Code cross-connection control program requirements for all single and multi-family properties.
- 2.13 POLICY MANUAL.** HydroCorp will review and/or develop a comprehensive cross-connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of the Utility.
- 2.14 INVENTORY.** HydroCorp shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model, and serial number if applicable.
- 2.15 DATA MANAGEMENT.** HydroCorp shall provide data management and program notices for all inspection services throughout the contract period.
- 2.16 ANNUAL YEAR-END REVIEW.** HydroCorp will conduct an on-site annual year-end review meeting to discuss the overall program status and specific program recommendations.
- 2.17 CROSS-CONNECTION CONTROL BROCHURES.** HydroCorp will provide approximately **368** cross-connection control educational brochures for the duration of the Agreement.
- 2.18 INSURANCE.** HydroCorp will provide all required copies of general liability, workers' compensation and errors and omissions insurance naming the Utility as an additional insured if required.



### ARTICLE III. Responsibilities of the Utility

- 3.1 UTILITY'S REPRESENTATIVE.** On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative ("Authorized Representative") to administer this Agreement.
- 3.2 COMPLIANCE WITH LAWS.** The Utility, with the technical and professional assistance of HydroCorp, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing, and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.
- 3.3 NOTICE OF LITIGATION.** In the event that the Utility or HydroCorp has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative proceedings, investigations or other proceedings in connection with this Agreement, the party receiving such notice or undertaking of such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings
- 3.4 FACILITY LISTING.** The Utility must provide HydroCorp a complete list of facilities to be inspected, including facility name, type of service connection, address, contact person, and phone number, (if available). *Electronic file format such as Microsoft Excel, etc. is required. An additional one-time fee to manually enter facility listing will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.*
- 3.5 LETTERHEAD/LOGO.** The Utility will provide HydroCorp with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only. (300 dpi in either .eps, or other high quality image format for printing.)

### ARTICLE IV. Term, Compensation and Changes in Scope of Services

- 4.1 TERM AND TERMINATION TERM.** Services by HydroCorp under this Agreement shall commence on **February 1, 2024**, and end two- (2) years from such date unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this Agreement within ninety (90) days of its receipt. Failure to execute this Agreement within the ninety (90) day period shall deem the proposed terms void.
- 4.2 RENEWAL.** Upon the expiration of this two-year agreement, unless either party provides written notice of termination not less than 60 days prior to the expiration of the initial term (or any such renewal term) this agreement will automatically renew in (1) year term increments. Inflationary adjustments to each renewal term will be equal to the annual Consumer Price Index as measured in the Utilities local/regional area at the time of renewal or 4% whichever is greater.
- 4.3 TERMINATION.** The Utility or HydroCorp may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts for work performed by HydroCorp.
- 4.4 BASE COMPENSATION.** The Utility shall pay HydroCorp as compensation ("Base Compensation") for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, **\$1,325.00 per month, \$15,900.00 annually, for a two-year contract total of \$31,800.00.** Completed inspections shall consist of all initial inspections, re-inspections, and compliance inspections as defined in section 2.2.





- 4.5 PAYMENT OF INVOICES.** Upon presentation of invoices by HydroCorp, all payments including base and other compensation shall be due and payable on the first day of each month (due date) after the month for which services have been rendered. All such payments shall be made no later than thirty (30) days after the due date. Failure to pay shall be deemed a default under this Agreement. For any payment to HydroCorp which is not made within thirty (30) calendar days after the due date, HydroCorp, shall receive interest at one and one-half (1½) percent per month on the unpaid balance.
- 4.6 CHANGES IN SCOPE OF SERVICES.** In the event that the Utility requests and HydroCorp consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility's water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HydroCorp shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility or additional costs incurred in meeting new or changed government regulations or reporting requirements.
- 4.7 CLIENT CONFIDENTIALITY.** Disclosure of all communications between HydroCorp and the Utility regarding business practices and other methods and forms of doing business is subject to the provisions of Michigan Freedom of Information Act. HydroCorp agrees to make available for inspection and copying all records in its possession created, produced, collected, or otherwise related to this Agreement to the same extent as if the records were maintained by the Utility. HydroCorp expressly acknowledges and agrees that its obligations concerning Freedom of Information Act and compliance regarding records related to this Agreement should not be limited by copyright, license, privacy and/or confidentiality except as authorized under the Freedom of Information Act.
- 4.8 ACCESSIBILITY.** Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.
- 4.9 CONFINED SPACES.** – HydroCorp personnel will not enter confined spaces.

#### **ARTICLE V. Risk Management and General Provisions**

- 5.1 INFORMATION.** Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete to the best of their knowledge, yet due to the inaccessible nature of water piping or lack of access provided by property owner/water user, complete accurate data is not always available. Cross-connection control inspection and results are documented as of a specific date. The property owner and/or water user may make modifications to the potable water system after the inspection date that may impact compliance with the program.
- 5.2 LIMITATION OF LIABILITY.** HydroCorp's liability to the Utility for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages in an amount not to exceed or within the limits of the insurance coverage provided hereunder. HydroCorp shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action.





**5.3 HYDROCOP INSURANCE.** HydroCorp currently maintains the following insurance coverage's and limits:

	<u>Occurrence</u>	<u>Aggregate</u>
Comprehensive General Liability	\$1 Million	\$2 Million
Excess Umbrella Liability	\$5 Million	\$5 Million
Automobile Liability (Combined Single Limit)	\$1 Million	
Worker's Compensation/ Employer's Liability	\$1 Million	
Errors and Omissions	\$2 Million	\$2 Million

Within thirty (30) calendar days of the start of the project, HydroCorp shall furnish the Utility with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to the Utility while this Agreement is in effect. The Utility shall be named as an additional insured according to its interest under the general liability policy during the term of this Agreement.

**5.4 UTILITY INSURANCE.** The Utility will maintain liability insurance on an all-risk basis and including extended coverage for matters set forth in this Agreement.

**5.5 RELATIONSHIP.** The relationship of HydroCorp to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HydroCorp shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.

**5.6 ENTIRE AGREEMENT AMENDMENTS.** This Agreement contains the entire Agreement between the Utility and HydroCorp, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.

**5.7 HEADINGS, ATTACHMENTS, AND EXHIBITS.** The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as integral parts of this Agreement.

**5.8 WAIVER.** The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

**5.9 ASSIGNMENT.** This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.

**5.10 FORCE MAJEURE.** A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires, explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.

**5.11 AUTHORITY TO CONTRACT.** Each party warrants and represents that it has authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.

**5.12 GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any dispute between the parties, with both parties' consent, may



be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, Any arbitration award or determination shall be final and binding and any court of competent jurisdiction may enter a judgment on such award which shall be enforceable in the same manner as any other judgment of the such court. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Michigan, venue by the presiding County. The parties hereby consent to the personal jurisdiction of said court within the State of Michigan.

**5.13 COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

**5.14 NOTICES.** All notices, requests, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to HydroCorp:

HydroCorp  
c/o Mark Martin  
5700 Crooks Road, Ste. 100  
Troy, MI 48337  
(248) 250-5005

If to Utility:

City of Swartz Creek  
c/o Rob Bincsik  
8083 Civic Drive  
Swartz Creek, MI 48473  
(810) 955-5978

**5.15 SEVERABILITY.** Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion, which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

## SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

### City of Swartz Creek

\_\_\_\_\_  
By: Rob Bincsik  
Title: Director of Public Works

### HydroCorp



\_\_\_\_\_  
By: Paul M. Patterson



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## Appendix

### Specific Qualifications & Experience

**HydroCorp™** is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost-effective and professionally managed cross-connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 70,000 Cross Connection Control Inspections **annually**.
- HydroCorp tracks and manages over 135,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely, and courteous manner. Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross-connection control training classes.
- HydroCorp currently serves over 370 communities in Michigan, Wisconsin, Maryland, Delaware, Virginia & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.





Baker Tilly Investment Services,  
a Division of Baker Tilly Wealth  
Management, LLC  
8365 Keystone Crossing – Suite 300  
PO Box 40458  
Indianapolis, IN 46240-0458  
United States of America  
  
Tel: +1 (317) 465-1531  
Fax: +1 (317) 465-1550  
www.bakertilly.com

January 17, 2024

Adam Zettel  
City Manager  
City of Swartz Creek  
8983 Civic Center Drive  
Swartz Creek, MI 48473

RE: Bond Proceeds Investment and Arbitrage Rebate Services

Dear Adam:

This Engagement Letter (the “Agreement”) confirms our mutual understanding regarding the retention of Baker Tilly Investment Services, a Division of Baker Tilly Wealth Management, LLC (“Adviser”) by the City of Swartz Creek, Michigan (the “Client”) as their investment adviser to perform the services hereinafter described, and Adviser accepts such appointment.

Section 1. Appointment of Adviser. Adviser shall be responsible for the investment and reinvestment of assets (as defined below) in the account(s) designated by Client to be subject to Adviser’s management (the “Account”). The Account shall consist of cash, securities and other assets (which assets together with all distributions related thereto and all additions, substitutions and alterations thereto are referred to herein as the “Assets”) which (i) Client transfers, delivers or causes to be transferred or delivered into the Account with the acceptance of Adviser, (ii) are held by a qualified custodian designated by Client in Exhibit A, attached hereto, and (iii) become a part of the Account as a result of Account activity of which Adviser has notice. Client may make addition to and withdrawals from the Account; provided that any withdrawal does not materially adversely affect the ability to complete any open transactions.

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Baker Tilly Investment Services, a Division of Baker Tilly Wealth Management, LLC, a registered investment advisor. Baker Tilly Wealth Management, LLC, is controlled by Baker Tilly US, LLP. Baker Tilly US, LLP, is an independently owned and managed member of Baker Tilly International. © 2021 Baker Tilly Wealth Management, LLC

Adviser shall have full discretion and authority to buy, sell, hold, exchange, convert or otherwise deal with the Assets in the Account in a manner consistent with the investment strategy selected by Client and to perform any and all acts deemed by Adviser to be necessary or appropriate in connection with any of the foregoing, including without limitation, (i) effecting transactions for such purposes in accounts with one or more brokers, dealers, banks or other entities as Adviser may select, including affiliates of Adviser as permitted by law, (ii) executing and delivering such further documents or instruments for and on behalf of Client and the Account as Adviser deems necessary or appropriate to carry out its responsibilities under this Agreement, and (iii) issuing instructions to any custodian of Assets. Adviser's discretionary authority is subject to the limitations or restrictions as are set forth in this Agreement, the terms of any investment management policy adopted by the Client (the "Investment Policy") and any restrictions imposed by Client on the management of the Account and communicated to Adviser in writing.

Client acknowledges and agrees that all dividend and interest distributions received in Client's Account will be reinvested unless Client instructs Adviser otherwise in writing. Client further acknowledges that transactions effected for Client's Account, including purchases and sales, may produce distributions which may incur tax liabilities to Client even though reinvested.

Client has furnished Adviser with its Investment Policy which is attached as Exhibit C. Adviser will manage the Account in accordance with the Investment Policy.

**Section 2. Integrated Services.** Clients may choose to receive arbitrage monitoring services through an affiliate of the Adviser, Baker Tilly Municipal Advisors, LLC ("BTMA"). The specific services will be described under a separate engagement letter entered into directly between Client and BTMA. The fees for such services will be included within the Advisory Fee described below in **Section 11**. Client will not be charged separately for these integrated arbitrage monitoring services.

Client chooses to receive arbitrage monitoring services from BTMA.

Client chooses to not receive integrated cash flow services.

**Section 3. Brokerage and Use of Agents.** (a) Adviser or any Sub-Manager (as defined in Section 6 below) will arrange for the execution of securities transactions for the Account unless the Client designates a broker-dealer pursuant to Section 3(b) below. In selecting broker-dealers to execute transactions, Adviser or any Sub-Manager also may direct trades to brokers and dealers it deems advisable, taking into consideration the full range of a broker-dealer's services including, without limitation, quality of the broker-dealer's execution, the ability to execute orders without disturbing the market price; reliability for prompt, accurate confirmations and on-time delivery of securities; the broker-dealer's financial condition and responsibility; the research and other investment information provided, notwithstanding that the Account may not be the direct or exclusive beneficiary of such research or investment information; and the commissions or other fees charged. The commissions charged by any such broker or dealer may be greater than the amount another firm might charge as long as Adviser or any Sub-Manager determines in good faith that such amount of commission is reasonable in relation to the value of the brokerage and research services provided by the broker-dealer, viewed in terms of either that particular transaction or Adviser's overall responsibilities with respect to the accounts as to which it exercises investment discretion.

(b) Subject to the reasonable approval of Adviser, Clients may direct Adviser to execute transactions in the Account through a specific broker-dealer, in a specific manner or at a specific price or commission. Client acknowledges and agrees that where such directions are made, Adviser will not be exercising discretion in selecting the broker-dealer or manner or cost of execution. Adviser may be unable to negotiate commissions and may be unable to obtain volume discounts or otherwise obtain best execution. Adviser may also be unable to aggregate Client's orders with other clients' orders which may result in Clients paying more for execution and/or receiving less favorable execution and/or execution prices.

(c) Transactions for each Account generally will be effected independently, unless Adviser decides to purchase or sell the same securities for several clients at approximately the same time. Adviser may, but is not obligated to, combine such orders in an effort to obtain best execution, to negotiate more favorable commission rates or to allocate equitably among Adviser's clients differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently. Under this procedure, transactions will be averaged as to price and will be allocated among Adviser's clients in proportion to the purchase and sale orders placed for each client account on any given day. To the extent that Adviser determines to aggregate client orders for the purchase or sale of securities, including securities in which Adviser's principals and/or associated persons may invest, Adviser shall not receive any additional compensation or remuneration as a result of the aggregation.

(d) Adviser will not engage in any transaction where Adviser, or any person controlling, controlled by or under common control with Adviser acts as broker-dealer for both Client's Assets and a person on the other side of the transaction, except that Adviser and such persons may engage in such transactions to the extent and in a manner as permitted under the Investment Advisers Act of 1940, as amended (the "Advisers Act").

(e) Adviser, or a Sub-Manager, may recommend, buy or sell securities for the Account in which Adviser, the Sub-Manager or their affiliates have a financial interest. Adviser or any Sub-Manager may recommend, buy or sell interests in investment funds for which Adviser, the Sub-Manager or their respective affiliates act as sponsor, adviser, distributor or marketing agent and Adviser or its affiliates may receive certain additional compensation in connection therewith that is in addition to the compensation set forth herein payable by Client. Adviser will not, acting as principal for its own account, sell any securities to or buy any securities from Client's account unless Adviser has obtained the prior written consent of Client to such transaction.

Section 4. Custodian. (a) The Assets shall be held by a custodian recommended by Adviser and selected by Client, as noted in Exhibit A, (the "Custodian"). Adviser will ensure that: (i) the Custodian is a "qualified custodian" as that term is defined by Advisers Act Rule 204(4)-2 at all times during the term of this Agreement; (ii) Client and Custodian enter into arrangements with regard to the provision of custody services for the Assets which are reasonably satisfactory to Adviser to be able to carry out its obligations hereunder; and (iii) Adviser is authorized to give instructions to the Custodian with respect to all investment decisions regarding the Assets and the Custodian is hereby authorized and directed to effect transactions, deliver securities, and otherwise take such actions as Adviser shall direct in connection with the performance of Adviser's obligations hereunder; and (iv) Client acknowledges that at Adviser's request, the Custodian may establish separate sub-custodial accounts for Client.

(b) Adviser shall not be responsible for the provision of any custody as that term is defined in Advisers Act Rule 206(4)-2 or for settlement services in respect of the Assets or documents of title or certificates evidencing title relating thereto.

(c) Client agrees that, to the fullest extent permitted under applicable law, Adviser shall not be responsible for the actions or omissions of the Custodian and Adviser shall have no liability to Client or any other party for any loss or other harm to any property in the Account due to the actions, omissions or insolvency of the Custodian. Client further agrees that, to the fullest extent permitted under applicable law, Adviser shall not be responsible or liable to Client or any other party for the actions or omissions of any person to whom Client grants any power of attorney or any other power or authorization with respect to the Account or the Assets, including, without limitation, the authority or ability to view account records, statements or transactions, and the authority or ability to access or conduct transactions in the Account or Assets. Adviser shall have no liability or responsibility to Client for any charges by the Custodian, including, without limitation, ticket charges between Client and the Custodian or any asset based pricing the Custodian imposes on accounts held with it.

Section 5. Trading Authorization. The Client hereby grants Adviser, trading authority and appropriate account management authority relating to the Account(s). In all such transactions, as well as management decisions relating to the Account, the Custodian is hereby authorized to follow Adviser's instructions. Custodian shall have no liability for following Adviser's instructions and will not be held liable for Adviser's actions or inactions related to the Account. Client acknowledges and agrees that he or she (or, if Client is an entity, its authorized representative) understands that it authorizes Adviser to exercise rights and powers over the Account as if Client had exercised them itself and that Adviser's actions and instructions with respect to the Account are fully binding on Client. Client also understands and agrees that, beyond those obligations assigned to Custodian by regulation, the Custodian has no duty or responsibility to monitor the trading in the Account by Adviser. The Custodian has no obligation to Adviser when Custodian receives a written request from Client to terminate this authorization. This authorization will remain in effect until the Client has advised Adviser in writing of termination and such termination shall become effective only upon the actual receipt thereof by Adviser.

Section 6. Sub-Managers. The Client grants Adviser full power and authority to act as the Client's agent and attorney-in-fact to (a) hire sub-managers to manage certain Assets in the Client's Account ("Sub-Managers"); (b) to review the Privacy Policy, Form ADV, and other disclosure documents related to Sub-Managers; (c) delegate discretionary investment authority over certain Assets in the Client's Account to those Sub-Managers, which will authorize the Sub-Managers, among other things, to buy, sell, or hold securities or other investments for the Client's sub-account, to select the brokers, dealers or others with whom transactions for the sub-account will be effected, and to take any and all other actions on the Client's behalf that Adviser determines is customary or appropriate for the Sub-Manager to perform; and (d) to remove and/or replace any such Sub-Manager at any time as deemed necessary or appropriate by Adviser in its sole discretion, provided that no new Sub-Manager shall be selected without the consent of Client. Fees for Sub-Managers may be in addition to fees Client pays to Adviser for discretionary management services, when this is the case, the fee is agreed to and disclosed separately to client prior to hiring the Sub-Manager. In addition, Client grants any Sub-Manager the authority to debit the Account for the Sub-Manager's periodic Advisory fees.

Section 7. Client Representations, Warranties and Covenants. Client represents, warrants and agrees as follows:

(a) Client has all requisite power and authority to execute this Agreement, and Client represents, warrants and agrees that there are no encumbrances on the Assets. Client agrees to immediately notify Adviser, in writing, in the event that either of these representations should change.

(b) All information in the Client Information, attached hereto as Exhibits A is true, accurate and complete and being relied upon by Adviser. Client further agrees that it will promptly notify Adviser in writing if there are any changes to the information provided in Exhibit A. Client agrees to provide other information and/or documentation requested by Adviser in furtherance of this Agreement as pertains to Client's objectives, needs and goals, and to keep Adviser informed of any changes regarding the same. Client acknowledges and agrees that Adviser cannot adequately perform its services hereunder unless Client diligently performs his responsibilities under this Agreement. Adviser shall not be required to verify any information obtained from Client, or Client's attorney, accountant or other professionals, and is expressly authorized to rely thereon. In addition, Client agrees to provide information and/or documentation requested by Adviser in furtherance of this Agreement as pertains to Client's objectives, needs and goals, and to keep Adviser informed of any changes regarding same.

(c) Client acknowledges that Adviser does not guarantee the future performance of the Account, the cusses of any investment recommendations or strategy that Adviser may take or recommend for the Account, or the success of Adviser's overall management of the Account. Client understands that investment recommendations for the Account by Adviser are subject to various markets, currency, economic, political and business risks, and that those investment decisions will not always be profitable or avoid loss.

(d) Client grants Adviser trading authority and appropriate account management authority and the authority to view any account, duplicate statements and confirms relating to the Accounts listed in Exhibit B (which is attached hereto and incorporated herein by this reference).

(e) Client authorizes Adviser to respond to inquiries from, and communicate and share information regarding Client and the Account with, attorneys, accountants, broker-dealers, other advisers, and any broker-dealer, adviser, solicitor or other firm compensated in connection with referring Client to Adviser, and other service providers or agents of such persons, Adviser or Client to the extent deemed by Adviser to be necessary or appropriate in connection with Adviser's services under this Agreement to the fullest extent permitted by law.

(f) Client acknowledges receipt of Adviser's Privacy Notice. Client acknowledges and agrees that Adviser may disclose nonpublic personal information of Client to Adviser's accountants, attorneys, and other service providers as otherwise permitted by law; provided that Adviser (1) takes steps to ensure that the service providers abide by the confidentiality provisions of this Agreement and (2) remains responsible for any breaches of the confidentiality provisions by the service providers.

(g) The representations, warranties and agreements made in this Section will be deemed continuing and if at any time any of the representations, warranties or agreements become untrue, inaccurate or misleading, Client will promptly notify Adviser in writing.

(h) Client shall provide Adviser with a list of the names, and titles of authorized persons with the skill, knowledge and experience to oversee Adviser's servicers under this Agreement (the "*Representatives*"). Adviser shall be permitted to rely upon instructions from a Representative with respect to disposition of



the Assets, unless and until such reliance is revoked by Client in writing to Adviser. The current listed of Representations is attached as Exhibit B. Any such revocation shall be effective only upon receipt of such written revocation by Adviser. Adviser shall not be responsible for any claims or damages resulting from or arising out of such reliance or from any change in the status of the relationship between the Client and a Representative.

(i) Client acknowledges that to the extent that its Investment Policy limits the investment options available to Adviser for managing the Account, the performance of the Account may be adversely affected.

(j) Client acknowledges receipt of Adviser's Part 2 of Form ADV.

Section 8. Reports. Adviser is not obligated to provide periodic reports to Client as such reports will be provided by Custodian. In the event that Adviser provides supplemental Account reports which include assets for which Adviser does not have discretionary investment management authority, Client acknowledges the reporting is provided as an accommodation only, and does not include investment management, review, or monitoring services, nor investment recommendations or advice. As such, Client, and not Adviser, shall be exclusively responsible for the investment performance of any such assets or accounts.

Section 9. Proxy Voting and Class Action Services. Adviser will not be responsible for voting (or recommending how to vote) proxies of the investments held in the account or for providing services with regard to any class actions. Responsibility for voting proxies and taking action on any class actions will remain the responsibility of Client.

Section 10. Consent to Electronic Delivery. Client consents to delivery of documents and correspondence electronically from Adviser, this does not include documents prepared by the Custodian, for the Account. Client understands and agrees that by so consenting Client is agreeing not to receive paper documents by mail or any other method. Adviser will provide Client with an email sent to the email address set forth in the Client Profile, Exhibit A, containing the applicable documents or notifying the Client that documents are available. If Adviser is unable to contact Client electronically, Client agrees that Adviser may, in its discretion, discontinue electronic delivery and send documents in paper form by mail to the address set forth in the Client Profile. Client understands and agrees that electronic delivery will expose the documents to the normal risks associated with viewing information via email or on the Internet. Client may revoke this consent to electronic delivery only by submitting written notice thereof to Adviser and revocation is only effective after Adviser receives and processes such request. Client acknowledges and agrees that in certain instances it may not be possible or practicable to deliver materials electronically in which cases such documents will be delivered by mail or other method.

Section 11. Adviser Compensation and Expenses. (a) As compensation for its services hereunder, Client shall pay a fee (the "Advisory Fee") to Adviser for each calendar quarter based on the Advisory Fee Rate set forth in the Fee Schedule in Exhibit A hereto. The Advisory Fee for each calendar quarter shall be computed and paid in arrears. Fees are charged on a quarterly basis and are based on the monthly average cost basis of investments outstanding. If this Agreement commences or terminates during a calendar quarter, the Advisory Fee for that quarter shall be prorated based on the value of the Account and Adviser shall be entitled to receive its Advisory Fee from the commencement date or through the date of terminations, as applicable, based on the portion of such calendar quarter during which this Agreement was in effect. The value of the Account shall be determined by Adviser determined in a commercially reasonable manner. Client hereby authorizes the Custodian to directly pay the Advisory Fee to Adviser and any Sub-Manager out of the Account.

(b) In addition to Adviser's Advisory Fee, Client shall also incur, relative to all mutual fund and exchange traded fund purchases, charges imposed directly at the fund level (e.g. management fees and other fund expenses).

(c) No portion of Adviser's compensation shall be based on capital gains or capital appreciation of the Assets except as provided for under the Advisers Act.

(d) Adviser relies on a number of different resources to price securities held in the Account, including multiple portfolio accounting systems, pricing services and custodians, in determining assets under management. As a result, Client may receive different statements displaying a different valuation for the same security, based on the source of the data. Additionally, different clients with the same asset may pay different amounts depending on the valuation source of the assets in their specific account.

(e) All fees and expenses related to the Account shall be paid by Client, including, without limitation, any costs of safekeeping and custody, commissions, sales charges and transaction fees, and margin charges. Such fees and expenses are exclusive of, and in addition to the Adviser's compensation described herein.

(e) Client authorizes Adviser to debit the Account for the periodic advisory fees due to Adviser and all fees and expenses payable in connection with the Account and the services provided hereunder.

Section 12. Term and Termination. (a) The term of this Agreement shall commence as of the Effective Date set forth on the signature page hereto and shall continue until terminated in accordance with the terms herein. Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party. In addition, Adviser may terminate the Agreement upon five (5) days' prior written notice in the event Client amends its Investment Policy in a way that materially affects the delivery of advisory services by Adviser under this Agreement.

(b) The death, disability, incapacity of a Representative, or the dissolution, termination of existence or bankruptcy of, or any other event concerning Client, will not terminate or change the terms of this Agreement. However, a remaining Representative may terminate or change this Agreement in accordance with its terms by giving written notice to Adviser. Client recognizes that the Custodian may not permit any further Account transactions until such time as any documentation required is provided by the Custodian.

(c) Termination of this Agreement will not affect: (i) the validity of any action previously taken by Adviser under this Agreement; (ii) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (iii) Client's obligation to pay advisory fees (prorated through the date of termination). Upon the termination of this Agreement, Adviser will have no obligation to recommend or take any action with regard to the Assets in the Account.

Section 13. Assignment. This Agreement may not be assigned (within the meaning of the Advisers Act) be either Client or Adviser without the consent of the other party, in the form required under applicable law, except that no consent shall be required regarding Adviser's assignment of this Agreement, in whole or in part, to any of its affiliates to the fullest extent permitted under the Advisers Act. Client acknowledges and agrees that transactions involving Adviser that do not result in a change of actual control of Adviser shall not be considered an assignment hereunder.

Section 14. Non-Exclusive Services. Adviser and its officers, employees, affiliates and agents may have or take the same or similar positions in specific investments for their own accounts, or for the accounts of other clients, as Adviser does for Account. Client acknowledges and agrees that Adviser shall be free to render investment advice to others and that Adviser does not make its investment management services available exclusively to Client. Nothing in this Agreement shall impose upon Adviser any

obligation to purchase or sell, or to recommend for purchase or sale, for the Account any investment which Adviser or its officers, employees, affiliates or agents may purchase or sell for their own accounts or for the account of any other client.

Section 15. Adviser Liability. To the fullest extent permitted under applicable law, Adviser shall not be liable to Client for any act, omission, investment recommendation/decision, or loss in connection with this Agreement, the investment of the Assets, or the acts and/or omissions of other professionals or third party service providers recommended to Client by Adviser or used by adviser in connection with performance of services under this Agreement or related to the Account, except to the extent based upon or arising out of Adviser's intentional wrongful acts or intentional or reckless failure to perform its duties under this Agreement. Nothing herein shall constitute a waiver or limitation of any rights which Client may have under applicable U.S. federal securities laws, including the Advisers Act, or any other laws whose applicability is not permitted to be contractually waived. Client understands that it should consult independent legal counsel to determine if it is a non-waivable claim against Adviser. If the Account contains only a portion of Client's total assets, Adviser shall only be responsible for those assets that are the subject of Adviser's investment management services under this Agreement without consideration to those additional assets not so designated by Client. The provisions of this Section shall survive the termination of this Agreement.

Section 16. Arbitration. (a) In the event of any controversy, dispute or claim arising out of or relating to this agreement, or the breach thereof, the parties agree that they shall first attempt in good faith to resolve the matter in dispute through discussion and negotiation for a period of thirty (30) days after written notification of the controversy, dispute or claim hereunder is provided to either party. If no successful resolution of the controversy, dispute or claim has been mutually agreed upon by the parties at the completion of this period, then the parties agree that, to the extent allowed by law, the controversy, dispute or claim shall be settled by arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules. In the case of an AAA arbitration or other action hearing location or venue for said arbitration or other action shall be the state of Wisconsin. Each party will bear its own costs, including attorneys fees, in the arbitration and will split equally the cost of the arbitrators. The arbitration shall thereafter be conducted by arbitrator(s) chosen pursuant to the rules of AAA. This binding arbitration clause shall not constitute a waiver or limitation of Client's rights under the Advisers Act.

(b) Adviser and Client understand that such arbitration shall be final and binding, and that by agreeing to arbitration, both Adviser and Client are waiving their respective rights to seek remedies in court, including the right to a jury trial. Client acknowledges that Client has had a reasonable opportunity to review and consider this arbitration provision prior to the execution of this Agreement. Notwithstanding the foregoing provisions in this Section, Client acknowledges and agrees that in the specific event of non-payment of any portion of Advisory Fees, Adviser, in addition to the aforementioned arbitration remedy, shall be free to pursue all other legal remedies available to it, and shall be entitled to reimbursement of reasonable attorneys fees and other costs of collection. This Section shall survive the termination of this Agreement.

Section 17. Confidentiality/Privacy. (a) The parties hereto agree that any information pertaining to the business of the other party including the terms of this Agreement (the "Confidential Information") shall be kept confidential and shall not be voluntarily disclosed to any other person, except: (i) if such information is already publicly available; (ii) as may be required solely for the purpose of carrying out a party's duties and responsibilities under this Agreement; (iii) as required by order or demand of a court

or other governmental or regulatory body or as otherwise required by law; (iv) as may be required to be disclosed by Adviser to Sub-Managers, attorneys, accountants, broker-dealers, investment advisers, the Custodian and any broker-dealer, adviser or other firm compensated in connection with referring Client to Adviser, and other service providers to the extent necessary or appropriate in furtherance of Adviser's services under this Agreement as determined by Adviser and to the extent permitted by law; or (v) with the prior written consent of the other party. This Section shall survive the termination of this Agreement.

(b) Each party agrees that any use of disclosure of Confidential Information, shall comply with all privacy and security requirements of the federal Gramm-Leach-Bliley Act and other applicable federal, state, and local privacy laws, regulations and ordinances.

(c) If either party becomes aware of any actual or suspected or unauthorized access to Confidential Information and/or nonpublic personal information (an "Incident"), that party will take appropriate actions to contain and mitigate the Incident, including notification to the other party as soon as possible of the Incident (subject to any delay requested by an appropriate law enforcement agency), to enable to the other party to expeditiously implement its response program. Upon request of a party, the other party will cooperate with it to investigate the nature and scope of any Incident and to take appropriate actions to mitigate, remediate and otherwise respond to the Incident or associated risks.

Section 18. Anti-Money Laundering Responsibility. Adviser represents and warrants that it is in compliance with and will continue to be in compliance with all applicable anti-money laundering laws and regulations, including the Bank Secrecy Act, as amended by the USA PATRIOT Act, and implementing regulations of the Bank Secrecy Act.

Section 19. Notices. Any notices, consents or other communications required or permitted to be sent or given hereunder by either party shall, in every case, be in writing and shall be deemed properly given if (i) delivered personally, (ii) sent by registered or certified mail, in all such cases with first class postage prepaid, return receipt requested, (iii) delivered to a nationally recognized overnight courier service or (iv) sent by e-mail (with a copy sent by first-class mail) to the other party at the addresses set forth below (or such other address as may hereafter be specified by notice given by either party to the other party):

If to Adviser:

Baker Tilly Investment Services,  
a Division of Baker Tilly Wealth Management, LLC  
4807 Innovate Lane  
Madison, Wisconsin 53718  
Attn: Barbara Olson  
E-mail: barb.olson@bakertilly.com

If to Client, to the address, set forth in Exhibit A to this Agreement.

Notice shall be deemed to be given on the first to occur (w) the date such notice is personally delivered, (x) three (3) business days after the date of mailing if sent by certified or registered mail, (y) one (1) business day after the date of delivery to the overnight courier service if sent by overnight courier, and (z) when sent by e-mail, between 9:00 a.m. and 5:00 p.m. Central time or the next business day thereafter if sent after 5:00 p.m. Central time.

Section 20. Applicable Law. To the extent not inconsistent with applicable law, this Agreement shall be interpreted, construed, governed and enforced in accordance with the laws of the State of Illinois.

Section 21. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If, however, any provision of this Agreement is held under applicable law to be invalid, illegal, or unenforceable in any respect, such

provision shall be ineffective only to the extent of such invalidity, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any way.

Section 22. Headings. The headings of the sections of this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

Section 23. Entire Agreement/Amendments. This Agreement, together with the Exhibits hereto, constitutes the entire agreement between the parties and supersedes all prior oral or written agreements of the parties with respect to the subject matter of this Agreement. No amendment of this Agreement shall be valid unless the terms and conditions of such amendment are in writing and signed by both parties.

Section 24. Successors and Assigns. The rights and obligations of the parties shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the parties. Except as explicitly stated in this Agreement, this Agreement is not for the benefit of any other person and there shall be not third party beneficiaries hereof.

Section 25. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. This Agreement may be executed and delivered by electronic or facsimile transmission with the same force and effect as if it were executed and delivered by the parties simultaneously in the presence of one another, and signatures on an electronic or facsimile copy hereof shall be deemed authorized original signatures.

If you have any questions, please let us know. We appreciate this opportunity to be of service to you.

IN WITNESS WHEREOF, Client and Adviser have each executed this Discretionary Investment Advisory Agreement as of the Effective Date set forth below.

**EFFECTIVE DATE:** NOVEMBER 3, 2023  
*(Must be completed by Adviser)*

**CLIENT:**

**CITY OF SWARTZ CREEK, MICHIGAN**

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

ADAM ZETTEL, CITY MANAGER

BY: \_\_\_\_\_

**ADVISER:**

BAKER TILLY INVESTMENT SERVICES, A DIVISION OF BAKER TILLY WEALTH MANAGEMENT, LLC

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

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

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

**EXHIBIT A**

**CLIENT INFORMATION AND FEE SCHEDULE**

Please provide all information as to the entity that is entering into this Discretionary Investment Advisory Engagement not as to someone completing this form as a representative of Client (e.g., an officer of a corporation or other entity that is entering into the Agreement). Please note that in compliance with the USA PATRIOT Act, certain information on your account will be verified. If you do not supply the necessary information, you may not be permitted to open your Account. If we or our agents are unable to verify your identify or that of another person authorized on your behalf, or if we or our agents believe we have identified potentially criminal activity, we reserve the right to close your account or take any other action we deem reasonable or required by law.

If you have any doubt as to the meaning or implication of any of the terminology or the significance of any of the questions, please contact us.

**Client Information**

**City of Swartz Creek, Michigan**  
Client Name (Full Legal Name)

Click or tap here to enter text.  
Client Tax ID #

**N/A**  
Account Registration Name (if different than Client)

**N/A**  
Account Tax ID # (if different than Client)

**June 30th**  
Client Tax Year End (if other than December 31)

**Genesee County, MI**  
Organizational Jurisdiction

Type of Entity:

- Municipality
- Partnership
- Corporation
- Limited Liability Company
- Business or Statutory Trust
- Exempt 501(c) Organization
- Charitable Trust
- Endowment
- Private Foundation
- Public Foundation
- Other **K12 School District**

**Adam Zettel, City Manager**  
Primary Contact Person

**8983 Civic Drive**  
Street Address

**Swartz Creek, MI 48473**  
City/State/Zip Code

**810.635.4464**  
Phone

Email: [Azettel@cityofswartzcreek.org](mailto:Azettel@cityofswartzcreek.org)

**Information About Account Type**

Please identify the type of account and provide additional paperwork as noted:

- Municipal Entity (enclose authorizing statute)
- Exempt 501(c) Organization (enclose certification of organization resolution, W-9 form and IRS determination letter)
- Partnership/LLC/Sole Proprietor/Organization (enclose Certification of Organization Resolution and partnership/LLC agreement, if applicable)
- Corporation (enclose certificate of corporate resolution)
- Other (specify: **K12 School District**)

The Account is subject to the Employee Retirement Income Securities Act of 1974 as amended ("ERISA") or Section 4975(e)(3) of the Internal Revenue Code of 1986, as amended ("IRC") (select one):

- Yes
- No

**If yes, this Agreement shall not become effective.**

Client is engaged primarily in the business of investing, reinvesting or trading in securities (select one):

- Yes
- No

If answer to the above question is "yes" then select one of the following:

- Client is an investment company as defined under Section 3(a)(1) of the Investment Company Act of 1940 ("Investment Company Act"), including investment companies registered under the Investment Company Act
- is excluded from the definition of "investment company" under the Investment Company Act in reliance on Section 3(c)(1) of the Investment Company Act (a private investment fund with not more than 100 beneficial owners)
- Section 3(c)(7) of the Investment Company Act (a private investment fund owned exclusively by "qualified purchasers")
- Other [Click or tap here to enter text.](#)

**Fee Schedule**

Client agrees to pay Advisory Fees under the terms and conditions of the Agreement as set forth in the fee schedule below. Advisory Fees shall be paid in arrears the manner described in Section 10 of the Agreement.

Assets Under Management	Advisory Fee
Annual fee for cash flow analysis and Investment management services as a percent of average assets, billed in quarterly installments	.10%

**Distributions**

Interest, dividends and other income distributions are automatically reinvested unless Client instructs Adviser otherwise below. If you desire distributions on this Account, please identify the amount, frequency and method of disbursement. All distributions are subject to availability of funds in the Account.

Please distribute:

- All dividend and interest income
- A fixed dollar amount of \$[Click or tap here to enter text.](#)

Frequency of Distributions:

- Monthly
- Quarterly
- Semi-Annually
- Annually

Please provide detailed instructions for the method of delivery of your distributions:[Click or tap here to enter text.](#)

**Account Custodian Information**

**Sub-Manager Election**

<b>\$6,400,000</b>
Initial Amount in Account
<b>\$6,400,000</b>
Portion of Initial Amount in Cash
<b>\$0</b>
Portion of Initial Amount in Securities
<b>N/A</b>
Account Number
<b>UMB Bank, Institutional Custody</b>
Account Custodian Name
<b>Amy Small</b>
Account Custodian Contact Person
<b>928 Grand Blvd.</b>
Street Address
<b>Kansas City, MO 64106</b>
City/State/Zip Code
<b>816.860.5683</b>
Phone
<b>Amy.Small@Umb.Com</b>
Email

<b>N/A</b>
Sub-Manager Name
<b>N/A</b>
Sub-Manager Contact Person
<b>N/A</b>
Street Address
<b>N/A</b>
City/State/Zip Code
<b>N/A</b>
Phone
<b>N/A</b>
Fax
<b>N/A</b>
Email
<b>0%</b>
Percentage of Account Assets allocated to Sub-Manager
<b>Client does <u>not</u> elect to use a Sub-Manager for the Account</b>
<input checked="" type="checkbox"/>



Document Delivery

From time to time, securities may be purchased in your Account(s) which will require the delivery of certain prospectuses, disclosure documents, offering materials, notices and reports related to Assets in the Account to you. Adviser will also periodically deliver its Form ADV and/or other disclosure documents or notices to you as required by the Advisers Act or other law. Client consents to having these materials delivered to the email address included in this Exhibit A:

Yes

No. I prefer to have these documents, if any, delivered to the physical mail address included in this Exhibit A.

Adviser may periodically issue reports to Clients about their Accounts. Client consents to having these reports delivered to the email address included in this Exhibit A.

Yes

No. I prefer to have these reports, if any, delivered to the physical mail address included in this Exhibit A.

Client acknowledges and agrees that in certain instances it may not be possible or practicable to deliver materials electronically, and/or the Custodian may not permit electronic document delivery in which cases such documents will be delivered by mail or other method.

Client confirms that all the information in this Exhibit A is true, accurate and complete. Client further agrees that it will promptly notify Adviser in writing if there are any changes to the information provided in this Exhibit A.

City of Swartz Creek, Michigan

*Print Legal Name of Client*

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

*Signature of Authorized Representative*

Adam Zettel

*Print Name and Title of Authorized Representative*

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

*Signature of Additional Authorized Representative, if any*

Click or tap here to enter text.

*Print Name and Title of Additional Authorized Representative, if any*

**EXHIBIT B**

**AUTHORIZED REPRESENTATIVES**

Adam Zettel  
Name

City Manager  
Title

Amy Nichols  
Name

Treasurer  
Title

Click or tap here to enter text.  
Name

Click or tap here to enter text.  
Title

**EXHIBIT C**  
**CLIENT INVESTMENT POLICY**

January 17, 2024

Adam Zettel  
City Manager  
City of Swartz Creek  
8983 Civic Drive  
Swartz Creek, MI 48473

RE: Arbitrage Monitoring and Reporting Services

This letter agreement (the "Engagement Letter") is to confirm our understanding of the basis upon which Baker Tilly Municipal Advisors, LLC ("Baker Tilly") and its affiliates are being engaged by the City of Swartz Creek, Michigan (the "Client") to assist the Client with advisory services.

### **Scope, Objectives and Approach**

It is anticipated that projects undertaken in accordance with this Engagement Letter will be at the request of the Client. The scope of services, additional terms and associated fee for individual engagements will be contained in a Scope Appendix or Appendices to this Engagement Letter. Authorization to provide services will commence upon execution and return of this Engagement Letter and one or more Appendices.

### **Management's Responsibilities**

It is understood that Baker Tilly will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false or misleading representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon our failure to detect material errors resulting from false or misleading representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false or misleading representations.

The ability to provide service according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in a Scope Appendix unless subsequently agreed otherwise in writing.

The responsibility for auditing the records of the Client rests with the Client's separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.

### **Ownership of Intellectual Property**

Unless otherwise stated in a specific Scope Appendix, subject to Baker Tilly's rights in Baker Tilly's Knowledge (as defined below), Client shall own all intellectual property rights in the deliverables developed under the applicable Scope Appendix or Appendices ("Deliverables"). Notwithstanding the foregoing, Baker Tilly will maintain all ownership right, title and interest to all Baker Tilly's Knowledge. For purposes of this Agreement "Baker Tilly's Knowledge" means Baker Tilly's and its affiliates ("Baker Tilly Parties") proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by the Baker Tilly Parties prior to the Effective Date of this Agreement or the applicable Scope Appendix or Appendices ("Baker Tilly's Preexisting Knowledge") (2) developed or obtained by the Baker Tilly Parties after the Effective Date, that are reusable from client to client and project to project, where Client has not paid for such development; and (3) extensions, enhancements, or modifications of Baker Tilly's Preexisting Knowledge which do not include or incorporate the Client's confidential information. To the extent that any Baker Tilly Knowledge is incorporated into the Deliverables, Baker Tilly grants to Client a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Baker Tilly Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Baker Tilly. Additionally, Baker Tilly may maintain copies of its work papers for a period of time and for use in a manner sufficient to satisfy any applicable legal or regulatory requirements.

The supporting documentation for this engagement, including, but not limited to work papers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation or professional standards to make certain documentation available to required third parties, the Client hereby authorizes us to do so.

### **Timing**

Specific services will commence upon execution and return of this Engagement Letter.

### **Dispute Resolution**

Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Engagement Letter or the applicable Scope Appendix or Appendices as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement or the applicable Scope Appendix or Appendices as shall be resolved as set forth in this section using the following procedure: In the unlikely event that differences concerning the services or fees provided by Baker Tilly should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree to expressly waive trial by jury in any judicial proceeding involving directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of, related to, or connected with this Agreement or the applicable Scope Appendix or Appendices as or the relationship of the parties established hereunder.

Because a breach of any the provisions of this Engagement Letter or the applicable Scope Appendix or Appendices as concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

### **Limitation on Damages**

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under an applicable Scope Appendix or Appendices shall not exceed the fees paid to Baker Tilly under the applicable Scope Appendix or Appendices to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter or the applicable Scope Appendix or Appendices as even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim.

### **Other Matters**

#### E-Verify Program

Baker Tilly participates in the E-Verify program. For the purpose of this paragraph, the E-Verify program means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s.401(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). Baker Tilly does not employ any "unauthorized aliens" as that term is defined in 8 U.S.C. 1324a(h)(3).

### Investments

Baker Tilly certifies that pursuant to I.C. 5-22-16.5 et seq. Baker Tilly is not now engaged in investment activities in Iran. Baker Tilly understands that providing a false certification could result in the fines, penalties, and civil action listed in I.C. 5-22-16.5-14.

#### Non-Discrimination

Pursuant to I.C. §22-9-1-10, Baker Tilly and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Engagement Letter, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, ancestry, or veteran status. Breach of this covenant may be regarded as a material breach of this Engagement Letter.

Baker Tilly certifies that, except for de minimis and non-systematic violations, it has not violated the terms of I.C. 24-4.7, I.C. 24-5-12, or I.C. 24-5-14 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and that Baker Tilly will not violate the terms of I.C. 24-4.7 for the duration of the Engagement Letter, even if I.C. 24-4.7 is preempted by federal law. Baker Tilly further certifies that any affiliate or principal of Baker Tilly and any agent acting on behalf of Baker Tilly or on behalf of any affiliate or principal of Baker Tilly, except for de minimis and non-systematic violations, has not violated the terms of I.C. 24-4.7 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and will not violate the terms of I.C. 24-4.7 for the duration of the Engagement Letter, even if I.C. 24-4.7 is preempted by federal law.

In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena, or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses incurred in responding to such a request.

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the 'written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

In the event that any provision of this Engagement Letter or statement of work contained in a Scope Appendix hereto is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Engagement Letter or statement of work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Engagement Letter would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

#### **Termination**

Both the Client and Baker Tilly have the right to terminate this Engagement Letter or any work being done under the Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

### Important Disclosures

Incorporated as Attachment A and part of this Engagement Letter are important disclosures. These include disclosures that apply generally and those that are applicable in the event Baker Tilly is engaged to provide municipal advisory services.

This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. Both parties acknowledge that work performed pursuant to the Engagement Letter will be done through Scope Appendices executed and made a part of this document.

Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto.

If this Engagement Letter is acceptable, please sign below and return one copy to us for our files.

Sincerely,

Christina L. Cromer, Director

### Signature Section:

The terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

Date:

Signature:

Name: Adam Zettel

Title: City Manager

Organization: City of Swartz Creek, Michigan



## **Attachment A Important Disclosures**

### Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly and its affiliates, including but not limited to Baker Tilly US, LLP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC, and Baker Tilly Wealth Management, LLC, is free to render municipal advisory and other services to the Client or others and that Baker Tilly does not make its services available exclusively to the Client.

### Affiliated Entities

Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Baker Tilly Wealth Management, LLC ("BTWM"), a U.S. Securities and Exchange Commission ("SEC") registered investment adviser, may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTWM, but the Client shall be under no obligation to retain BTWM or to otherwise utilize BTWM relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTWM's services.

Baker Tilly Capital, LLC ("BTC") is a limited service broker-dealer specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate Baker Tilly Municipal Advisors. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors ("BTMA") is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the Municipal Securities Rulemaking Board ("MSRB"). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any bonds is made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations and will not take part in the offer or sale thereof.

Baker Tilly, may provide services to the Client in connection with human resources consulting, including, but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee. Certain executives of the Client may have been hired after the services of Baker Tilly were utilized and may make decisions about whether to engage other services of Baker Tilly or its affiliates. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or an affiliate or to otherwise utilize either relative to the Client's activities.

## Conflict Disclosure Applicable to Municipal Advisory Services Provided by BTMA

*Legal or Disciplinary Disclosure.* BTMA is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving BTMA. Pursuant to MSRB Rule G-42, BTMA is required to disclose any legal or disciplinary event that is material to the Client's evaluation of BTMA or the integrity of its management or advisory personnel.

There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving BTMA. Copies of BTMA filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Baker Tilly Municipal Advisors, LLC or for our CIK number which is 0001616995. The MSRB has made available on its website ([www.msrb.org](http://www.msrb.org)) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

*Contingent Fee.* The fees to be paid by the Client to BTMA are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because BTMA may have an incentive to recommend unnecessary financings, larger financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause a financing or other transaction to be delayed or fail to close, BTMA may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

*Hourly Fee Arrangements.* Under an hourly fee form of compensation, BTMA will be paid an amount equal to the number of hours worked multiplied by an agreed upon billing rate. This form of compensation presents a potential conflict of interest if BTMA and the Client do not agree on a maximum fee under the applicable Appendix to this Engagement Letter because BTMA will not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, hourly fees are typically payable by the Client whether or not the financing transaction closes.

*Fixed Fee Arrangements.* The fees to be paid by the Client to BTMA may be in a fixed amount established at the outset of the service. The amount is usually based upon an analysis by the Client and BTMA of, among other things, the expected duration and complexity of the transaction and the work documented in the Scope Appendix to be performed by Baker Tilly. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Baker Tilly may suffer a loss. Thus, Baker Tilly may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.

BTMA manages and mitigates conflicts related to fees and/or other services provided primarily through clarity in the fee to be charged and scope of work to be undertaken and by adherence to MSRB Rules including, but not limited to, the fiduciary duty which it owes to the Client requiring BTMA to put the interests of the Client ahead of its own and BTMA's duty to deal fairly with all persons in its municipal advisory activities.

To the extent any additional material conflicts of interest have been identified specific to a scope of work the conflict will be identified in the respective Scope Appendix. Material conflicts of interest that arise after the date of a Scope Appendix will be provide to the Client in writing at that time.

## Scope Appendix

**RE: Arbitrage Monitoring and Reporting Services for The Following Bonds:**

City of Swartz Creek, Michigan 2023 Capital Improvement Bond

**Name:** City of Swartz Creek, Michigan

**Dated Date:** 12/6/2023

**Reporting Period(s):**

3-Year Reporting Period (Dated Date of the Issue through the third anniversary date of the Issue)

5-Year Reporting Period (Dated Date of the Issue through the fifth Bond Year of the Issue)

### **SCOPE OF WORK**

Baker Tilly Municipal Advisors, LLC ("BTMA") will perform the following services:

#### **A. Arbitrage Monitoring Services**

BTMA shall, based on information supplied by Client, make arbitrage calculations (to include for purposes of this document, rebate and yield reduction calculations) required by Section 148 of the Internal Revenue Service ("IRS") Code and related U.S. Treasury regulations with respect to the above specified Debt Obligation for the reporting period designated for any such Debt Obligation.

In carrying out its duties, BTMA shall periodically, for each specified Debt Obligation:

1. Determine the arbitrage yield limit on the applicable Debt Obligation;
2. Determine the amount of any arbitrage payment due the IRS while taking into consideration applicable exceptions;
3. Notify Client and/or its designee of any liability amount;
4. Prepare for submission by Client the form(s) with which to submit any payment amount due to the IRS at the appropriate intervals throughout the term of the engagement relative to each specified Debt Obligation.

Client agrees to timely provide BTMA with accurate information concerning cash and investment activity within all funds relative to the subject Debt Obligations. The information to be provided shall include:

1. Deposits and withdrawals of proceeds or money from other sources within any funds subject to the IRS arbitrage rules;
2. Payments of principal and interest on the Debt Obligations; and
3. All investment activity including:
  - a) Date of purchase or acquisition;
  - b) Purchase price of investments including any accrued interest;
  - c) Face amount and maturity date;
  - d) Stated rate of interest;
  - e) Interest payment dates;
  - f) Date of sale, transfer, or other disposition;
  - g) Sale or disposition price; and
  - h) Accrued interest due on the date of sale or disposition.
4. The Client will provide copies of Debt Obligation offering or legal documents, including, but not limited to, the official statement, the information return filed upon issuance (Form 8038 or 8038-G), the arbitrage certificate, verification report and the bond ordinance/trust indenture.

5. Any other information necessary for BTMA to make the calculations required for the specified Debt Obligation.

Our engagement will not include verifying that: proceeds were used for purpose expenditures; investments were purchased at market price; no amounts were paid to any party in order to reduce the yield on any investment; the Debt Obligation was appropriately structured or qualified as a tax-exempt offering; or information provided to us is complete and accurate.

During the performance of these procedures, it may become necessary for us to consult with your bond counsel and/or obtain information from them concerning interpretations of the above information as affected by applicable sections of the Internal Revenue Code. We will consult with you before any such action is initiated.

Subsequent changes in official interpretations of the tax law may require or permit revision of calculations by requiring or permitting a different methodology for the calculation of arbitrage rebate and yield reduction. We will be under no obligation to update our report for any events occurring, or data or information coming to our attention, subsequent to the issuance of our report.

Calculation and payment of any arbitrage rebate liability and yield reduction payment due is the responsibility of the Client. As such, management has the primary responsibility for the arbitrage rebate and/or yield reduction payment return which the Client may be required to file. You should review the report and calculations carefully upon receipt.

#### Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

#### Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

#### Termination

Notwithstanding termination provisions contained in the Engagement Letter, this Scope Appendix is intended to be ongoing and applicable individually to specific services including financings, arbitrage computations, and/or continuing disclosure engagement, ("Sub-engagements") as if they are the sole subject of the Scope Appendix. As such, termination may occur for a specific Sub-engagement without terminating the Scope Appendix itself. On termination of a Sub-engagement or the Scope Appendix, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the

Client and Baker Tilly, the scope of services provided in a Sub-engagement performed under this Scope Appendix will terminate 60 days after completion of the services for such Sub-engagement.

If this Scope Appendix is acceptable, please sign below.

Sincerely,

Christina L. Cromer, Director

**Signature Section:**

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Date:

Signature:

Name: Adam Zettel

Title: City Manager

Organization: City of Swartz Creek, Michigan

# CUSTODIAL AGREEMENT

This Custodial Agreement (the "Agreement") is dated as of the 17th day of January, 2024 by and between the City of Swartz Creek, Michigan (the "Client") and UMB Bank, N.A., a national banking association, as custodian (the "Custodian").

WITNESSETH:

WHEREAS, the Client wishes to deposit certain proceeds with the Custodian; and

WHEREAS, the Custodian has agreed to act as custodian and to hold and distribute the amount deposited hereunder subject to the terms and conditions hereof;

NOW, THEREFORE, in consideration of the foregoing and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

Definitions. Any accounting terms not otherwise defined herein shall have the meanings assigned to them in accordance with generally accepted accounting principles. Headings of articles and sections herein are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

## 1. City of Swartz Creek, Michigan

The Client hereby establishes and creates with the Custodian the City of Swartz Creek, Michigan 2023 Bond Investment Account (the "Account"). The Client will deposit approximately \$6,400,000 into the Account on or after the date of this Agreement. Moneys on deposit in the Account shall be disbursed by the Custodian upon receipt of a written request, substantially in the form of Exhibit A, executed by an authorized official of the Client listed on Exhibit B. The Client may, in its written request in the form of Exhibit A, direct the Custodian to issue checks to the Client's payees upon receipt by the Client of an architect's or engineer's certificate of work completed and materials furnished, approved in writing by the Client.

## 2. Investments

(a) The funds, while on deposit in the Account shall be invested by the Custodian in permitted investments as set forth on Exhibit D, only upon receipt of written instructions from one of the Authorized Representatives of the Client listed on Exhibit B or one of the Authorized Representatives of Baker Tilly Investment Services, LLC acting for the Client in the capacity of Investment Advisor or Investment Manager ("B TIS" or the "Advisor") listed on Exhibit C. Neither the Client nor BTIS shall instruct the Custodian to invest or reinvest any funds in the Account except as authorized under Michigan Public Act 20.

(b) The parties recognize and agree that the Custodian will not provide supervision, recommendations or advice relating to either the investment of moneys held in the Account or the purchase, sale, retention or other disposition of any permitted investment.

(c) Interest and other earnings on permitted investments shall be invested in the Morgan Stanley Institutional Liquidity Funds Government Portfolio (MVRXX), The Michigan Class Local Government Investment Pool or such other investment directed in writing by the Client or an Authorized Representative of BTIS. Any loss or expense incurred as a result of an investment will be borne by the Account. In the event that the Custodian does not receive written direction to invest funds held in the Account, the Custodian shall invest and reinvest such funds in the Morgan Stanley Institutional Liquidity Funds Government Portfolio (MVRXX).

The Custodian shall, if so directed in writing by the Client or an Authorized Representative of the Advisor, invest in alternative money market funds on which it receives marketing or distribution fees from the fund.

(d) The Custodian is hereby authorized to execute purchases and sales of permitted investments through the facilities of its own trading or capital markets operations or those of any affiliated entity. The Custodian shall send or make available statements to each of the parties hereto on a monthly basis reflecting activity in the Account for the preceding month. Although the Client recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the Client hereby agrees that confirmations of permitted investments are not required to be issued by the Custodian for each month in which a monthly statement is rendered. No statement need be rendered for the Account if no activity occurred for such month and no funds or assets are held in the Account.

(e) The Client acknowledges and agrees that the delivery of the custodial property is subject to the sale and final settlement of permitted investments. Proceeds of a sale of permitted investments will be delivered on the business day on which the appropriate instructions are delivered to the Custodian if received prior to the deadline for same day sale of such permitted investments. If such instructions are received after the applicable deadline, proceeds will be delivered on the next succeeding business day.

(f) The Client acknowledges that it has received, upon its request, and reviewed the prospectus of the money market fund referred to in paragraph (c) above and has determined that the fund is an appropriate investment for the Account.

(g) The Custodian is hereby notified that the Client has retained BTIS as its investment advisor. BTIS will send quarterly invoices for its services directly to the Custodian with copy to the Client. The Client hereby directs the Custodian to pay such invoices from moneys on deposit in the Account upon receipt without further direction. The permission granted herein shall remain in effect until such time as the Client revokes such access in writing to the Custodian.

### 3. Duties of Custodian.

(a) The Custodian shall maintain adequate records pertaining to the Account, and all transfers thereto, deposits therein, disbursements and transfers there from and earnings thereon. With respect to each investment, the Custodian shall maintain a record of the purchase price, purchase date, type of security, accrued interest paid, interest rate, principal amount, date of maturity, interest payment date, date of liquidation and amount received upon liquidation. The Custodian shall retain such records for at least six years following the payment and disbursement of the Fund.

(b) The Custodian shall submit or make available to the Client, as requested by the Client, but no more often than monthly, a statement in accordance with Section 4(d). The Custodian shall also provide an annual statement and statements for any time period as may from time to time be requested by the Client.

(c) It is agreed that the duties of the Custodian are only such as are herein specifically provided and are purely ministerial in nature and that the Custodian shall incur no liability except for its own gross negligence, bad faith or willful misconduct. The Client agrees to indemnify, save and hold the Custodian harmless from all loss, costs, damages, fees, and expenses, including, without limitation, attorneys' fees, suffered or incurred by the Custodian as a result of its duties under this Agreement or as a result of liabilities arising out of actions taken by the Custodian pursuant to the Client's instructions; provided, however, the Custodian shall not be entitled to indemnification from its own gross negligence, bad faith or willful misconduct as determined in a final order or judgment of a court of competent jurisdiction. In no event shall the Custodian be liable for indirect, punitive, consequential or special damages and the provisions of this Section shall survive the termination of this Agreement.

(d) If the Custodian is subjected to conflicting demands with respect to funds or property deposited hereunder, the Custodian shall not be permitted or required to resolve such controversy or conflicting demands or take action, including the issuance of disbursements during the continuance of such dispute, but shall await resolution by written instructions from the Client and signed by all parties interested or by final non-appealable

court order. The Custodian shall not be or become liable to the Client or any other person for any act or omission taken in accordance with this Section.

(e) The Custodian may rely upon any direction, certificate, statement or other document believed by it in good faith to be genuine and to have been signed or presented by the proper person or persons. The Custodian may consult with legal counsel in the event of any dispute or question as to the construction of any provisions hereof or its duties hereunder and so long as it acts in good faith, it shall incur no liability in action in accordance with the opinion or instructions of such counsel. The Custodian is authorized to follow and rely upon a final order or judgment of a court of competent jurisdiction.

(f) The Custodian shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused directly or indirectly by, circumstances beyond its control, including, without limitation, act of God, earthquakes; fires; floods; wars; civil or military disturbance; sabotage; epidemics; riots; interruptions, loss or malfunctions of utilities or communication services; accidents; labor disputes; acts of civil or military authority; governmental action; or inability to obtain labor, material, equipment or transportation.

#### 4. Information Release to Baker Tilly Investment Services

The Client hereby directs the Custodian to provide BTIS with a statement of the Account, which may include on-line access. It is agreed and understood that BTIS is acting in an investment advisory capacity to the Client and providing information regarding the Account is critical in the performance of B TIS's duties. The permission granted above shall remain in effect until such time as the Client revokes such access in writing to the Custodian.

5. Notices. All notices, requests, demands and other communications hereunder shall be in writing and be given in person, by facsimile transmission, courier delivery service or by mail, and shall become effective (a) on delivery if given in person, (b) on the date of delivery if sent by facsimile or by courier deliver service, or (c) four business days after being deposited in the mail, with proper postage for first class, registered, certified mail, return receipt requested, prepaid.

To the Client:  
City of Swartz Creek, Michigan  
Attn: Adam Zettel, City Manager  
8983 Civic Drive  
Swartz Creek, MI 48473  
810.635.4464  
[Azettel@cityofswartzcreek.org](mailto:Azettel@cityofswartzcreek.org)

To the Custodian:  
UMB Bank N.A.  
928 Grand Boulevard  
Kansas City, MO 64106  
Attn: Amy Small, Senior Vice President, Institutional Custody  
816.860.5683  
[Amy.small@umb.com](mailto:Amy.small@umb.com)

Such addresses for notice may be changed upon written notice given in the manner described in this paragraph.



6. Amendments to Agreement. This Agreement may be amended, modified or supplemented and any provision of this Agreement may be waived if such amendment, modification, supplement or waiver is in writing and signed by the Client and the Custodian.
7. Resignation and Removal of Custodian. The Custodian may terminate this Agreement and resign and be discharged from further duties at any time upon seven (7) calendar days' prior written notice to the Client. The Client may remove the Custodian at any time upon seven (7) calendar days' prior written notice to the Custodian. At such time as the Custodian resigns or is removed as Custodian hereunder, all property held hereunder shall be distributed to the Client at the written direction of an authorized representative of the Client.
8. Fees. The Custodian will be entitled to fees for its customary services rendered in acting as the Custodian and to reimbursement for ordinary costs and expenses. In addition, the Custodian shall be entitled to reimbursement for any extraordinary expenses incurred by the Custodian, including, but not limited to, attorneys' fees and should it become necessary to perform additional service not contemplated by the terms of this agreements, to additional reasonable fees for such services. For so long as Baker Tilly Investment Services, LLC ("BTIS"), or its successors is the Investment Advisor or Investment Manager, BTIS will hereby pay any such custody fees. Should the Client wish to terminate BTIS as Investment Advisor or Investment Manager and retain a relationship with Custodian, the Client and the Custodian can create a mutually agreeable fee arrangement.
9. Termination of Agreement. This Agreement shall terminate (a) upon receipt of a written instruction from the Client (b) upon the disbursement of all funds and investments from the Account or (c) upon the removal or resignation of the Custodian.
10. Controlling Law. This Agreement shall be construed, enforced and administered in accordance with the laws of the State of Minnesota, without regard to its conflict of laws principle.
11. Counterparts. This Agreement may be executed in counterparts with the same force and effect as if the patties had executed one instrument, and each such counterpart shall constitute an original hereof. The Parties hereto agree the transactions described herein may be conducted and related documents may be sent, stored and received by electronic means.
12. Regulatory Compliance. In order to comply with provisions of the USA Patriot Act of 2001, as amended from time to time, and the Bank Secrecy Act, as amended from time to time, the Custodian may require the parties hereto to provide the Custodian with certain information and/or documentation to verify, confirm and record identification of persons or entities who are parties to this agreement. On or before the execution and delivery of this Agreement, the Client shall provide to Custodian a completed Form W-9 or Form W-8, whichever is appropriate, and any other documentation requested by the Custodian for the purposes of this Section. Notwithstanding anything to the contrary herein provided, the Custodian shall have no duty prepare or file any Federal or state tax report or return with respect to any funds held pursuant to this Agreement or any income earned thereon. The Client shall be responsible for all tax reporting.

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

CITY OF SWARTZ CREEK, MICHIGAN

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

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

Its: \_\_\_\_\_

UMB BANK, N.A., as Custodian

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

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

Its: \_\_\_\_\_

**EXHIBIT A**  
**FORM OF WITHDRAWAL REQUEST**  
**CUSTODIAL AGREEMENT**

**UMB Bank City of Swartz Creek, Michigan Custodial Account**  
**Email Completed Form to [BakerTillyCustody@Umb.com](mailto:BakerTillyCustody@Umb.com)**  
**with Copies to [Mark.Rochford@bakertilly.com](mailto:Mark.Rochford@bakertilly.com) and [Mike.Geraty@bakertilly.com](mailto:Mike.Geraty@bakertilly.com)**

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

Withdrawal Request Type (check one): Wire \_\_\_\_\_ ACH \_\_\_\_\_ CHECK \_\_\_\_\_

Amount of Request: \$ \_\_\_\_\_

Date Funds needed \*: \_\_\_\_\_

Bank Wire Information for Payee:

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

ABA: \_\_\_\_\_

Account #: \_\_\_\_\_

FFC: \_\_\_\_\_

Information if Requesting a Check:

UMB Account to be Debited \_\_\_\_\_

Amount of Check \_\_\_\_\_

Check Recipient: \_\_\_\_\_

Address of Recipient: \_\_\_\_\_

Request to be Sent via Regular Mail or FedEx \_\_\_\_\_

\*Request should be received by us prior to 11:00 a.m. Eastern Time. It is highly recommended that you contact me via phone or email to let me know to expect your request.

---

\_\_\_\_\_  
Authorized Official Signature



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

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

**EXHIBIT B**  
**AUTHORIZED OFFICIALS**  
**CITY OF SWARTZ CREEK, MICHIGAN**

**CERTIFICATE OF INCUMBENCY**

The undersigned, City Manager for the City of Swartz Creek, Michigan, hereby certifies that the following named individuals are duly appointed, qualified and acting in the capacity set forth opposite his/her name, and the following signatures are the true and genuine signatures of said individuals.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
Adam Zettel	City Manager	
Amy Nichols	Treasurer	
_____	_____	_____

Further, such individuals are hereby designated as Authorized Officials of the City of Swartz Creek, Michigan and as such are authorized to furnish UMB Bank with directions relating to any matter concerning the Custodial Agreement, the funds and/or the property held pursuant thereto.

Dated: January 17, 2024

**CITY OF SWARTZ CREEK, MICHIGAN**

By: 

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

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

**EXHIBIT C**  
**AUTHORIZED OFFICIALS**  
**BAKER TILLY INVESTMENT SERVICES, LLC**

**CERTIFICATE OF INCUMBENCY**

The undersigned, the City Manager for the City of Swartz Creek, Michigan, hereby certifies that the following named individuals are acting as investment adviser representatives of Baker Tilly Investment Services, LLC, the investment adviser to the Trust, and the following signatures are the true and genuine signatures of said individuals.

NAME

SIGNATURE

George Bawcum

\_\_\_\_\_

Mike Geraty

\_\_\_\_\_

Mark Rochford

\_\_\_\_\_

The individuals set forth above are hereby designated as Authorized Representatives of the Account and as such are authorized to furnish UMB Bank, N.A. with written directions relating to the investment of funds held in the Account established under the Depositary Agreement in permitted investments set forth on **Exhibit D**.

Dated: January 17, 2024

**CITY OF SWARTZ CREEK, MICHIGAN**

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

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

Its: \_\_\_\_\_

**EXHIBIT D**  
**INVESTMENT POLICY**



INNOVATIVE IDEAS  
EXCEPTIONAL DESIGN  
UNMATCHED CLIENT SERVICE

January 17, 2024

Mr. Robert Bincsik  
Director of Public and Community Services  
City of Swartz Creek  
8083 Civic Drive  
Swartz Creek, MI 48473

**Re: Proposal for the City of Swartz Creek  
2024-2025 MS4 Program Services**

Dear Mr. Bincsik:

DLZ Michigan, Inc. (DLZ) is pleased to submit this proposal to the City of Swartz Creek (CITY) for professional Municipal Separate Storm Sewer System (MS4) program compliance services, estimated staff hours and estimated budgets for the 2024-2025 fiscal year (July 1, 2024 through June 30, 2025).

### **SCOPE OF SERVICES**

#### **Task 1 – Public Education Initiatives**

DLZ proposes to assist the CITY with informing residents and the general public on various stormwater related topics through the CITY website, quarterly newsletters, and social media. DLZ will provide content to add to the existing website, as well as seasonal information for the newsletters and Facebook. Approximately twenty (20) staff hours are estimated to complete this task.

#### **Task 2 – Biannual Facility Inspections & Reporting**

DLZ proposes to conduct biannual (Spring and Fall) facility inspections by one of our Certified Industrial Storm Water Operators at the DPW yard, fire station, and vegetated swale at Elms Park. DLZ will document what chemicals and materials are stored at these facilities, make observations of the condition of each location, and will inspect parking lots, fueling station, and dumpsters at these facilities for potential spill hazards, repairs, and maintenance issues. Inspection reports will be developed and submitted to the CITY for each facility, with any as-needed recommendations.

DLZ will review the existing CITY's Storm Water Pollution Prevention Plan (SWPPP) and Pollution Incident Prevention Plan (PIPP) each Fall and update the document as necessary. Approximately twelve (12) staff hours will be needed to complete this task.

#### **Task 3 – FOG Program Administration**

DLZ proposes to update the Survey 123 software program as necessary and provide assistance with program administration and enforcement as needed. Approximately ten (10) staff hours are estimated to complete this task.



INNOVATIVE IDEAS  
EXCEPTIONAL DESIGN  
UNMATCHED CLIENT SERVICE

### Task 5 – Miscellaneous Services

Throughout the year, additional stormwater services may be needed, at the request of the CITY. Approximately fifteen (15) staff hours are estimated to complete this task.

### RESPONSIBILITIES OF THE CITY

- The CITY will assign a primary contact for the duration of the project.
- The CITY will review all draft documents provided by DLZ in a timely manner.

### TERMS AND CONDITIONS

The Standard Terms and Conditions, as set forth as attached Exhibit A, are incorporated here into and made a part of this Proposal. The Client referred to in the Standard Terms and Conditions means the City of Swartz Creek.

### SERVICES FEE

For services described in the **SCOPE OF SERVICES**, DLZ proposes to charge, and the CITY agrees to pay a Lump Sum fee of **\$9,200.00**. Invoices will be rendered monthly.

If you approve and accept this Proposal, please sign, date, and return one copy of this Proposal for our records. Should you prefer to issue a Purchase Order as your official acceptance, we request that you reference this Proposal in your paperwork.

DLZ appreciates the opportunity to submit this Proposal for professional services. This offer will remain open for acceptance for 60 days. If for any reason you should have questions, please do not hesitate to call Laura Gruzowski at (248) 836-4053.

Respectively,  
**DLZ MICHIGAN, INC.**

Manoj Sethi, P.E.  
President

Attachment:  
Exhibit A: Standard Terms and Conditions

<b>Approved and Accepted</b>	
Signature	_____
Printed Name	_____
Title	_____
Date	_____



## Exhibit A

### DLZ'S STANDARD TERMS AND CONDITIONS

- 1. INVOICES AND PAYMENT:** Unless the parties have agreed otherwise, DLZ will submit monthly invoices to CLIENT for services performed in the prior month. Except to the extent CLIENT disputes in good faith all or a portion of a DLZ invoice, CLIENT will pay DLZ the invoiced amount within thirty (30) days from the date of the invoice; and, in default of such payment, agrees to pay all cost of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. Invoiced amounts not in dispute will accrue interest at eight percent (8%) per annum after they have been outstanding for over thirty (30) days. If an invoiced amount not in dispute remains unpaid sixty (60) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, suspend all project services until all unpaid invoiced amounts not in dispute are paid in full. If an invoice remains unpaid ninety (90) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, declare CLIENT to be in breach of this agreement.
- 2. CONSTRUCTION SERVICES:** If DLZ's scope of services includes providing professional services during the project's construction phase, DLZ will not have control over or be responsible for contractor means, methods, techniques, sequences, procedures, or schedule, or the contractor's failure to comply with the construction contract documents or applicable laws, ordinances, rules or regulations. If DLZ provides construction inspection or observation services, DLZ will report to CLIENT all contractor deviations from the construction contract documents that come to DLZ's attention. However, such services are solely intended to enable DLZ to maintain familiarity with, and keep CLIENT informed of, the general progress and quality of the contractor's work, and not to require DLZ to perform exhaustive inspections of contractor work for its compliance with the construction contract documents, which shall remain solely contractor's responsibility.
- 3. CHANGES IN REQUIREMENTS:** In the event additional services are required due to a change, after the date of this agreement, in CLIENT's requirements, or in the applicable law, standards, or governmental requirements or policies, DLZ will be entitled to additional compensation for such additional services.
- 4. SURVEY STAKING:** If DLZ's scope of services includes survey layout, DLZ will not be responsible for subsequent disturbances of its layout except to the extent caused by DLZ or persons for whom it is responsible.
- 5. MISCELLANEOUS EXPENSES:** Except to the extent otherwise provided in this agreement, CLIENT is responsible for all third-party fees and charges including, without limitation, fees and charges for inspections, zoning or annexation applications, assessments, soils engineering, soils testing, aerial topography, permits, rights-of-entry, bond premiums, title company charges, blueprint and reproduction costs, and all other third-party fees and charges.
- 6. CHANGE OF SCOPE:** DLZ's scope of services in this agreement is based on facts known at the time of execution of this agreement, including, if applicable, information supplied by CLIENT. DLZ will promptly notify CLIENT in writing of any perceived changes to its scope of services required by new information or by persons or circumstances beyond DLZ's control, and the parties shall negotiate modifications to this agreement before DLZ begins performance of the revised scope.
- 7. SAFETY:** DLZ will take reasonable steps to protect the safety of its employees, and to perform its services in a safe manner. DLZ is not responsible for project safety other than with regard to its own services.
- 8. REUSE OF PROJECT DELIVERABLES:** CLIENT's use of any project documents or DLZ deliverables, including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaption by DLZ for the specific purpose intended, will be at CLIENT's sole risk.
- 9. OPINIONS OF CONSTRUCTION COST:** Any opinion of construction costs prepared by DLZ is supplied for the general guidance of the CLIENT only. Since DLZ has no control over competitive bidding or market conditions, DLZ cannot guarantee the accuracy of such opinions as compared to contractor bids or actual cost to CLIENT.
- 10. INSURANCE:** During the performance of its services and for two years thereafter, DLZ will maintain the following minimum insurance coverage: General Liability- \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations aggregate, \$1,000,000 personal/advertising injury aggregate; Automobile Liability- \$1,000,000 combined single limit; Workers Compensation and Employers Liability- in conformance with statutory requirements, and \$1,000,000 employers liability; and Professional Liability- \$2,000,000 per claim and in the aggregate. Certificates evidencing such coverage will be provided to CLIENT upon request. If DLZ is providing construction phase services, CLIENT agrees to require its contractor to include DLZ as an additional insured on the contractor's General Liability and Automobile Liability insurance policies, and DLZ's above-listed coverage will be excess over the contractor's coverage, which will be primary.
- 11. INDEMNITY:** To the fullest extent permitted by law, each of the parties agrees to indemnify and save harmless the other party from and against all liability, damages, and expenses, including reasonable attorney's fees, sustained by the other party by reason of injury or death to persons or damage to tangible property, to the proportionate extent caused by the negligent acts or omissions of the indemnifying party or its employees.
- 12. CONSEQUENTIAL DAMAGES:** Neither party will be liable to the other for consequential, special, incidental, indirect, liquidated, or punitive damages.
- 13. LIABILITY:** No employee of DLZ or of its parent, subsidiary, or affiliated companies will be personally liable to CLIENT. DLZ's total liability to CLIENT, and any coverage of CLIENT as an additional insured under any of DLZ's insurance policies, for injuries, claims, losses, expenses or damages arising out of DLZ's services or this agreement from any causes including, but not limited to, DLZ's negligence, error, omissions, strict liability, or breach of contract, will not exceed the total compensation received by DLZ under this agreement.
- 14. DISPUTES:** Any claim or controversy arising out of or relevant to this agreement, or the breach thereof, shall be settled by binding arbitration in the state in which the project is located, in accordance with the rules of the American Arbitration Association, and judgment upon any award rendered by the arbitrator(s) may be rendered in any court having jurisdiction thereof.
- 15. STATUTE OF LIMITATIONS:** The parties agree that the time period for bringing claims regarding DLZ's Service's under this agreement expires on the earlier of one year after completion of the project, or two years after completion of DLZ's project services.
- 16. DELAYS:** DLZ is not responsible for delays caused by persons or circumstances for which DLZ is not responsible.
- 17. SHOP DRAWINGS:** If DLZ's scope of services includes reviewing shop drawings, such reviews are solely with regard to their general conformance with the design concept, and not for the purpose of reviewing or approving their accuracy, completeness, dimensions, quantities, constructability, compatibility with other construction components, or compliance with the requirements of the construction contract documents, all of which remain the contractor's responsibility. DLZ is not responsible for reviewing or approving the contractor's safety precautions or construction means, methods, sequences or procedures.
- 18. ACCEPTANCE:** Both parties will consider DLZ's initiation of services prior to execution of this agreement in order to accommodate CLIENT, at CLIENT's request, as CLIENT's formal acceptance of all of the terms and conditions in this agreement.
- 19. STANDARD OF CARE:** DLZ will perform its services with the care and skill ordinarily exercised by members of its profession currently practicing under similar conditions in the same locale. DLZ does not make, and expressly disclaims, any other warranties, express or implied, relating to its services including, without limitation, warranties of merchantability and fitness for a particular purpose. DLZ shall be entitled to rely on all CLIENT-provided information except to the extent otherwise stated in the agreement.



January 26, 2024

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

Re: **Review of Bids – Winchester Woods Subdivision Improvements Project  
City of Swartz Creek**

Dear Adam,

The City received eight (8) bids on January 18<sup>th</sup> for the Winchester Woods Subdivision Improvements Project. OHM has reviewed all the bids and prepared a bid tab and recommendation. The highlighted items reflect discrepancies found during our review; the audited numbers did not affect the resulting low bidder. The bids received ranged from a low \$873,445.99 to the highest bid of \$1,430,231.88. The three low bidders are as follows.

Contractor	Amount
TG Priehs, LLC	\$ 873,445.99
Glaeser Dawes Corp.	\$ 1,059,208.26
Diamond Excavating, Inc.	\$ 1,080,101.07

TG Priehs, LLC, out of Imlay City, is the low bidder for this project. OHM has completed several successful projects with TG Priehs, LLC. Based on their past performance and low bid price, **we would recommend award of this contract to TG Priehs, LLC for the audited price of \$873,445.99** per the unit prices listed on the bid. The total price of the contract includes both TEDF Category B Participating items and Non-Participating items; the breakdown is as follows:

Category 1: TEDF Category B Participating :	<b>\$838,460.69</b>
<u>Category 3: TEDF Category B Non-Participating:</u>	<b>\$ 34,985.30</b>
Total Bid	<b>\$873,445.99</b>

Digital files of this letter and a bid tabulation have been emailed to your office. If you have any questions or require additional information, please feel free to contact our office.

Sincerely,  
**OHM Advisors**

Robert A. Merinsky, PE

cc: File

Tabulation of Bids Received on January 18, 2024  
 Winchester Woods Subdivision Improvements  
 City of Swartz Creek , Genesee County, Michigan  
 OHM Job Nos.: 4023-23-0060

T.G Priehs, LLC  
 8 Mountain Drive  
 Imlay City, MI 48444  
 Phone: (810) 272-6224

Glaeser Dawes Corporation  
 4130 Commerce Drive  
 Flushing, MI 48433  
 Phone: (810) 487-1560

Diamond Excavating, Inc.  
 4340 N State Road  
 Davison, MI 48423  
 Phone: (810) 358-8956

L.A. Construction Corporation  
 3453 N. Linden Road  
 Flint, MI 48504  
 Phone: (810) 659-7565

Zito Construction Co.  
 G-8033 Fenton Road  
 Grand Blanc, MI 48439  
 Phone: (810) 695-9025

Waldorf and Sons Inc.  
 9118 N Dort Hwy  
 Mt. Morris, MI 48458  
 Phone: (810) 564-5000

Verdeterre Contracting, Inc.  
 7994 Belleville Road  
 Belleville, MI 48111  
 Phone: (734) 697-4166

DiPonio Contracting, LLC  
 51251 Simone Industrial Dr.  
 Shelby Twp, MI 48216  
 Phone: (586) 997-4150

Item No.	Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
<b>CATEGORY 1: PARTICIPATING</b>																		
1)	Mobilization, Max	1 LSUM	\$60,000.00	\$60,000.00	\$97,718.86	\$97,718.86	\$130,000.00	\$130,000.00	\$69,752.00	\$69,752.00	\$115,000.00	\$115,000.00	\$75,000.00	\$75,000.00	\$106,125.00	\$106,125.00	\$70,000.00	\$70,000.00
2)	Culv, Rem, Less than 24 inch	49 Ea	\$154.00	\$7,546.00	\$130.51	\$6,394.99	\$550.00	\$26,950.00	\$375.00	\$18,375.00	\$415.00	\$20,335.00	\$400.00	\$19,600.00	\$325.00	\$15,925.00	\$500.00	\$24,500.00
3)	Dr Structure, Rem	1 Ea	\$300.00	\$300.00	\$326.54	\$326.54	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$1,350.00	\$1,350.00	\$600.00	\$600.00	\$700.00	\$700.00
4)	Masonry and Conc Structure, Rem	20 Cyd	\$142.00	\$2,840.00	\$85.53	\$1,710.60	\$275.00	\$5,500.00	\$93.75	\$1,875.00	\$180.00	\$3,600.00	\$600.00	\$12,000.00	\$205.00	\$4,100.00	\$150.00	\$3,000.00
5)	Pavt, Rem, Modified	2750 Syd	\$4.00	\$11,000.00	\$10.75	\$29,562.50	\$23.50	\$64,625.00	\$15.00	\$41,250.00	\$14.00	\$38,500.00	\$8.50	\$23,375.00	\$10.50	\$28,875.00	\$22.00	\$60,500.00
6)	Subgrade Undercutting, Type IV	375 Cyd	\$58.00	\$21,750.00	\$52.07	\$19,526.25	\$89.50	\$33,562.50	\$62.50	\$23,437.50	\$70.00	\$26,250.00	\$120.00	\$45,000.00	\$94.35	\$35,381.25	\$85.00	\$31,875.00
7)	Erosion Control, Check Dam, Stone	433 Ft	\$15.00	\$6,495.00	\$17.30	\$7,490.90	\$5.00	\$2,165.00	\$31.25	\$13,531.25	\$60.00	\$25,980.00	\$100.00	\$43,300.00	\$81.20	\$35,159.60	\$50.00	\$21,650.00
8)	Erosion Control, Silt Fence	168 Ft	\$1.50	\$252.00	\$3.24	\$544.32	\$5.00	\$840.00	\$5.00	\$840.00	\$5.00	\$840.00	\$3.00	\$504.00	\$7.50	\$1,260.00	\$4.00	\$672.00
9)	Aggregate Base	666 Ton	\$39.40	\$26,240.40	\$41.56	\$27,678.96	\$26.00	\$17,316.00	\$34.80	\$23,176.80	\$45.00	\$29,970.00	\$38.00	\$25,308.00	\$49.00	\$32,634.00	\$65.00	\$43,290.00
10)	Aggregate Base, 10 inch, Modified	837 Syd	\$24.30	\$20,339.10	\$21.58	\$18,062.46	\$20.00	\$16,740.00	\$28.02	\$23,452.74	\$25.00	\$20,925.00	\$25.00	\$20,925.00	\$23.90	\$20,004.30	\$35.00	\$29,295.00
11)	HMA Base Crushing and Shaping	6311 Syd	\$5.16	\$32,564.76	\$0.96	\$6,058.56	\$3.37	\$21,268.07	\$3.32	\$20,952.52	\$6.00	\$37,866.00	\$1.25	\$7,888.75	\$6.80	\$42,914.80	\$8.00	\$50,488.00
12)	Maintenance Gravel, Modified	600 Ton	\$39.40	\$23,640.00	\$33.30	\$19,980.00 <sup>1</sup>	\$5.00	\$3,000.00	\$50.00	\$30,000.00	\$45.00	\$27,000.00	\$38.00	\$22,800.00	\$57.40	\$34,440.00	\$60.00	\$36,000.00
13)	Shoulder, Cl I, Modified	576 Ton	\$33.00	\$19,008.00	\$48.59	\$27,987.84	\$55.00	\$31,680.00	\$57.75	\$33,264.00	\$52.00	\$29,952.00	\$55.00	\$31,680.00	\$61.50	\$35,424.00	\$55.00	\$31,680.00
14)	Culv End Sect, 12 inch	2 Ea	\$600.00	\$1,200.00	\$412.91	\$825.82	\$395.00	\$790.00	\$952.48	\$1,904.96	\$260.00	\$520.00	\$700.00	\$1,400.00	\$915.00	\$1,830.00	\$800.00	\$1,600.00
15)	Culv End Sect, 24 inch	1 Ea	\$740.00	\$740.00	\$474.80	\$474.80	\$725.00	\$725.00	\$1,098.45	\$1,098.45	\$500.00	\$500.00	\$850.00	\$850.00	\$1,325.00	\$1,325.00	\$1,375.00	\$1,375.00
16)	Culv, Cl A, 12 inch	52 Ft	\$41.00	\$2,132.00	\$40.89	\$2,126.28	\$34.00	\$1,768.00	\$113.34	\$5,893.68	\$96.00	\$4,992.00	\$60.00	\$3,120.00	\$78.00	\$4,056.00	\$80.00	\$4,160.00
17)	Culv, Cl A, 24 inch	50 Ft	\$70.00	\$3,500.00	\$82.36	\$4,118.00	\$55.00	\$2,750.00	\$133.56	\$6,678.00	\$116.00	\$5,800.00	\$100.00	\$5,000.00	\$108.00	\$5,400.00	\$120.00	\$6,000.00
18)	Culv, Cl F, 12 inch	1258 Ft	\$30.00	\$37,740.00	\$33.82	\$42,545.56	\$36.00	\$45,288.00	\$69.74	\$87,732.92	\$59.00	\$74,222.00	\$55.00	\$69,190.00	\$79.00	\$99,382.00	\$65.00	\$81,770.00
19)	Culv, Cl F, 18 inch	171 Ft	\$34.00	\$5,814.00	\$52.80	\$9,028.80	\$43.00	\$7,353.00	\$89.04	\$15,225.84	\$76.00	\$12,996.00	\$60.00	\$10,260.00	\$91.75	\$15,689.25	\$80.00	\$13,680.00
20)	Culv, Outlet Headwall, 12 inch	21 Ea	\$100.00	\$2,100.00	\$651.72	\$13,686.12	\$875.00	\$18,375.00	\$1,462.28	\$30,707.88	\$750.00	\$15,750.00	\$2,000.00	\$42,000.00	\$1,260.00	\$26,460.00	\$2,000.00	\$42,000.00
21)	Culv, Outlet Headwall, 18 inch	12 Ea	\$100.00	\$1,200.00	\$651.72	\$7,820.64	\$975.00	\$11,700.00	\$1,684.88	\$20,218.56	\$900.00	\$10,800.00	\$2,200.00	\$26,400.00	\$1,485.00	\$17,820.00	\$2,050.00	\$24,600.00
22)	Structure Cover, Adj, Case 1, Modified	4 Ea	\$1,200.00	\$4,800.00	\$502.37	\$2,009.48	\$1,800.00	\$7,200.00	\$2,221.25	\$8,885.00	\$1,500.00	\$6,000.00	\$1,200.00	\$4,800.00	\$1,850.00	\$7,400.00	\$2,000.00	\$8,000.00
23)	Structure Cover, Adj, Case 2, Modified	3 Ea	\$1,200.00	\$3,600.00	\$320.72	\$962.16	\$790.00	\$2,370.00	\$625.00	\$1,875.00	\$880.00	\$2,640.00	\$1,200.00	\$3,600.00	\$950.00	\$2,850.00	\$700.00	\$2,100.00
24)	Cold Milling HMA Surface	6984 Syd	\$5.20	\$36,316.80	\$2.66	\$18,577.44	\$4.07	\$28,424.88	\$3.27	\$22,837.68	\$6.00	\$41,904.00	\$1.50	\$10,476.00	\$5.85	\$40,856.40	\$4.07	\$28,424.88
25)	HMA, 3EML	1351 Ton	\$97.11	\$131,195.61	\$95.81	\$129,439.31	\$103.00	\$139,153.00	\$108.15	\$146,110.65	\$110.00	\$148,610.00	\$120.00	\$162,120.00	\$115.60	\$156,175.60	\$103.00	\$139,153.00
26)	HMA, 5EML	1747 Ton	\$103.86	\$181,443.42	\$109.57	\$191,418.79	\$109.00	\$190,423.00	\$114.45	\$199,944.15	\$115.00	\$200,905.00	\$120.00	\$209,640.00	\$115.46	\$201,708.62	\$109.00	\$190,423.00
27)	Driveway, HMA	104 Ton	\$122.00	\$12,688.00	\$231.47	\$24,072.88	\$250.00	\$26,000.00	\$384.09	\$39,945.36	\$260.00	\$27,040.00	\$400.00	\$41,600.00	\$315.00	\$32,760.00	\$350.00	\$36,400.00
28)	Driveway, Nonreinf Conc, 6 inch, Modified	1767 Syd	\$58.00	\$102,486.00	\$65.18	\$115,173.06	\$61.36	\$108,423.12	\$73.22	\$129,379.74	\$70.00	\$123,690.00	\$88.00	\$155,496.00	\$80.00	\$141,360.00	\$90.00	\$159,030.00
29)	Post, Mailbox	49 Ea	\$35.00	\$1,715.00	\$74.92	\$3,671.08	\$150.00	\$7,350.00	\$125.00	\$6,125.00	\$125.00	\$6,125.00	\$375.00	\$18,375.00	\$325.00	\$15,925.00	\$200.00	\$9,800.00
30)	Post, Steel, 3 lb	438 Ft	\$8.60	\$3,766.80	\$9.40	\$4,117.20	\$8.50	\$3,723.00	\$8.93	\$3,911.34	\$12.00	\$5,256.00	\$10.00	\$4,380.00	\$9.80	\$4,292.40	\$8.50	\$3,723.00
31)	Sign, Type III, Erect, Salv	7 Ea	\$76.15	\$533.05	\$82.91	\$580.37	\$75.00	\$562.50	\$78.75	\$551.25	\$100.00	\$700.00	\$80.00	\$640.00	\$86.25	\$603.75	\$75.00	\$562.50
32)	Sign, Type III, Rem	21 Ea	\$30.45	\$639.45	\$33.16	\$696.36	\$30.00	\$630.00	\$31.50	\$661.50	\$50.00	\$1,050.00	\$35.00	\$735.00	\$34.50	\$724.50	\$30.00	\$630.00
33)	Sign, Type IIIA	95 Sft	\$23.40	\$2,223.00	\$25.43	\$2,415.85	\$23.00	\$2,185.00	\$24.15	\$2,294.25	\$30.00	\$2,850.00	\$25.00	\$2,375.00	\$26.45	\$2,512.75	\$23.00	\$2,185.00
34)	Sign, Type IIIB	122 Sft	\$23.40	\$2,854.80	\$25.43	\$3,102.46	\$23.00	\$2,806.00	\$24.15	\$2,946.30	\$30.00	\$3,660.00	\$25.00	\$3,050.00	\$26.45	\$3,226.90	\$23.00	\$2,806.00
35)	Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	79 Ft	\$25.00	\$1,975.00	\$25.20	\$1,990.80	\$32.00	\$2,528.00	\$16.80	\$1,327.20	\$27.00	\$2,133.00	\$25.00	\$1,975.00	\$19.00	\$1,501.00	\$20.00	\$1,580.00
36)	Barricade, Type III, High Intensity, Double Sided, Light	12 Ea	\$127.00	\$1,524.00	\$138.18	\$1,658.16	\$125.00	\$1,500.00	\$131.25	\$1,575.00	\$140.00	\$1,680.00	\$130.00	\$1,560.00	\$143.75	\$1,725.00	\$185.00	\$2,220.00
37)	Barricade, Type III, High Intensity, Double Sided, Light	12 Ea	\$10.00	\$120.00	\$11.05	\$132.60	\$10.00	\$120.00	\$10.50	\$126.00	\$10.00	\$120.00	\$15.00	\$180.00	\$11.50	\$138.00	\$5.00	\$60.00
38)	Dust Palliative, Applied	5 Ton	\$100.00	\$500.00	\$442.19	\$2,210.95	\$100.00	\$500.00	\$525.00	\$2,625.00	\$500.00	\$2,500.00	\$1,500.00	\$7,500.00	\$450.00	\$2,250.00	\$300.00	\$1,500.00
39)	Minor Traf Devices	1 LSUM	\$19,200.00	\$19,200.00	\$10,059.74	\$10,059.74	\$5,500.00	\$5,500.00	\$9,555.00	\$9,555.00	\$18,850.00	\$18,850.00	\$10,000.00	\$10,000.00	\$23,900.00	\$23,900.00	\$30,000.00	\$30,000.00
40)	Sign, Type B, Temp, Prismatic, Furn	105 Sft	\$5.10	\$535.50	\$5.53	\$580.65	\$5.00	\$525.00	\$5.25	\$551.25	\$9.00	\$945.00	\$7.50	\$787.50	\$5.75	\$603.75	\$10.00	\$1,050.00
41)	Sign, Type B, Temp, Prismatic, Oper	105 Sft	\$1.00	\$105.00	\$1.11	\$116.55	\$1.00	\$105.00	\$1.05	\$110.25	\$1.00	\$105.00	\$1.25	\$131.25	\$1.15	\$125.75	\$1.00	\$105.00
42)	Traf Regulator Control	1 LSUM	\$10,000.00	\$10,000.00	\$7,306.43	\$7,306.43	\$20,000.00	\$20,000.00	\$25,000.00	\$25,000.00	\$9,600.00	\$9,600.00	\$6,500.00	\$6,500.00	\$6,735.00	\$6,735.00	\$15,000.00	\$15,000.00
43)	Turf Establishment, Performance	9668 Syd	\$3.50	\$33,838.00	\$12.18	\$117,756.24	\$3.75	\$36,255.00	\$9.45	\$91,362.60	\$10.50	\$101,514.00	\$12.00	\$116,016.00	\$10.00	\$96,680.00	\$9.00	\$87,012.00
<b>TOTAL CATEGORY 1 - PARTICIPATING:</b>				<b>\$838,460.69</b>		<b>\$981,717.36<sup>2</sup></b>		<b>\$1,030,641.57</b>		<b>\$1,168,566.62</b>		<b>\$1,210,175.00</b>		<b>\$1,248,807.50</b>		<b>\$1,308,854.62</b>		<b>\$1,300,561.88</b>
<b>CATEGORY 3: NON-PARTICIPATING</b>																		
44)	Ditch Cleanout	46.3 Sta	\$283.00	\$13,102.90	\$971.70	\$44,989.71	\$425.00	\$19,677.50	\$1,625.00	\$75,237.50	\$1,950.00	\$90,285.00	\$1,350.00	\$62,505.00	\$1,650.00	\$76,395.00	\$1,700.00	\$78,710.00
45)	Sewer, Cl E, 12 inch, Tr Det B	28 Ft	\$45.80	\$1,282.40	\$90.88	\$2,544.64	\$34.00	\$952.00	\$79.57	\$2,227.96	\$114.00	\$3,192.00	\$80.00	\$2,240.00	\$79.00	\$2,212.00	\$160.00	\$4,480.00
46)	Sewer, Cl E, 18 inch, Tr Det B	120 Ft																



February 7, 2024

Adam Zettel, AICP  
City Manager  
City of Swartz Creek  
8083 Civic Drive  
Swartz Creek, Michigan 48473

**RE: Construction Engineering Services Proposal**  
Winchester Woods Subdivision Improvements

Dear Mr. Zettel:

We commend the City of Swartz Creek for its ongoing commitment to improve the quality and durability of its road network. Orchard, Hiltz & McCliment, Inc. (OHM Advisors) is pleased to present this proposal for construction engineering services for the Winchester Woods Subdivision Improvements.

**PROJECT UNDERSTANDING**

As you are aware, TG Prihs submitted the low bid with a total price of \$873,445.99 for the Winchester Woods Subdivision Improvements project.

Improvements for this project include approximately 1.15 miles of road rehabilitation. Specifically, work includes crushing and shaping Chesterfield Drive (Seymour Road west to appr. 9265 Chesterfield Dr.); Eton Court (Chesterfield Dr. north to cul-de-sac); and Birchcrest Drive (Young Drive south to Oakview Drive); *and* milling and resurfacing Valleyview Drive (Oakview Drive south to dead end); Oakview Drive (Seymour Rd west to just west of Birchcrest Dr.); Young Drive (Seymour Rd. west to appr. 9246 Young Dr.; and Birchcrest Drive (Oakview Dr. south to cul-de-sac).

Upgrades to shoulders, ditches, drains, and driveways as necessary are also proposed to accommodate these road improvements.

**SCOPE OF SERVICES**

Our scope of services for this project is as follows:

**CONSTRUCTION ENGINEERING**

- ▶ Perform full-time construction observation and address contractor issues during construction.
- ▶ Prepare daily reports during construction.
- ▶ Coordinate with SMAC Construction Testing, as necessary, to perform density testing services on storm sewer backfill, road sub-base, aggregate base, asphalt pavement, and concrete pavement.
- ▶ Perform construction staking for storm sewer and provide witness stakes for the edge of pavement in crush and shape areas.



- ▶ Measure and track quantities during construction.
- ▶ Attend progress meetings as required during construction, we anticipate bi-weekly meetings however that may be adjusted during construction.
- ▶ Prepare Contractor pay estimates and change orders.
- ▶ Coordinate punch-list walkthrough with the Contractor.
- ▶ Monitor progress with the Contractor for punch-list items and close the project in accordance with City requirements.

### COMPENSATION AND SCHEDULE

We spoke to a representative from TG Priehs and understand they intend to start work in the spring of 2024 and their construction schedule is eleven (11) weeks long. We will keep you abreast of the contractor's progress as construction moves forward and the final construction engineering fee will be based on the actual duration of work.

The services outlined above will be performed on a time and expense basis in accordance with the enclosed *Standard Terms and Conditions* for an amount not-to-exceed fee of one hundred twenty-eight thousand five hundred three dollars (\$128,503.00).

Construction Observation	\$ 86,944.00
Construction Staking	\$ 14,000.00
Material Testing	\$ 11,925.00
<u>Contract Administration</u>	<u>\$ 15,634.00</u>
<b>TOTAL</b>	<b>\$128,503.00</b>

If this proposal is acceptable to you, please sign below and email an executed copy for our files. We look forward to being a part of the team and working with the City on another successful project. Should you have any questions regarding this proposal please feel free to call me at 810.396.4374 or email [rob.merinsky@ohm-advisors.com](mailto:rob.merinsky@ohm-advisors.com).

Sincerely,  
OHM Advisors

Andrew J. Harris, PE

Robert A. Merinsky, PE

Encl: Standard Terms and Conditions



**City of Swartz Creek  
Construction Engineering Services Proposal  
Winchester Woods Subdivision Improvements**

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

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

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



## TERMS & CONDITIONS



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

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



**From:** [Bella Miller](#)  
**To:** [Adam Zettel](#)  
**Subject:** Class-C Liquor License  
**Date:** Friday, February 2, 2024 10:41:23 AM

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Good Morning Adam, Our business Bells Book Nook & Cafe LLC is looking to open up in the old Kens Barber Shop and we are in the process of acquiring a Class C liquor license for our downtown location at 8010 Miller Road. According to the Liquor Control Commission, there is one on-premises license available for Swartz Creek City and we are pursuing it. As part of that process, we must submit a resolution passed by the city council that recommends Bellas Book Nook & Cafe LLC's application be considered for approval by the Michigan Liquor Control Commission. Attached is the form we are required to submit along with our application. We would like the resolution added to the agenda of the next possible meeting.



**Local Government Approval**  
(Authorized by MCL 436.1501)

**Instructions for Applicants:**

- You must obtain a recommendation from the local legislative body for a new on-premises license application, certain types of license classification transfers, and/or a new banquet facility permit.

**Instructions for Local Legislative Body:**

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a \_\_\_\_\_ meeting of the \_\_\_\_\_ council/board  
(regular or special) (township, city, village)  
called to order by \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_  
the following resolution was offered: (date) (time)

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_  
that the application from \_\_\_\_\_  
(name of applicant - if a corporation or limited liability company, please state the company name)

for the following license(s): \_\_\_\_\_  
(list specific licenses requested)

to be located at: \_\_\_\_\_

and the following permit, if applied for:

Banquet Facility Permit Address of Banquet Facility: \_\_\_\_\_

It is the consensus of this body that it \_\_\_\_\_ this application be considered for  
(recommends/does not recommend)  
approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are \_\_\_\_\_

**Vote**

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the \_\_\_\_\_  
council/board at a \_\_\_\_\_ meeting held on \_\_\_\_\_ (township, city, village)  
(regular or special) (date)

Print Name of Clerk

Signature of Clerk

Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:  
Michigan Liquor Control Commission

Mailing address: P.O. Box 30005, Lansing, MI 48909

Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933

Fax to: 517-763-0059

*CITY OF SWARTZ CREEK*  
**SWARTZ CREEK, MICHIGAN**  
**PLANNING COMMISSION**  
**ZONING BOARD OF APPEALS**  
**2023 ANNUAL REPORT**

**To: The Honorable David Krueger & Swartz Creek City Council**  
**From: The Swartz Creek Planning Commission**  
**Subject: 2023 Annual Report**

Greetings,

**Introduction**

In addition to the Planning Commission and Zoning Board of Appeals updates that are delivered in city council meeting packets, and respective minutes, this document serves as a summary report of the activities of the planning commission and zoning board of appeals for the calendar year of 2023. This report is not to be confused with the monthly building report. This document is intended to summarize the general status and open-meeting decisions made by the planning commission (PC) and zoning board of appeals (ZBA). It also serves as a guide to training and activity expectations for 2024.

**Summary Findings**

The PC experienced a slow year in terms of the number of reviews and meeting count. All business spanning their four meetings was related to training and the work on the downtown Planned Unit Development District, with related guidelines. In some respects, this may have allowed the commission to focus. Despite this, the commission has been engaged, and I do expect multiple site plans in 2024. I am pleased that the entire commission was able to benefit from formal training onsite.

The ZBA had absolutely no business, aside from training and their annual meeting. We will focus on formal targeted training for the commission and ZBA early this calendar year.

Concerning attendance and activity, the planning commission had a slow year and met only four times and experienced 30 attendances out of 36 attendance opportunities (83%).

The commission did not have any change to membership in 2023, with the exception of the recent resignation of Mr. Currier. This seat is still vacant. Tom Wyatt serves as the chair and represents the planning commission on the ZBA. Mr. Henry is the City Council representative on the planning commission. The Mayor serves on the planning commission by default.

The ZBA met only once, which was for their annual meeting in March. Formal Advanced ZBA Training followed. The ZBA also attended the February Site Plan Review Training session that the planning commission hosted. Attendance was about 71% (5 attendances out of 7 total opportunities, including alternates). There has been no change to the membership in 2023.

Community development was very slow overall, including new house starts and other building projects. While there was a lot of interest in new users for commercial property, as well as for redevelopment property, there were not any site plans or developments. The community and economic development specialist has been working on various projects to spur economic activity in accordance with the city’s community and economic development plan. This includes liaising with businesses, promoting events, providing grant opportunities, and general marketing.

There have also been efforts to promote specific development projects within the community. This includes the marketing of the old Methodist Church and efforts to have existing businesses consider expansions or renovations under the MEDC RRC program. We are getting good participation and feedback on these programs, but no investment activity yet.

<b>ZONING BOARD OF APPEALS</b>		
Tom Wyatt (PC Chair)	06/30/25	5097 School
Ronald Smith, Secretary	06/30/26	9194 Chesterfield
John Gilbert (Council member)	11/25/24	7459 Miller Rd.
Walt Melen (Alternate)	06/30/25	7054 Bristol
James Packer, Chairperson	06/30/24	7515 Elizabeth Ct.
Kenneth Brill (Alternate)	06/30/26	5352 Greenleaf
George Hicks	06/30/24	8373 Miller

## **Board members & Commissioners**

Below is the current list of the PC and ZBA membership. All members have been given copies of the city’s personnel policies.

February 6, 2024  
 Planning Commission  
 Annual Report for 2023

<b>PLANNING COMMISSION</b>	<b>Term end date</b>	<b>Address</b>
Vicke Sturgess	06/30/25	5153 Durwood
Charles Campbell	06/30/24	5342 Winshall
Vacant	06/30/25	
Betty Binder, Secretary	06/30/26	8079 Bristol Road
Tom Wyatt (ZBA), Chair	06/30/26	5097 School
Bud Grimes	06/30/25	5171 Oakview Drive
Nate Henry (Council), Vice-Chair	11/25/24	5411 Don Shenk
Mark Branoff	06/30/24	7216 Parkridge
David Krueger, Mayor	Per Council Term	7399 Miller Rd

**Facts & Figures on Projects**

Below is an exhaustive list of projects and activities that were addressed by the Planning Commission and Zoning Board of Appeals.

<b>Project</b>	<b>Venue</b>	<b>Review</b>	<b>Location</b>	<b>Size or Units</b>	<b>Value</b>	<b>Month</b>	<b>Approval</b>	<b>Status</b>
Site Plan Review	PC & ZBA	Training	N/A	N/A	Priceless	February	N/A	Complete
Advanced ZBA	ZBA	Training	N/A	N/A	Priceless	March	N/A	Complete
Downtown PUD Zoning	PC	Zoning Amendment	Downtown District	N/A	N/A	June	Yes	Complete
Design Guidelines	PC	Reference Document	Downtown District	N/A	N/A	June	Yes	Complete
Downtown PUD Overlay	PC	Zoning Amendment	Downtown District	N/A	N/A	August	Yes	Complete

**Training**

Staff is going to make a concerted effort to continue onsite training for the planning commission and zoning board of appeals members. This worked well and was efficient in 2023. We continue to request that members with less than one full term engage in standard Michigan Association of Planning events, including the annual conference. A training letter is sent via email and hardcopy that encourages members to pursue formal training, to attend other city events/meetings, and to consult with the city manager about opportunities for improvement.

I expect the ZBA annual meeting in March will include general ZBA training by myself for the entire group.

**Community and Economic Development**

This is a new section that will be used to track annual progress and amendments to the city’s Economic Development Strategy. This requirement comes from the Michigan Economic Development Corporation as part of their Redevelopment Ready Community programming. Requirements aside, this makes much sense and we are happy to add this.

Our first complete review actually points to much progress on the strategy, with a vast majority of items being completed or kept current. However, there are a couple notable exceptions that will require attention, as noted in this plan as well as the DDA plans. This includes the downtown gateway enhancements and wayfinding signs.

Samantha is including some information as a supplement to this report, which includes a demographic study that we are using to attract business, as well as the marketing package for 4484 Morrish Road.

Note that the efforts to coordinate a stronger growth strategy and higher capacity chamber have not been successful. This does not appear to be the direction the chamber wishes to go. As such, this is the primary reason why these objectives are no longer being pursued.

The complete strategy task list, with notes follows:

Objective List Key

Accomplished! Efforts ongoing where appropriate.
Efforts still ongoing. Some goals accomplished, but not all.
Objective no longer aligns with goals.
New objective!

Objective	Action Item(s)	Responsible Entity	Time Frame	Status
Dedicate new expanded areas for a mixture of commercial development, while supporting the success and improvement of existing business areas.	<ul style="list-style-type: none"> <li>Complete zoning amendments to meet RRC Technical Review</li> <li>Develop an internal business retention strategy to support existing base companies</li> <li>Create downtown PUD District</li> </ul>	City Administration, City Council, Planning Commission	2019	Complete. Samantha uses software to track retention visits.
Encourage the type and amount	<ul style="list-style-type: none"> <li>Complete target market analysis to identify potential</li> </ul>	DDA	Short Term	Completed through retail

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<p>of business operation supported by market analysis, historical performance and consumer desires.</p>	<p>industry markets to attract to Swartz Creek</p> <ul style="list-style-type: none"> <li>• Complete a consumer survey to identify shopping trends of Swartz Creek residents</li> </ul>			<p>leakage study, and spending analysis by UM-Flint.</p>
<p>Encourage the rehabilitation or replacement of obsolete commercial/office and industrial buildings and sites with viable business establishments or other appropriate uses.</p>	<ul style="list-style-type: none"> <li>• Update codes and penalties to strengthen blight enforcement efforts for buildings and properties in need of repair and upkeep</li> <li>• Identify additional resources, incentives and grants to assist with façade improvements</li> <li>• Identify additional resources, incentives and grants to assist with redevelopment of core downtown sites</li> <li>• Utilize TIF Funds to assist with downtown feasibility analyses as needed</li> <li>• Identify funding sources and grants to assist with environmental cleanup and restoration as needed.</li> <li>• Review and update DDA Development Plan to ensure a current project list and access to all tools available to the DDA</li> </ul>	<p>Staff, Metro PD, DDA</p>	<p>Short Term, Ongoing</p>	<p>Complete; Ongoing.</p>
<p>Promote the revitalization of downtown Swartz</p>	<ul style="list-style-type: none"> <li>• Utilize Redevelopment Ready Communities to develop promotional materials for</li> </ul>	<p>Staff, DDA, Planning</p>	<p>Complete and Ongoing</p>	<p>Completed through RRC site</p>

<p>Creek through the attraction of businesses and other uses suited to that area.</p>	<p>key redevelopment sites downtown identified in this plan, the DDA Development Plan and the City Master Plan. This should include detailed concept plans for priority sites</p> <ul style="list-style-type: none"> <li>• Create city-wide promotional materials to reach specified target investment markets. These materials should focus on consumer spending patterns, educational attainment, wages, labor force and available redevelopment sites</li> <li>• Focus efforts and resources when available on priority redevelopment sites identified within this plan.</li> </ul>	<p>Commission, DDA, Chamber</p>		<p>assistance; Ongoing efforts to create city-wide promotional materials.</p>
<p>Encourage the retention of residential neighborhoods in the vicinity of downtown Swartz Creek as a source of customers</p>	<ul style="list-style-type: none"> <li>• Look to identify areas within the core of the city to encourage new housing development, especially missing middle housing which can attract workforce and families to the city</li> <li>• Identify opportunities to increase core residential density</li> </ul>	<p>DDA, Planning Commission</p>	<p>Ongoing</p>	<p>Complete; Ongoing.</p>
<p>Promote visual and physical links between the downtown and the Civic Center such as landscaped walkways, streetscape, and public art.</p>	<ul style="list-style-type: none"> <li>• Implement the city's streetscape plan currently under development</li> <li>• Work with local artisan groups such as the Greater Flint Arts Council or the Flint Institute of Arts to identify opportunities to include art into public spaces and pedestrian ways throughout the city</li> <li>• Include artistic features such as murals or statues into downtown design guidelines</li> </ul>	<p>Council, DDA, Planning Commission</p>	<p>Ongoing</p>	<p>Complete; Ongoing.</p>



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	<ul style="list-style-type: none"> <li>Use vacant spaces or underutilized sites in downtown to host popup events such as farmers markets, art fairs, food truck festivals, movies or concerts featuring local artists to increase programming in the city and to drive visitors to the core of the downtown</li> </ul>			
Continue to promote community events in the downtown and Civic Center areas as a way of attracting attention and customers to downtown businesses.	<ul style="list-style-type: none"> <li>Work with the DDA and the Chamber to develop a promotional platform to highlight local events to residents of the city and potential outside markets to attract visitors. Various forms of media including print, social, radio, and television should be utilized to maximize the extent of the message</li> <li>Develop a platform to highlight local businesses to residents</li> <li>Work with the Visitors and Convention Bureau of Genesee County to highlight local events and drive visitors to Swartz Creek</li> </ul>	DDA, Chamber	Ongoing	Complete; Ongoing.
Promote the development of a traditional mixed-use downtown corridor along Morrish Road, between the entrance into the Sports Creek racetrack and Civic Drive, in accordance with the following standards	<ul style="list-style-type: none"> <li>Permit commercial uses such as small-scale retail stores; professional offices for physicians, optometrists, chiropractors, dentists, psychologists, and similar professions.</li> <li>Ensure businesses have frontage on Morrish Road and build to the right-of-way or agreed-upon short distance setback</li> <li>Encourage or develop requirements for a second or</li> </ul>	Planning Commission, DDA	Ongoing	Ongoing; Brewer Townhomes phase 1 complete. 2/3 units sold.

	<p>third floor for residential dwellings</p> <ul style="list-style-type: none"> <li>• Allow the use of alleyways for rear parking and loading</li> </ul>			
<p>Promote the development of the mixed-use area north of the Morrish Road/I-69 interchange for retail and other uses.</p>	<ul style="list-style-type: none"> <li>• Locate any residential uses along or in proximity to Bristol Road or within the rears of the properties and locate commercial uses near I-69 and Morrish Road</li> <li>• Ensure that commercial uses are of a size, scale, and character consistent with other development in the area</li> <li>• Develop a gateway strategy to welcome shoppers and visitors to Swartz Creek</li> <li>• Enhance the entryway to Sports Creek as a prime destination site for the city, should it be repurposed</li> </ul>	<p>Planning Commission, DDA</p>	<p>Ongoing</p>	<p>Ongoing; Gateway strategy is a priority. Sports Creek entryway cannot be enhanced without willing owner.</p>
<p>Coordinate efforts to retain and attract industrial development and work with other groups that are involved in economic development</p>	<ul style="list-style-type: none"> <li>• Work with the Flint &amp; Genesee Chamber Economic Development Team to ensure available properties in the city are listed on Zoom Prospector</li> <li>• Prepare a city-wide fact sheet identifying target industrial markets, properties available, proximity to major markets and industry sectors (auto, medical, etc), access to local workforce, tax incentives (if applicable) and any other asset (utilities) that could be used to attract new industry</li> <li>• Host regional and state economic developers at prime properties in the city to give them an on-the-ground feel for the site</li> </ul>	<p>Staff, Council, Chamber</p>	<p>Short – Mid Term</p>	<p>Most efforts still ongoing, some obsolete; Samantha is reworking these objectives.</p> <p>Very little industrial space available.</p>

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	<ul style="list-style-type: none"> <li>• Market sites available for advanced manufacturing in all industry sectors</li> <li>• Encourage General Motors to increase, when feasible, its operations at the Customer Care and Aftersales facility within the city</li> <li>• Work with Bishop Airport to solicit intermodal or other distribution industries to the city</li> <li>• There is a growth opportunity in manufacturing in Swartz Creek. The city will prioritize sites available for manufacturing growth and promote them to encourage business expansions within the city.</li> </ul>			
Coordinate existing programs and provide information on small business development programs.	<ul style="list-style-type: none"> <li>• Work with the Flint &amp; Genesee Chamber Economic Development Team to host local small businesses educational events in partnership with the Swartz Creek Chamber of Commerce</li> <li>• Host the Genesee County eTeam for small business education</li> <li>• Provide a small business resource kiosk at city hall to inform small businesses about assistance programs available locally and throughout the state</li> </ul>	Chamber, DDA	Short Term	Initial goals obsolete. Ongoing; Sam will complete these with other resource partners, online link to a small business resource guide.
Work to grow the City of Swartz Creek Chamber of Commerce and its capacity to	<ul style="list-style-type: none"> <li>• Work to increase capacity of chamber to become the city's primary promotional entity</li> </ul>	Chamber	Ongoing	Obsolete. Hired professional staff instead.

assist local companies and promote the City as a whole	<ul style="list-style-type: none"> <li>Focus membership growth on companies located within the City of Swartz Creek</li> </ul>			
Implement the recently completed marketing and branding strategy	<ul style="list-style-type: none"> <li>Incorporate the DDA Development Plan, Master Plan and Economic Development Plan into a comprehensive marketing strategy to promote Swartz Creek</li> <li>Develop a communications plan to ensure all targeted marketing is formatted to reflect the new marketing and branding strategy</li> <li>Complete a brand kickoff and begin implementation of new logos and taglines</li> </ul>	Council, Staff, DDA, Chamber	Ongoing	Accomplished.
Focus more on Placemaking Efforts	<ul style="list-style-type: none"> <li>Utilize Public Spaces Community Places program to complete Cosmos in the Creek, and Holland Square projects.</li> <li>Install more wayfinding signs throughout the city.</li> <li>Research and consider Social District opportunities and benefits.</li> </ul>	Council, Staff	Mid-Short Term	New objective.

## Public Participation

### *Social Media*

In February of 2023, the Economic and Community Development Director created a Facebook page – [Downtown Swartz Creek Business and Events](#) as a place for residents to find information about events and other things happening in the area. An Instagram was created a few months after that. Below, statistics for Reach, Visits, New Likes and Follows, and Ad Trends are included. Most notably, the page reached 42,993 unique accounts! That’s over seven times the number of residents in Swartz Creek. Autumn Jesme with the Shirt Traveler, also generously runs <https://downtownswartzcreek.com/> which includes a calendar of local events, and others throughout Genesee County.

### *Public Events*

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The Downtown Development Authority in partnership with the Swartz Creek Area Firefighter's Association, hosted 6 Family Movie Nights (FMN) at the Pajtas Amphitheater. Participation ranged from 75 – 175 guests. Weather, movie, and activities before the movie all seemed to play into the participation rate. Social Media Ads were utilized for most movie nights, in addition to multiple posts, and reels with music. Jeepers Creekers also hosted Makers Markets once a month from May – September, in addition to the annual Trunk or Treat and Costume Run for Halloween in October. These events had a lot of participation, but I do not have numbers on those.

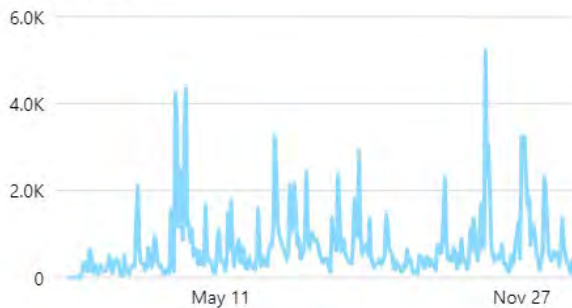
*Continued Efforts*

2023 was a great year with many new and returning events that the public was able to attend for free. This year we will be exploring opportunities to add new events to the calendar. So far, we are considering adding an Easter Egg hunt, and a Winter Market. We are always looking for groups that would like to host events downtown or in the parks. Please reach out to Samantha Fountain with any ideas at [sfountain@cityofswartzcreek.org](mailto:sfountain@cityofswartzcreek.org).

**Reach**

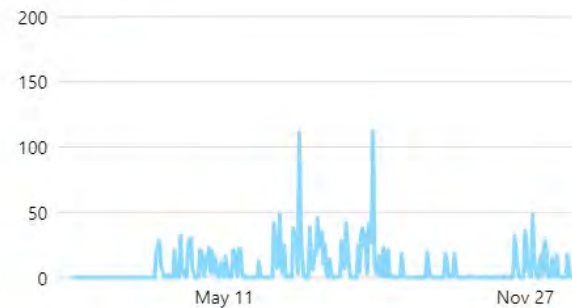
Facebook reach ⓘ

42,993 ↑ 100%



Instagram reach ⓘ

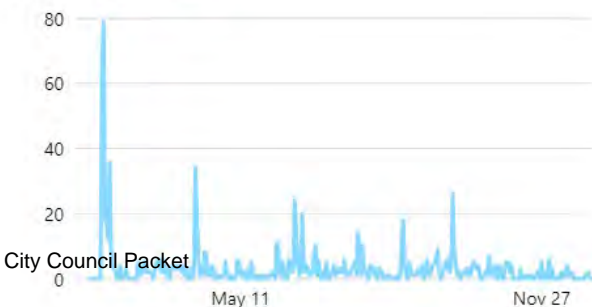
396 ↑ 100%



**New likes and follows**

Facebook Page new likes ⓘ

1,063 ↑ 100%



New Instagram followers ⓘ

71



City Council Packet

145

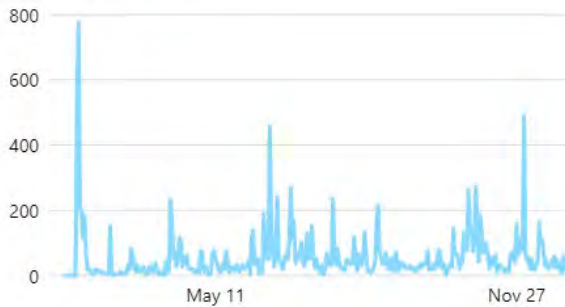
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Visits

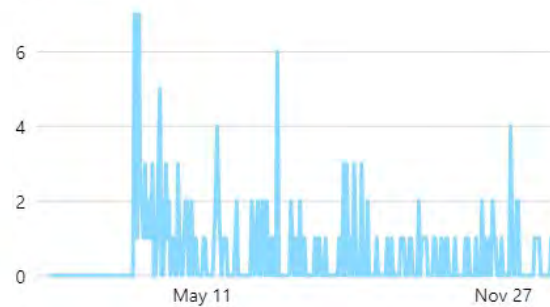
Facebook visits ⓘ

18,233 ↑ 100%



Instagram profile visits ⓘ

183 ↑ 100%



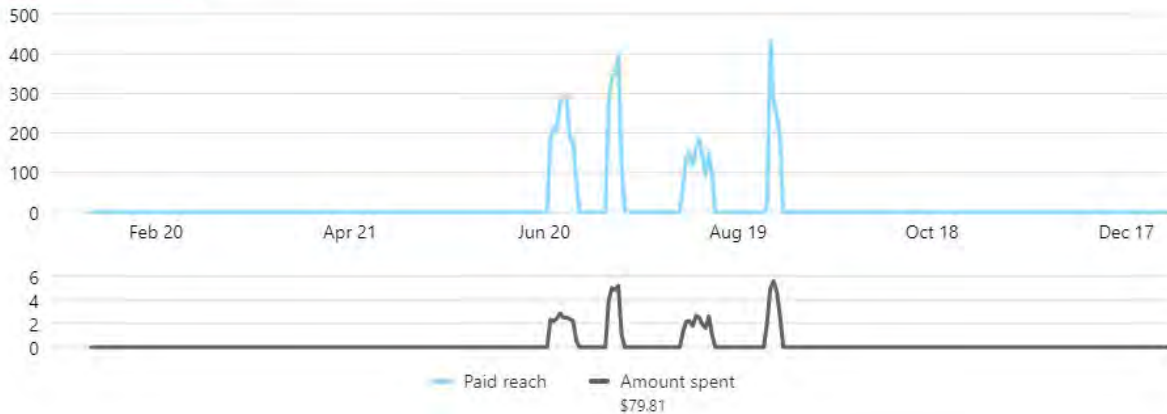
Ad trends

Paid reach ⓘ

2,628 ↑ 100%

Paid impressions ⓘ

8,541 ↑ 100%



**Looking Ahead**

We do not expect a lot of change in 2024. The economic momentum seems to be neutral at the moment. However, there are a number of new businesses and potential projects on the horizon. There is an institutional user that is completing a special land use application for the March agenda. There is also a stated intent to reconstruct the former Lorenzo's Dip and

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Dine that has burned. In addition, we will continue to market the community, pursue wayfinding signage and historical signage programs, as well as to invite downtown renovations and improvement projects using incentives.

That is all for now. Please contact me with any questions or comments!

Sincerely,



Adam H. Zettel, AICP  
City Manager  
City of Swartz Creek  
[azettel@cityofswartzcreek.org](mailto:azettel@cityofswartzcreek.org)

**From:** [Weighill, Dale](#)  
**To:** [hburgess@myscasc.org](mailto:hburgess@myscasc.org); [bmccallum@myscasc.org](mailto:bmccallum@myscasc.org); [dekrueger2k@yahoo.com](mailto:dekrueger2k@yahoo.com); [Adam Zettel](#); [Bradshaw, Derek](#)  
**Subject:** ARPA Funding for Senior Centers  
**Date:** Wednesday, January 17, 2024 3:51:46 PM

---

Hello, Swartz Creek folks:

I am pleased to inform you that the Genesee County Commission has approved grants of up to \$100,000 for each of the sixteen senior centers located in the County. This includes the Swartz Creek Area Senior Center. These funds are coming from Genesee County's remaining, unspent ARPA dollars (which need to be obligated by December 31, 2024).

I visited with Holly and Barbara at the SCASC in early December and know they have some ideas about how this funding can be utilized.

I have added Derek Bradshaw from Genesee County to this message. His office will be issuing the formal Request for Projects (RFP) in the coming days. Please be on the look out for that from him.

As always, I am available via email or cell phone ([810.423.1744](tel:810.423.1744)) if you have any questions about this topic or any other County-related issues.

Looking forward to seeing how the SCASC decides to use its \$100,000 allocation.

Cheers,

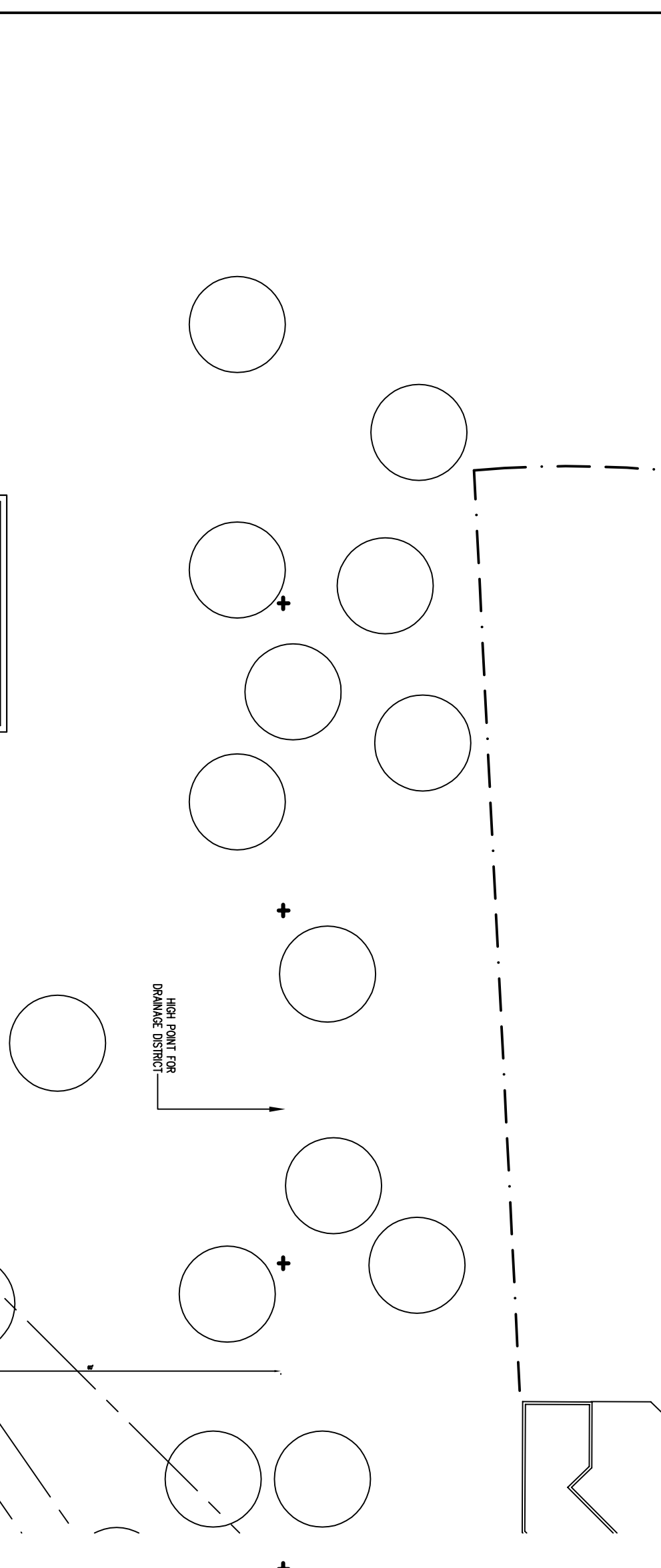
Dale

Get [Outlook for iOS](#)



NOTE: ALL ROOF WATER RUNOFF IS COLLECTED WITH GUTTERS AND DOWNSPOUTS AND DIRECTED TO THE 8" DIA. PERIMETER DRAINS/STORAGE

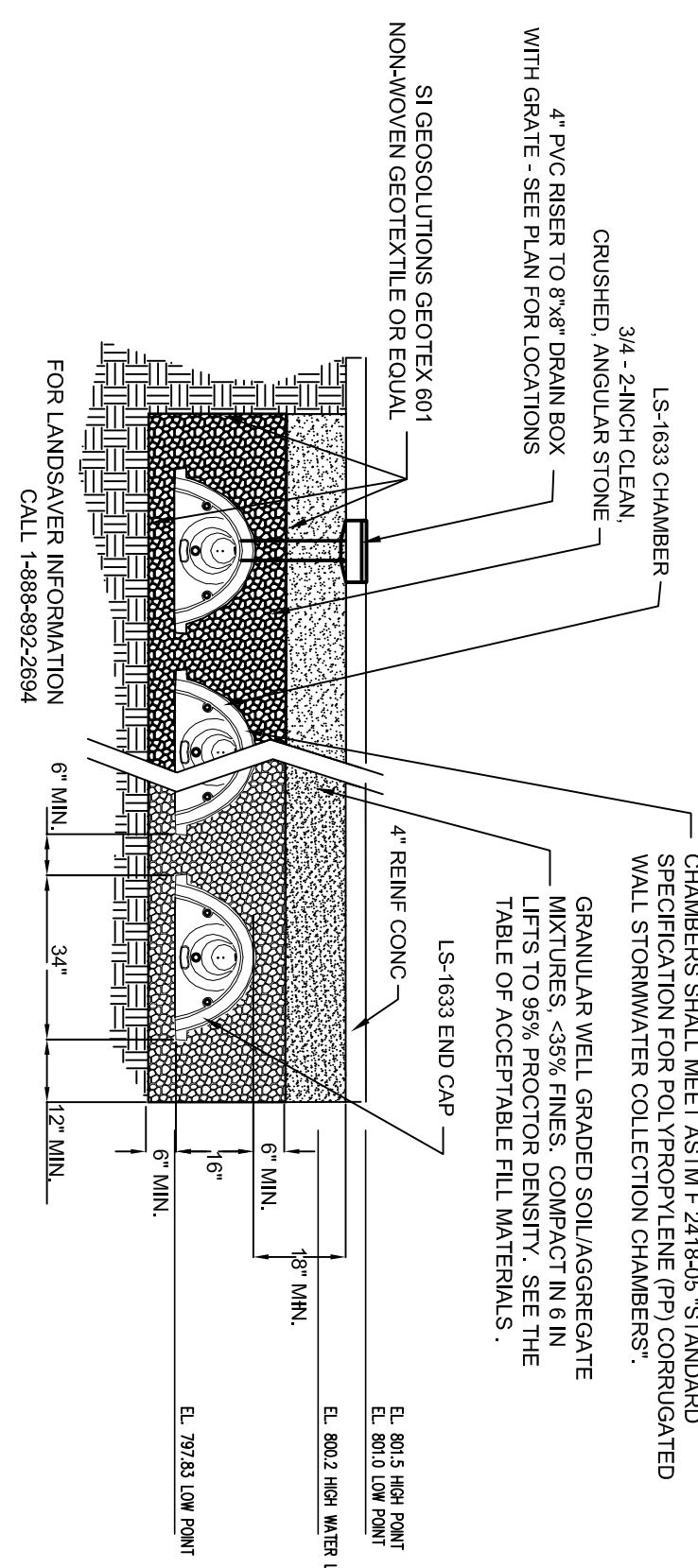
AMPHITHEATER



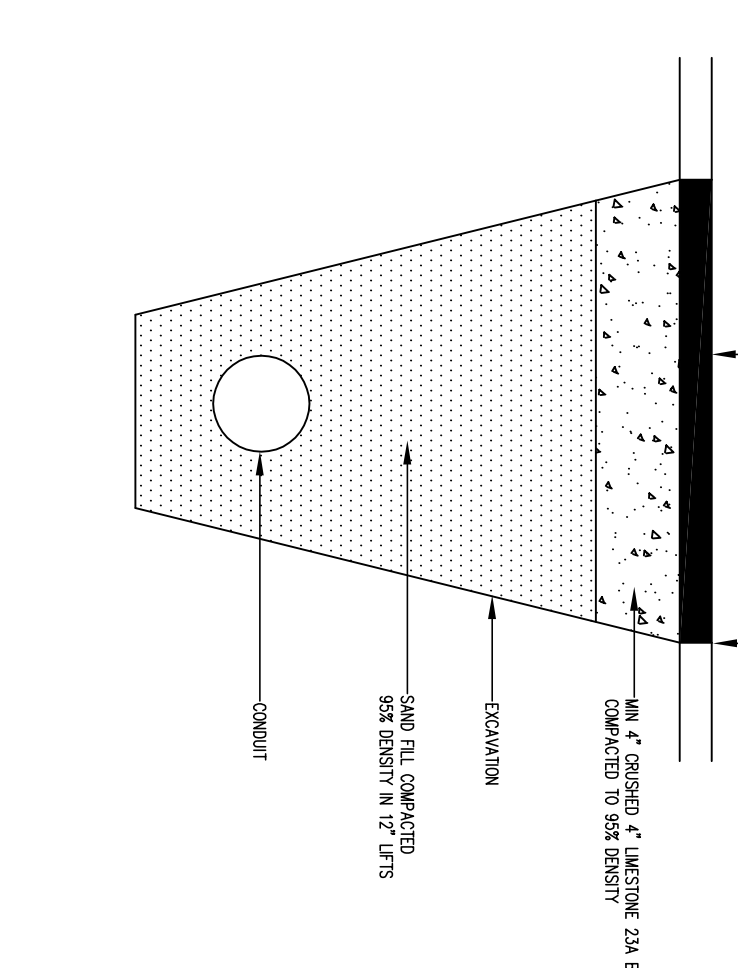
HANCOR LANDSAVER GENERAL NOTES

1. INSTALLING CONTRACTORS ARE REQUIRED TO USE AND UNDERSTAND LANDSAVER'S LATEST INSTALLATION INSTRUCTIONS PRIOR TO BEGINNING SYSTEM INSTALLATION.
2. OUR TECHNICAL SERVICES DEPARTMENT OFFERS INSTALLATION CONSULTATIONS TO INSTALLING CONTRACTORS. CONTACT OUR TECHNICAL SERVICES REPRESENTATIVE AT LEAST 30 DAYS PRIOR TO SYSTEM INSTALLATION. OUR REPRESENTATIVES CAN THEN ANSWER QUESTIONS OR ADDRESS COMMENTS ON THE INSTALLING CONTRACTOR'S SYSTEM AND INFORM THE GOVERNMENT BEFORE BEGINNING THE SPECIFICATIONS. TECHNICAL SERVICE REPRESENTATIVE OR VISIT [WWW.LANDSAVER.COM](http://WWW.LANDSAVER.COM) TO RECEIVE A COPY OF OUR INSTALLATION INSTRUCTIONS.
3. LANDSAVER'S REQUIREMENTS FOR SYSTEMS WITH PAVEMENT DESIGN (ASPHALT, CONCRETE PAVERS, ETC.): MINIMUM COVER IS 18 INCHES INCLUDING PAVEMENT. MAXIMUM COVER IS 96 INCHES INCLUDING PAVEMENT. INSTALLATIONS THAT DO NOT INCLUDE PAVEMENT, WHERE PAVEMENT IS NOT REQUIRED, SHALL BE SPECIFIED TO COVER BE 24 INCHES. MAXIMUM COVER IS 96 INCHES.
4. THE CONTRACTOR MUST REPORT ANY DISCREPANCIES WITH CHAMBER FOUNDATION MATERIALS BEARING ON PROJECTS TO THE DESIGN ENGINEER.
5. AASHTO M288 CLASS 2 NON-WOVEN GEOTEXTILE FILTER FABRIC MUST BE USED AS INDICATED IN THE PROJECT PLANS.
6. STONE PLACEMENT BETWEEN CHAMBERS ROWS AND AROUND PERIMETER MUST FOLLOW INSTRUCTIONS AS INDICATED IN THE MOST CURRENT VERSION OF LANDSAVER'S INSTALLATION INSTRUCTIONS.
7. BACKFILLING OVER THE CHAMBERS MUST FOLLOW REQUIREMENTS AS INDICATED IN THE MOST CURRENT VERSION OF LANDSAVER'S INSTALLATION INSTRUCTIONS.
8. THE CONTRACTOR MUST REFER TO LANDSAVER'S INSTALLATION INSTRUCTIONS FOR A TABLE OF ACCEPTABLE VEHICLE LOADS AT VARIOUS DEPTHS OF COVER. THIS INFORMATION IS ALSO AVAILABLE AT LANDSAVER'S WEBSITE: [WWW.LANDSAVER.COM](http://WWW.LANDSAVER.COM). THE VEHICLES THAT EXCEEDED LANDSAVER'S REQUIREMENTS FROM TRAVELING ACROSS OR PARKING OVER THE STORMWATER SYSTEM. TEMPORARY FENCING, WARNING TAPE AND APPROPRIATELY LOCATED SIGNS ARE REQUIRED FROM ENTERING BEHIND THE CONSTRUCTION FENCES. COMMON USE TO PREVENT UNAUTHORIZED VEHICLES FROM ENTERING BEHIND THE CONSTRUCTION FENCES.
9. THE CONTRACTOR MUST APPLY EROSION AND SEDIMENT CONTROL MEASURES TO PROTECT THE STORMWATER SYSTEM DURING ALL PHASES OF SITE CONSTRUCTION PER LOCAL ORDINANCES AND DESIGN ENGINEER'S SPECIFICATIONS.
10. LANDSAVER PRODUCT WARRANTY IS LIMITED. SEE CURRENT PRODUCT WARRANTY FOR DETAILS. TO ACQUIRE A COPY OF LANDSAVER AT 1-888-992-2894 OR VISIT [WWW.LANDSAVER.COM](http://WWW.LANDSAVER.COM).

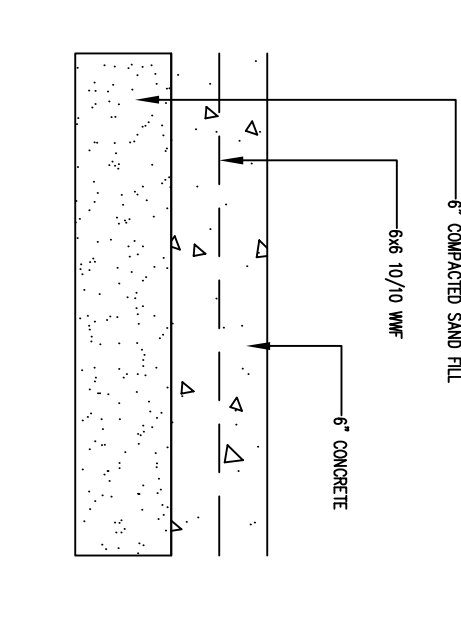
TYPICAL STORM WATER DETENTION SECTION



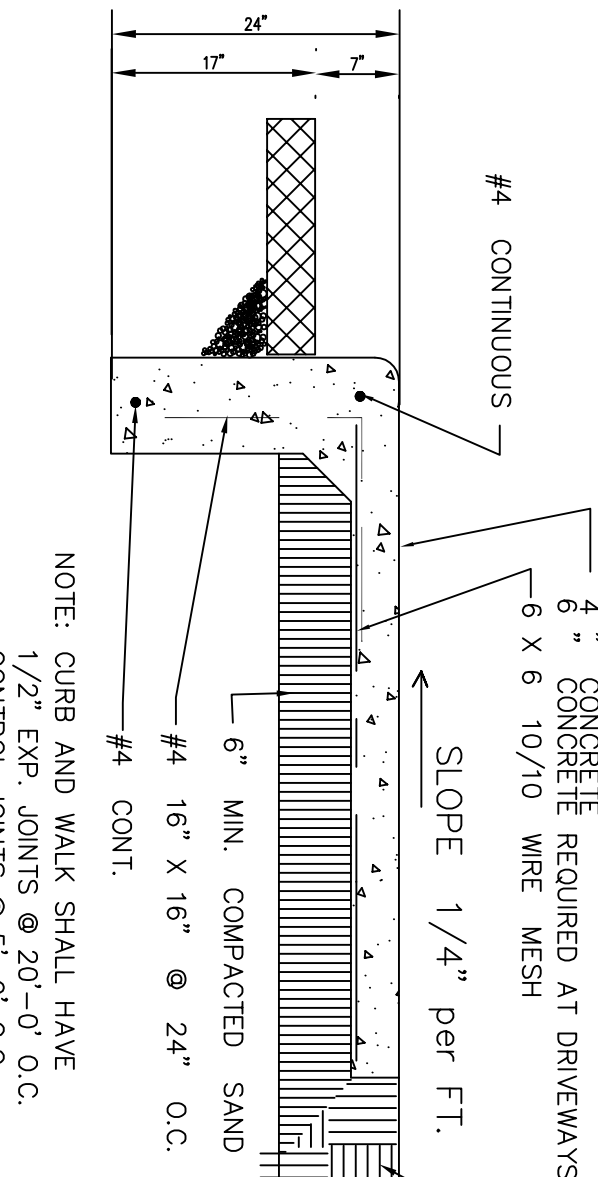
TYPICAL PARKING LOT TRENCH DETAIL



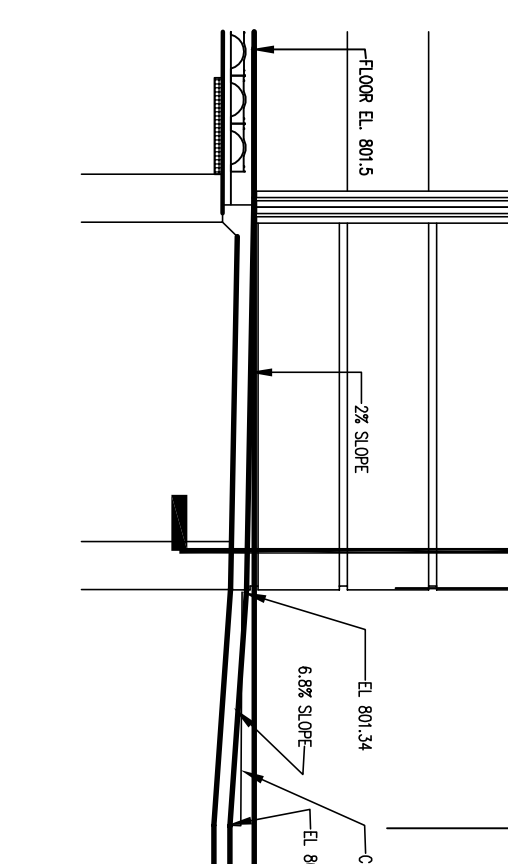
DRIVEWAY CROSS SECTION



CURB / WALK DETAIL



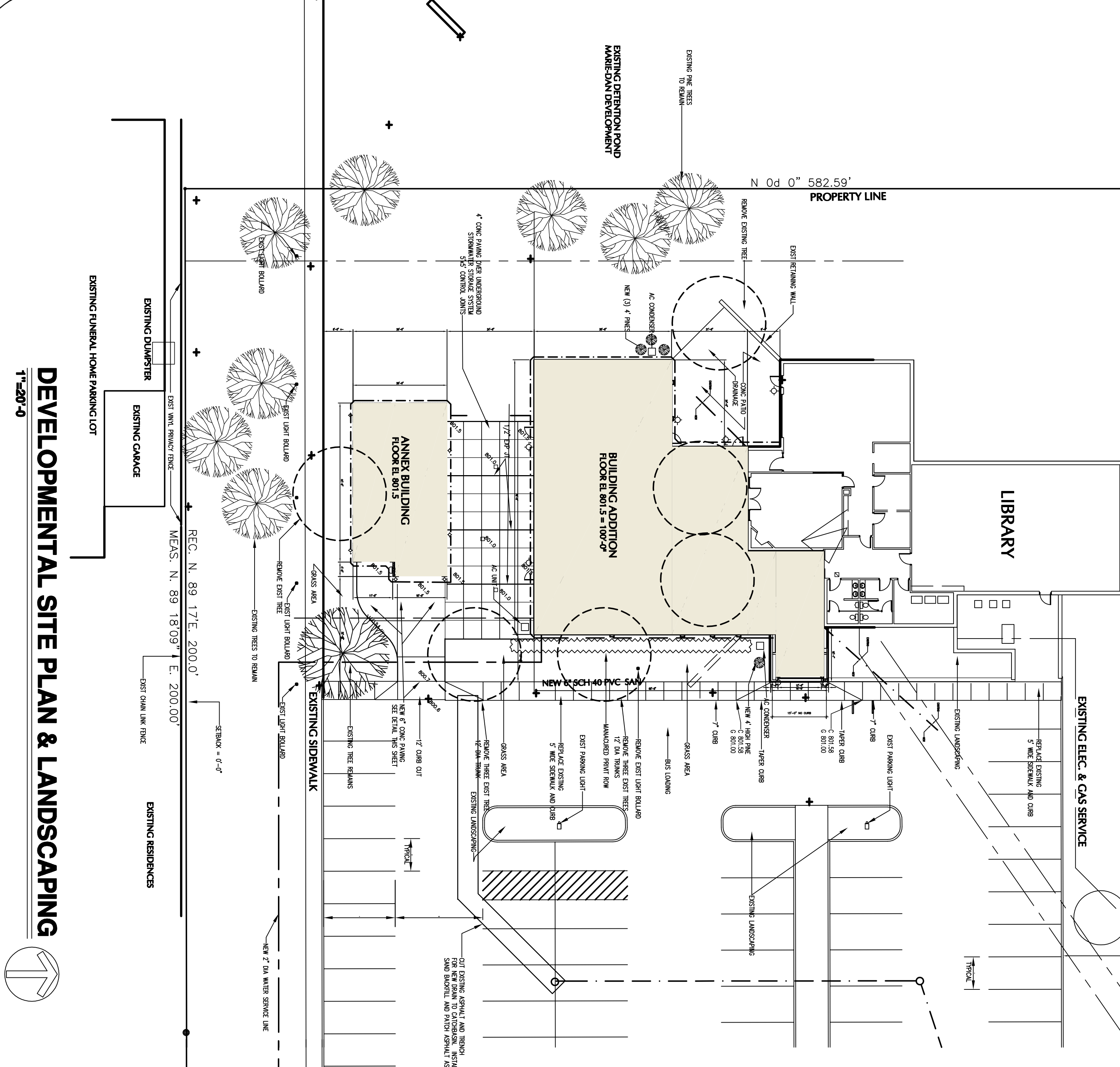
ENTRANCE SECTION ADA REQMTS



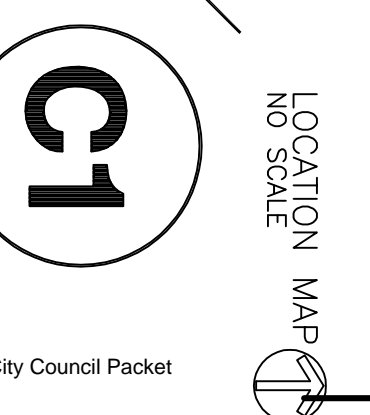
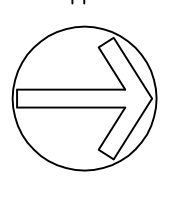
DATE	ISSUED FOR	CHKD. BY
03 05 09	SITE PLAN REVIEW	
04 15 09	REVISIONS	
04 28 09	MAKE PLAN REVIEW	
05 04 09	REVISIONS	

PROJECT DATA

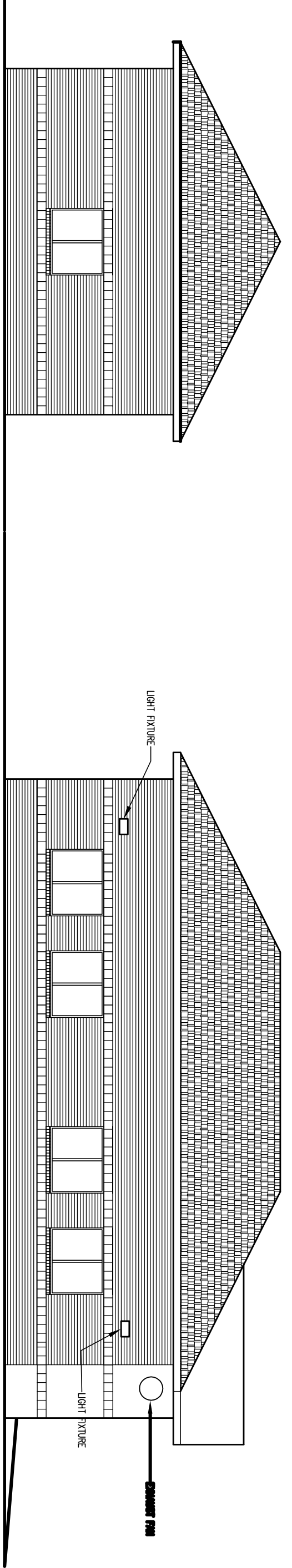
1. LEGAL DESCRIPTION AS PER TAX RECORD (0-852-A) PART OF LOT 43 BEGINNING 159.50 FEET NORTH OF NORTHWEST CORNER OF LOT 44, THENCE S. 89 05' W. 299 FEET AND S. 89° 17' W., 200 FEET TO THE NORTHWEST CORNER OF LOT 37, THENCE NORTH 55° 52' 59" FEET, THENCE EAST 293.35 FEET, THENCE SOUTH 479.31 FEET, THENCE S. 67° 38' E. 291.41 FEET, THENCE SOUTHWEST 479.31 FEET, THENCE S. 67° 38' E. 291.41 FEET, THE SUPERSEDED PLAT OF SWARTZ CREEK.
2. GROSS ACREAGE = 4.89
3. NET ACREAGE = 4.12
4. PROPOSED DESCRIPTION: FOR MUNICIPAL BUILDINGS, LIBRARY, AND SENIOR CITIZENS CENTER
5. CONSTRUCTION START DATE: JUNE 2009
6. CONSTRUCTION COMPLETION DATE: DECEMBER 2009
7. LAND COVER: CALCULATIONS
8. LAND AREA = 179,946 SF = 19,419 SF
9. GROSS BUILDING AREA = 111,172 SF
10. GROSS BUILDING AREA = 111,172 SF
11. USABLE FLOOR AREA = 8,700 SF
12. ZONING: CBD CENTRAL BUSINESS DISTRICT
13. ADJACENT ZONING: SOUTH - RM-1 MULTI FAMILY RESIDENTIAL
14. BUILDING AND SITE DATA
15. EXISTING BUILDING AREA = 5,080 SF
16. EXISTING TOTAL FLOOR AREA = 9,698 SF
17. NEW STORAGE BUILDING = 1,223 SF
18. LIBRARY NET AREA = 1,998 SF
19. SENIOR CENTER NET AREA = 6,708 SF
20. MAX. BUILDING HEIGHT = 30'-0"
21. USE GROUP: A3
22. CONSTRUCTION TYPE: 5B
23. PARKING REQUIREMENTS
24. SENIOR CENTER: 64 SPACES
25. FLOOR BLDG: 1223 SF/1000 = 2 SPACES
26. LIBRARY: 0 SF / 350 = 6 SPACES
27. CITY OFFICES: 1000 x 4 = 34 SPACES
28. TOTAL SPACES REQUIRED = 106 SPACES
29. TOTAL SPACES PROVIDED = 107 SPACES
30. LANDSCAPING:
31. EXISTING TREE TO BE REMOVED BY CONTRACTOR, INCLUDING ENTIRE ROOT SYSTEM
32. EXISTING TREE TO REMAIN



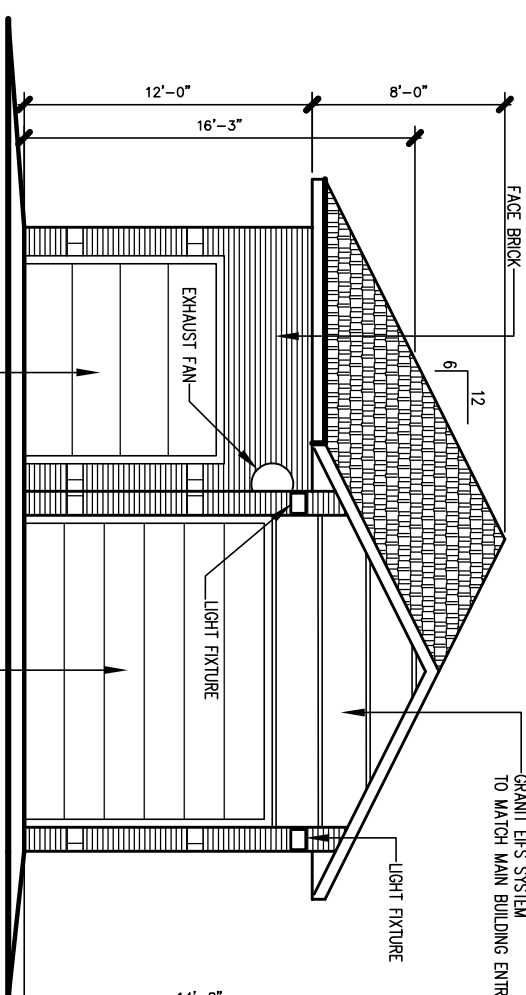
DEVELOPMENTAL SITE PLAN & LANDSCAPING



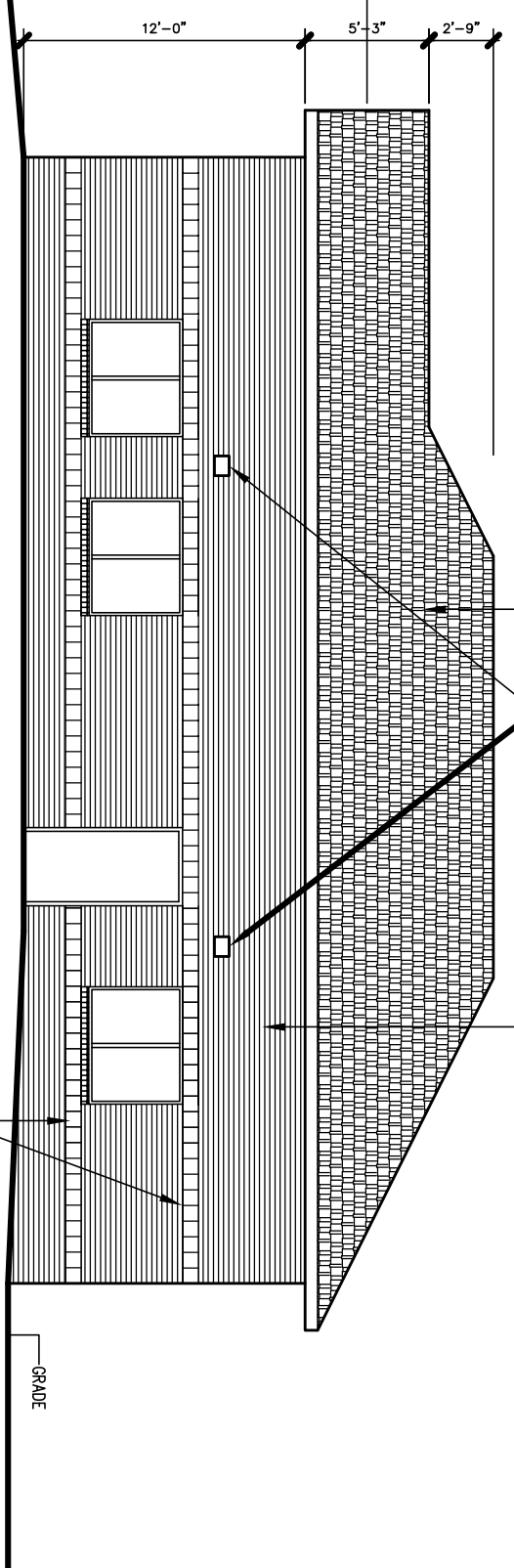




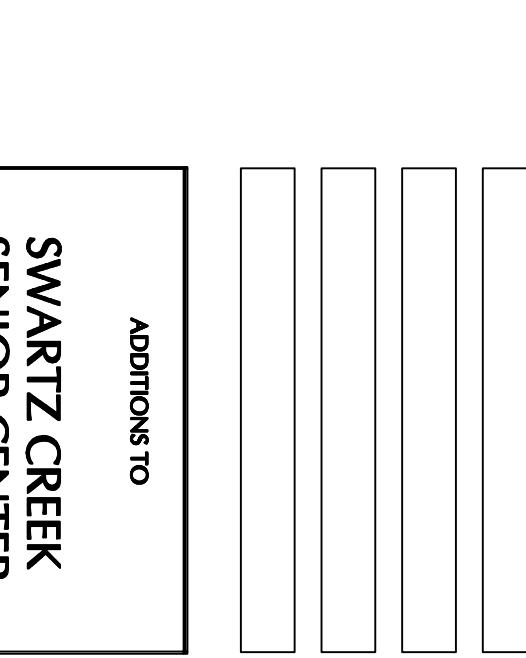
WEST ELEVATION  
1/8"=1'-0"



SOUTH ELEVATION  
1/8"=1'-0"

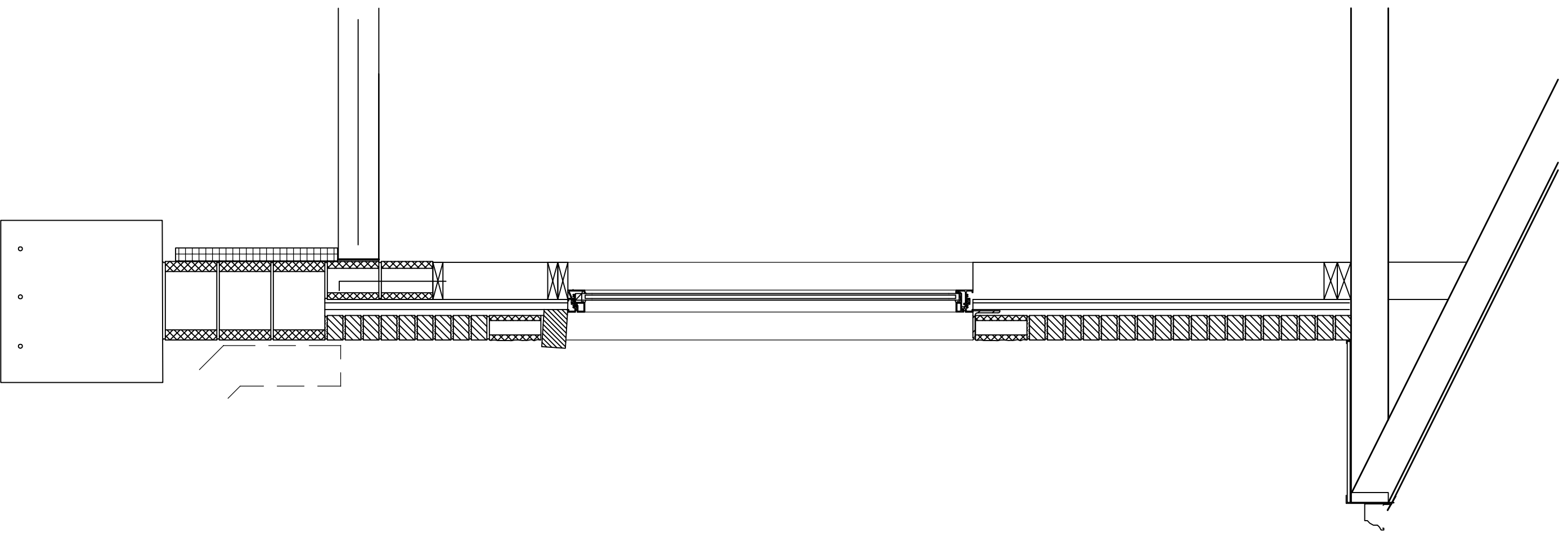


EAST ELEVATION  
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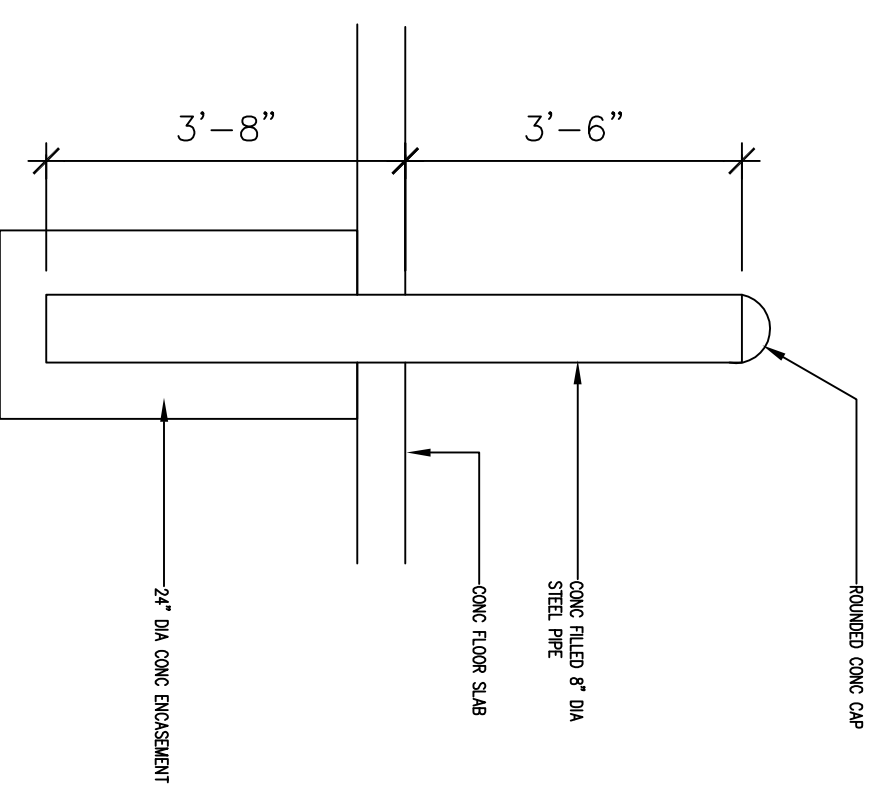


NORTH ELEVATION  
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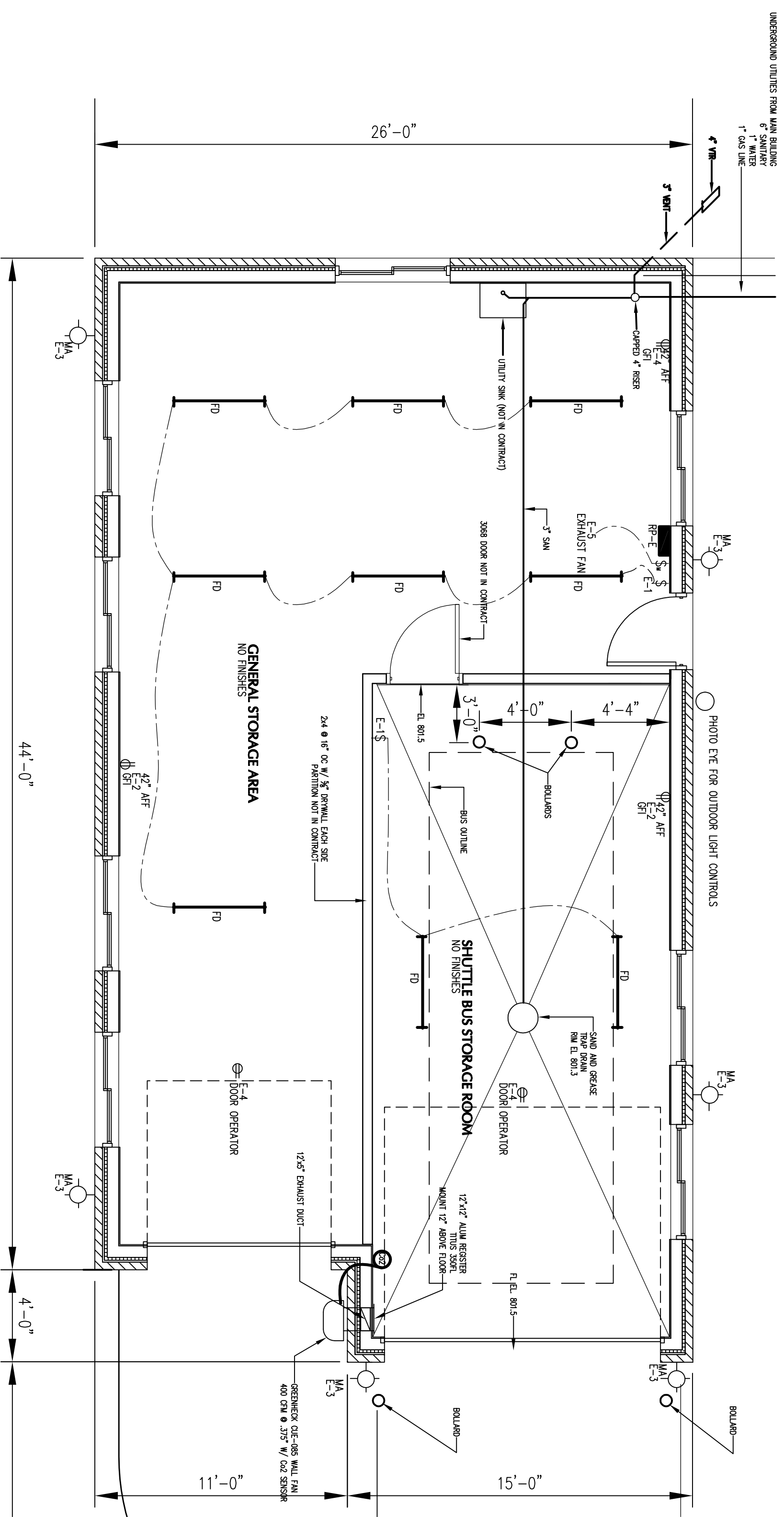
ADDITIONS TO	
SWARTZ CREEK SENIOR CENTER	
8095 CONIC DRIVE SWARTZ CREEK, MI 48473 JOB NO 2008.11	
DRN:	CHKD:
DATE	ISSUED FOR
04.28.09	STATE REVIEW



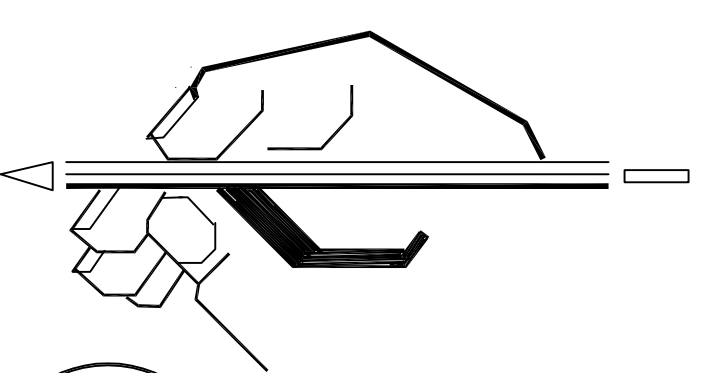
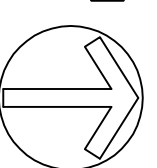
TYPICAL WALL SECTION  
3/4"=1'-0"



TYPICAL BOLLARD DETAIL  
1/2"=1'-0" 4 REQUIRED

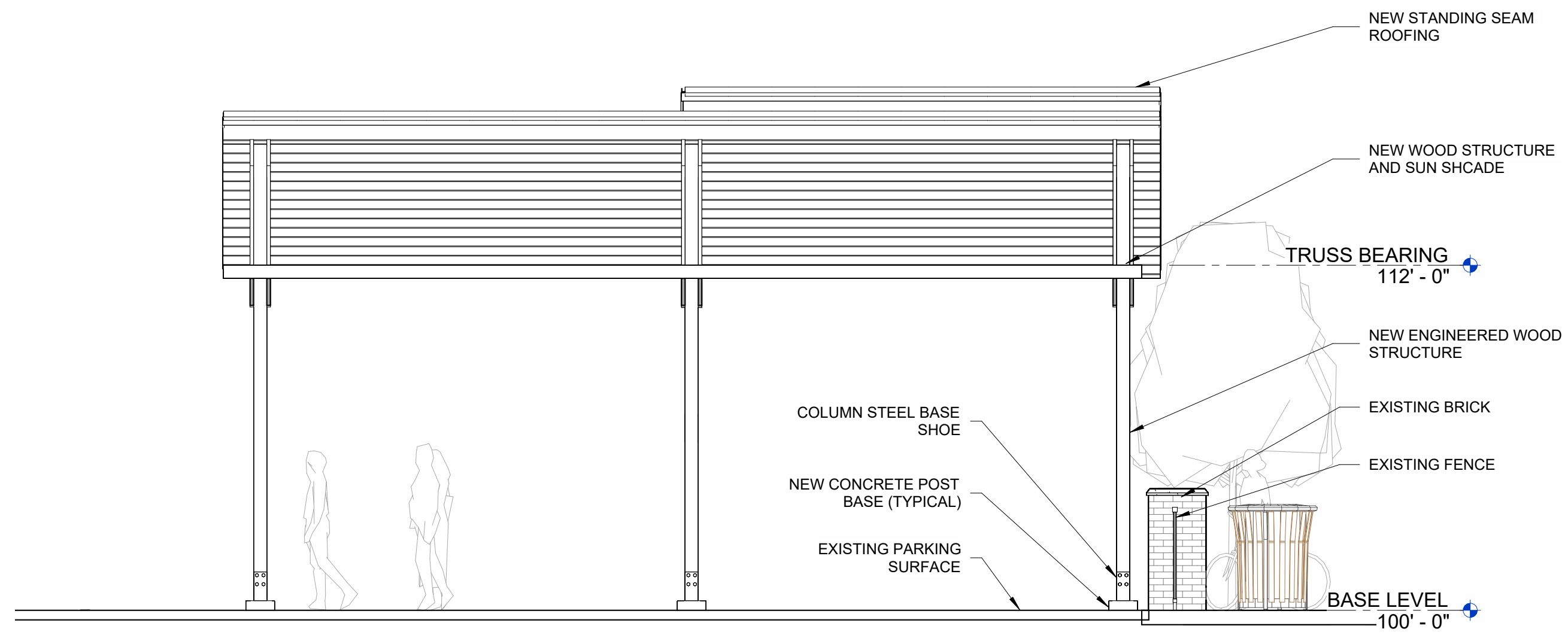


ANNEX FLOOR PLAN  
1/4"=1'-0"

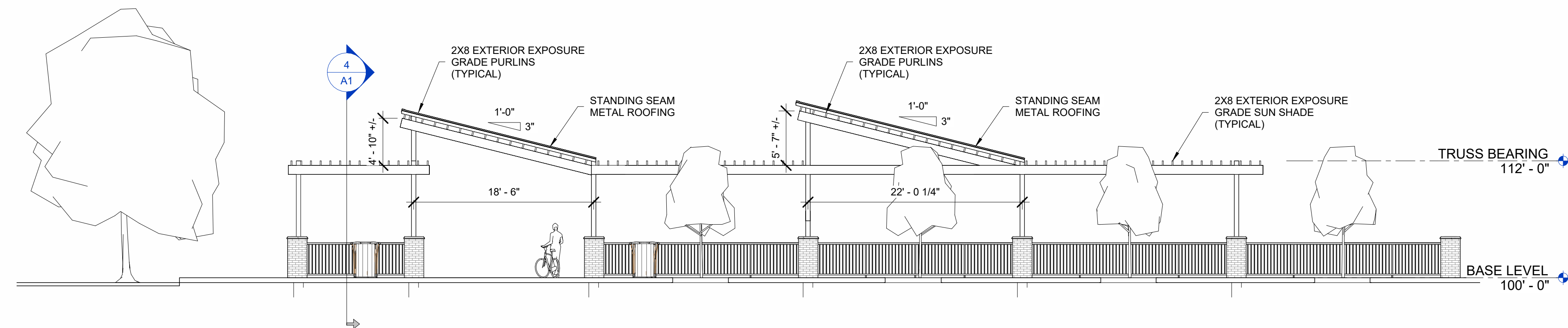




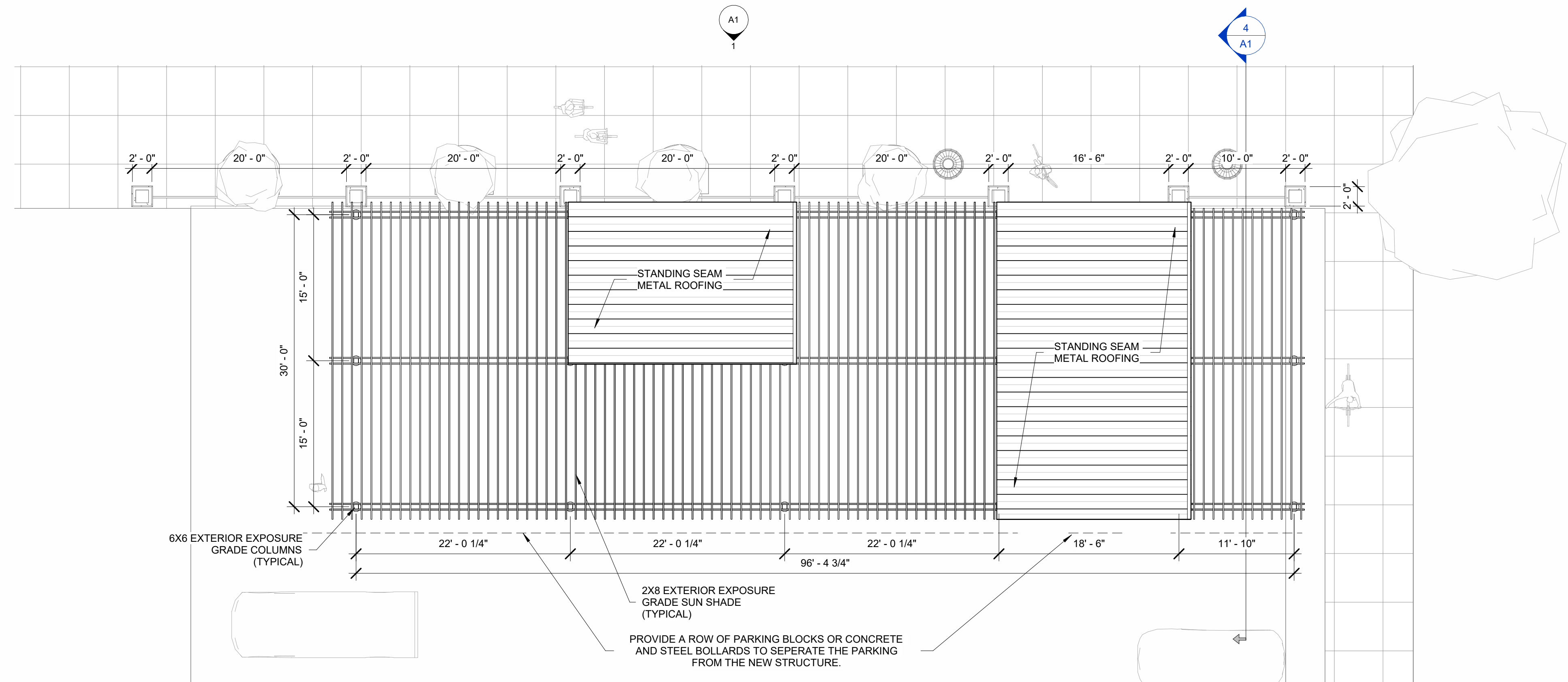




4 SECTION 1  
A1/A1 1/4" = 1'-0"



MILLER ROAD ELEVATION  
1/8" = 1'-0"



LAYOUT PLAN  
1/8" = 1'-0"

**NOT FOR  
CONSTRUCTION**

# **J. W. MORGAN CONSTRUCTION, LLC**

**7152 SEYMOUR RD.  
SWARTZ CREEK, MI 48473  
810-635-9228 OFFICE/FAX  
810-691-6281 CELL  
LIC# 2102148537**

## **PROPOSAL**

City of Swartz Creek  
Miller Road Streetscape

February 2, 2024

We hereby propose to provide the materials and labor necessary to complete the following:

- Construct the gazebo and trellis structure per the revised drawings provided using pro-rib steel roofing fastened with exposed screws
- We will bore through the asphalt parking lot and pour concrete footings to support the structure
- We will use 6x6 cedar columns supporting cedar Glulam beams and #2 common cedar 2x8 joists

Total Labor and materials **\$142,000 \***

\*Price does not include permits

\*\*I will apply a 5% credit to the job as my portion of donated funding (\$7,100)