

# City of Swartz Creek

## AGENDA

Regular Council Meeting, Monday, August 26, 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 August 12, 2024 MOTION Pg. 46
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. 51
  - 6C. Proposed Fire Budget Pg. 65
  - 6D. Jeepers Creekers Permit Pg. 71
  - 6E. MDOT Sample Agreement (Park and Ride) Pg. 90
  - 6F. OSHA/NFPA Compliance Materials Pg. 128
7. **MEETING OPENED TO THE PUBLIC:**
  - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
  - 8A. Bank Account Closure Information RESO Pg. 27
  - 8B. Assessing Services Agreement RESO Pg. 28
  - 8C. Proposed Fire Department Budget RESO Pg. 42
  - 8D. Jeepers Creekers Permits RESO Pg. 43
  - 8E. MDOT Park and Ride Agreement Update RESO Pg. 45
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION Pg. 45

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

|                                 |   |
|---------------------------------|---|
| Metro Police Board:             | Wednesday, August 28, 2024, 11:00 a.m., Metro HQ  |
| Planning Commission:            | Tuesday, September 3, 2024, 7:00 p.m., PDBMB      |
| City Council                    | Monday, September 9, 2024, 7:00 p.m., PDBMB       |
| Downtown Development Authority: | Thursday, September 12, 2024, 6:00 p.m., PDBMB    |
| Fire Board:                     | Monday, September 16, 2024, 6:00 p.m., Station #2 |
| Park Board:                     | Tuesday, September 17, 2024, 5:30 p.m. PDBMB      |
| Zoning Board of Appeals:        | Wednesday, September 18, 2024, 6:00 p.m., PDBMB   |
| City Council:                   | Monday, September 23, 2024, 7:00 p.m., PDBMB      |

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

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

## **City of Swartz Creek Values**

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

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

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

### ***Fiscal Responsibility***

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

### ***Public Service***

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

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

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

### ***Expect Excellence***

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

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

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

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

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

**CITY OF SWARTZ CREEK  
VIRTUAL REGULAR CITY COUNCIL MEETING ACCESS INSTRUCTIONS  
MONDAY, AUGUST 26, 2024, 7:00 P.M.**

The regular meeting of the City of Swartz Creek city council is scheduled for **August 26, 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:**

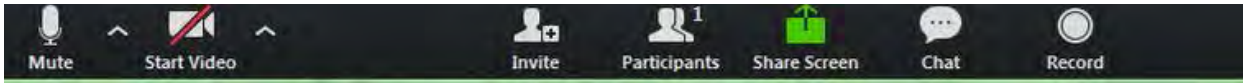
1. At the start time of your meeting, enter the link to join via computer. You may be instructed to download the Zoom application.
2. You have an opportunity to test your audio at this point by clicking on “Test Computer Audio.” Once you are satisfied that your audio works, click on “Join audio by computer.”

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: August 26, 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/j/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, August 26, 2024 - 7:00 P.M.

**TO:** *Honorable Mayor, Mayor Pro-Tem & Council Members*  
**FROM:** Adam Zettel, City Manager  
**DATE:** August 21, 2024

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

- ✓ **MICHIGAN TAX TRIBUNAL APPEALS** *(No Change of Status)*  
There have not been any commercial appeals for 2024 as of yet. Though some commercial appeals reach the tribunal in July, I suspect there will not be any for this calendar year.
  
- ✓ **STREETS** *(See Individual Category)*
  - ✓ **2020-2023 TRAFFIC IMPROVEMENT PROGRAM (TIP)** *(Update)*  
The 2026-2029 TIP cycle is going to be open to applications this fall. I learned a bit more about available funds, special conditions, and expectations of applications at a meeting on July 25<sup>th</sup> and August 15<sup>th</sup>. I expect a call for projects to be due in September or October.

Tentatively, I recommend we include the asphalt sections of Miller Road, Dye to Morrish. This section has a decent base, but the surface will begin to deteriorate quickly based upon the expected life cycle of the rehabilitation. While Elms and Bristol may be showing more stress, the scale of Miller Road, combined with its volume, width, and functional classification make this a good candidate for optimization of federal funds. We are updating traffic counts for this segment. We may look to get updated counts for Bristol and Elms as well, with those two streets being potential backup candidates for funding.

The application will be submitted by staff. If awarded, 80% of the project will be funded with federal funds, including preliminary and construction engineering. County staff do not know if another buy-out option will be available.

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

We solicited bids for seal coating overlays (FOG seal) for select streets that are in need of preservation but are not yet in need of a mill and resurfacing. This application was last applied to downtown streets (First, Second, Third, Wade, etc.) about twelve years ago. Bids were opened on the 18<sup>th</sup>. Unfortunately, this process appears to be in high demand. One bid holder that had shown great interest opted not to bid on the job at all, and the successful low bidder cannot start until May of 2025.

With that said, I included the bid tab and the complete bid by Highway Maintenance & Construction in the July 22, 2024 packet. Their price to complete all work is



\$171,560.10. The breakdown, without crack fill and mobilization, is as follows for the three select neighborhoods:

Heritage Village: \$74,012.40

- Augusta Drive
- Canterbury Trail
- Heritage Blvd
- Arlington Drive
- Manchester Street
- St Charles Pass
- Mansfield Drive
- Concord Drive
- Bainbridge Drive
- Jefferson Street

Otterburn Heights: \$33,654.60

- Abbey Lane
- Jennie Lane
- Yarmy Drive

Parkridge: \$51,893.10

- Parkridge Parkway
- Silver Maple Lane
- Locust Lane
- Red Oak Lane
- Mountain Ash Court
- Birch Lane
- Hickory Lane

Springbrook East (No price)

- Maya Lane
- Maplecrest Circle
- Lindsey Drive
- Russell Drive
- Alex Marin Drive

I am not recommending a course of action at this time. With the timeline for this work extending ten months, we have the opportunity to further analyze and prioritize our maintenance needs prior to making a decision. In the meantime, it appears the county may have a vendor purchase order for this service that we may be able to benefit from, not unlike the cooperative salt purchase. I am making inquiries, but I have not heard anything yet.

This information is vital to ensuring we are cautious about spending as it relates to other obligations, such as Don Shenk. Conversely, we are very mindful that timely maintenance, that is significantly more affordable, is the key to a sustainable asset management strategy. With that said, we may find that not all neighborhoods appear to be in a multi-year budget that includes known priorities, or we may find that we can add Springbrook East or other areas at the unit cost of \$3.15/sq yd.

Please consider the bid packet and the neighborhoods in question, including the potential for Springbrook East. Drive or walk them if you can. If the budget does appear

constrained, selecting which areas to target in 2025 could be a very demanding prioritization task for the city.

Concerning rehabilitation work for 2024, council approved the extension of existing unit pricing for three additional street sections (note that these prices were updated by a May 9 supplement that was distributed at the meeting).

The sections are:

|                                    |  |
|------------------------------------|--|
| 1. Maple (Crapo to end)            | \$36,032.25  |
| 2. School (Ingalls to end)         | \$38,426.00  |
| 3. Raubinger (Apartment to bridge) | \$27,781.25  |
| Total                              | \$102,239.50 estimated =<br>+\$1,500 additional mobilization |

In addition, there may be enough budget to extend the School Street repair north to butt up with the most recent repair North of Ingalls. We are also exploring rehabilitation of a small stretch on Morrish (a major street) south of Miller.

If affordable and prudent, small sections may be added to this scope, provided we are able to move the street plan forward at competitive prices. Once such addition is the extension of the School Street repairs to align with the most recent repair on the north end.

In addition, we have ordered engineering services for Don Shenk Street reconstruction, as well as Cappy Lane and water main work. Note that Don Shenk does not require water main replacement, and part of Cappy Lane is also of newer street and water main. We should have enough funds to complete this project in the 2025 construction season. If not, I will recommend use of major street fund dollars for Cappy Lane and/or short term internal borrowing.

Street reconstruction for Winchester Village is moving forward and nearing completion. We expect the final asphalt anytime, making the project substantially complete. However, we have been having many ongoing issues with landscaping restoration. Residents, staff, and our engineers find the job to be below standards. We met onsite with the general and sub contractor the week of August 12<sup>th</sup>. Since that time, they have improved their process and indicated that they will revisit areas of deficient restoration. This is a performance based restoration standard, so we plan to hold them to it.

Related to this project, the contractor is claiming that there is an issue with the subbase in areas of the village, and they indicate that they will likely file a claim for additional compensation to manage this. Our engineer does not see any validity to this. We met on the matter several times since early June. We do have some concerns that they may claim to be owed tens of thousands more for aggregate. Our engineer is closely monitoring quantities and this claim, and we also ordered additional road core samples to be drawn to ascertain the thickness of aggregate throughout the project area. We are confident that this claim has no merit.

Street rehabilitation with limited drainage in Winchester Woods is nearly complete! Paving has occurred for all areas except a section of Young Drive. This section was postponed pending potential drive/ditch work. It will be paved when the contractor mobilizes to tackle the other approved local street sections.

Note that we have added some work to this in the field, resulting in a few more ditches and culverts being graded and/or upsized. I expect this to be about \$40,000 in additional work that will help improve the current situation for many and improve the future situation for all. The idea is to set the more downstream drains at the proper elevation and size to accommodate any future improvements upstream.

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

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

Sewer work is wrapping up, and we expect the televised video and a statement of findings this fall. We can then ascertain the need, if any for additional sewer work on the first segments that we inspected. The previous report follows.

The first three miles of cleaning and inspections (two sections of Miller, Dye, and all of Elms) have commenced. I expect this project to be completed very soon. We will report the findings to the city council regarding the potential for additional sewer repair work in the areas that were televised.

This effort is part of a program to clean and inspect the entire sewer system approximately every eight years. We believe this is a prudent time frame until we can assess all lines at least once. Note that Genesee County was on a seven-year schedule, but after an experience study, they moved to a ten-year schedule. Further note that some segments (e.g. Miller and Elms) will be done more frequently due to known build-up issues.

This program will ensure proper flow of the system, but it cannot ensure elimination of all blockages. Televising of the lines will be conducted with inspection of manholes. This will provide the city with information to plan future lining, excavation, or manhole rehabilitation projects, if any. As noted previously, we believe we have addressed most, if not all, of the high-risk clay lines. The cleaning and inspection program will determine if any of the newer clay lines (1970s era) require work. With this information we can create a revised asset management plan.

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

All water main work is substantially complete. There is some obvious restoration to do, which will take USDA closeout into winter, but for all intents and purposes, the water main is in and we are done with this phase of USDA work.

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

See prior reports (May 28, 2024) for updates on PFAS and water affordability.

The hydrant painting is underway. I expect this will be a project they are working on for much of the summer. Again, this includes lead abatement cleaning of all hydrants with sandblasting, as well as a complete new coating (yellow). Note that we may add hydrants that have just been installed or that were recently installed due to early onset

rust. We expect to split this cost with the contractor for those that sustained installation wearing (a common occurrence with new installation).

Work is underway on a new section of water main that will connect Elms/Maple to Hill, and on to Morrish. This will provide some additional redundancy for the system. Water main is being installed on Elms, between Maple and Hill. Connection down Hill to Seymour is expected next year. I am making inquiries to the county to see if this is something we need to plan for.

These two connections will greatly increase reliability in the city, especially on our extreme west end, where we have a pronounced need for a second feed from either Clayton or Gaines. As a side note, this could encourage some new development south of the city, which is common to experience when utilities are extended during strong economic periods.

The wireless transponder tower at Elms Park is up and running well. We have about 50 meters that cannot be read wirelessly now that both towers are up. However, we suspect this is because they have older model transponders, which we plan to replace. Even now, I believe the project is successful. If we can get most of these transponders to read once replaced, we will be very pleased indeed.

✓ **HERITAGE VACANT LOTS** *(Update)*

Another privately owned lot is having a new home built. The water service cannot be located. The city will need to provide one at our expense unless this is uncovered during the initial excavation.

The city also has two more lots that were acquired through the tax reversion process. There is interest by the builder to proceed with acquisition and construction. In addition, the association manager reached out about permitted designs and builders for the subdivision. There could be renewed interest in some building. This would finally clear us of the subdivision and put the association in a better position to build membership and dues for their operations.

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

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

The summer newsletter is out. Let me know what you think. The next newsletter is expected to go out in October.

✓ **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. Additional **demolitions have been undertaken by the owner of the raceway.** The owner intends to have the site razed for future use in 2024-2025. The site is not formally for sale, nor is there a concept plan for reuse. I contacted the owner on

May 15 and encouraged him to market the site, with the understanding that 'mega site' acreage is selling for \$30,000/acre.

2. **(Update)** The **reuse of Mary Crapo is becoming a reality**. The school has approved phase one of a varsity baseball field. Construction is underway on phase one. There will be two pickleball courts that can double as skating in the winter. My understanding is that project completion may hinge upon an upcoming ballot initiative.
3. **Street repair in 2024** is moving forward. All projects are underway and are trending towards completion prior to school returning to session in the fall. In addition, we have ordered repair by the GCRC of a small section of Elms. School, Maple, and Raubinger are due for repairs. There is also potential to apply a FOG seal to select streets.
4. **(Update)** The **Brewer Condo Project** first tri-plex is complete and all units are sold. The developer is looking to partner with other builders to complete new units as-is or with the potential redesign that includes a first floor master. Such units would likely be a two unit. They believe that, with site development costs increasing, this project will look more attractive and competitive because the other units are ready to be constructed upon.
5. The current phase of **Springbrook East is about to complete construction**. We created a punch list for the infrastructure improvements. Once complete, the plan is for the city to approve a formal street dedication soon (these streets are public). CE lighting has been approved. **There was a sale of this project's future phases and real estate**. It appears JW Morgan and another partner are in control of future phases.
6. **(Update)** The **southwest corner of Elms & Miller** was seeing some increased activity. We met with the owner and an architect on some preliminary plans in the spring. Neither the designer nor our staff have heard anything since. This project is likely a no-go for the foreseeable future.
7. **(Update)** **Park projects** currently include an active grant application for Otterburn, pavilion repairs at Elms (now complete) and application of more asphalt millings to all parking areas. The park board recommends interpretive signs, bike racks, and benches for the coming year. This city is working on all of these initiatives. Pickleball courts are now in at Elms Park. A FLOCK camera has been installed at Elms, and fence repair is on the way, with new fences to go in at Elms.
8. **New Businesses**. Financing for the Book Nook appears to have been approved. We have two or three downtown businesses asking about the façade program.
9. **Mundy Megasite/Costco**. The Michigan legislature has affirmed \$250,000,000 to this site, primarily for land acquisition. Concerning the MEGA site, acquisition of some properties that are under contract has occurred. This makes the prospect of something happening here much more real, even if it is on a smaller scale. Note that there is still no movement on street infrastructure strategies or investment. We are told that no improvements will be implemented without a user. Costco has commenced work for their new location off Hill Road by US 23 and they indicate they will be done by Thanksgiving.
10. **Holland Square** has plans and a preliminary cost for construction of a market-style shelter. A steering committee has met and is working towards a final product, with results by fall. Currently, the architect and builder are revising plans. We are working on preliminary compliance for a \$75,000 MSHDA grant!

11. **(Update) Wayfinding** is another project that the DDA is pursuing. It has funding support of \$20,000 from the state and \$20,000 from the DDA. A steering committee has been established for this as well. Consultants were in town to work on this on July 30<sup>th</sup> and 31<sup>st</sup>. They should be delivering their findings for review by the steering committee soon. I expect them to present to the city council on October 14<sup>th</sup>.
12. The DDA is considering a **Social District**. With the potential for another tavern coming, the city has the ability to designate a commons area in the community. This was discussed by the DDA on April 11<sup>th</sup>. There was no desire to proceed at this point.

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

We are getting some feedback from the MEDC, and it does appear that we are substantially complete with fulfilling the needs to recertify this fall. We will liaise with the state to make sure and bring back any additional needs to the council.

The wayfinding program (see below) is mostly funded through this program. Thanks MEDC!

The Methodist Church project is being marketed. As of writing, there do not appear to be any active leads.

There are not any active downtown property initiatives at the moment.

The DDA is also taking the lead on Holland Square, which is a candidate for a future crowdfunding program. Please see the dedicated section below.

✓ **TAX REVERTED PROPERTY USE** *(Update)*

The owners adjacent to the Wade Street property emailed me on August 13<sup>th</sup> and indicated that they would be willing to purchase the lot for \$6,000. Please indicate your interest in discussing this again in open or closed session. The previous report follows.

The neighbor to the north of the city lot called and expressed interest in buying this to add to their homesite. I made an inquiry of the assessor to determine its value. She indicated that it would be worth \$15,000 but for the floodplain. She feels \$5,000 to \$6,000 would be fair given the floodplain building requirements. I relayed this to the neighbor, and I received an email reply from them. They offered \$3,000 cash to purchase this lot. The council did not wish to entertain this price and dropped the issue.

The council has the option of having the planning commission and/or DDA make a recommendation regarding the disposition of this lot to a neighbor. This is not being placed on the agenda at this time, but if any council member believes this offer is worth considering it is probably worth discussion. Let me know.

✓ **CDBG** *(No Change of Status)*

The contractor completed the work as bid in a timely and professional manner. Because they only had their crew schedule to work for one week, they were not able to expand their scope to include infill of other gaps or replacement. I wish the outcome were different. The remaining funds will hopefully be assigned to the senior center.

In other news, the full applications for the next cycle (2025-2027) have been submitted. This includes senior services and downtown decorative lighting. Since we have had so many issues getting bids on CDBG work, the decorative lighting was chosen, in part, because Consumers Energy is a sole-source provider that is exempt from many of the federal requirements. This should create less issues in making use of future funds.

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

Shattered Chains held another volunteering event during the weekend of Hometown Days. They had some equipment donated for temporary use, so they were able to clear drains, add culverts, and tackle other grading issues. They are also in the final phases of getting tee pads installed and fairways mowed!

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

We have great news! We met with the other communities that are receiving federal funding through Kildee's office, as well as the Genesee County Metropolitan Planning Commission, and Genesee County Parks. After discussion, it was agreed to split the \$850,000 evenly, making our share \$283,333.33. This is great news and feeds into our other grant application!

Our grant writer has submitted another application for Otterburn Park. See the March 11, 2024 packet for details. The project now includes a pavilion, restrooms, a path, bike station, gates, sign, and ADA parking. The estimated total cost is \$600,000. This concept includes all original work items, excluding the disc golf and sledding hill (now complete), as well as a secondary pavilion on the far north of the site, which is not affordable.

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

We are going to mark Ingalls with the new scheme as soon as possible. Some of the markings for "25 MPH" and "30 MPH" are in various locations across the city. Combined with our other efforts, we expect this will help create more awareness and help to reduce speeds.

Note that both the contractor and staff find the stencils to be a bit small. We are ordering professional stencils that we can use in perpetuity. We will apply these in other areas. If the update appears dramatic and positive, we will likely black out and paint over the existing markings.

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

Fiber installation continues across the city. We have been working with Frontier on some issues related to restoration. In doing so, we have found a good contact that has been very responsive to specific issues with the fiber installation, older assets of Frontier, and general quality control. This service will provide the community with valuable high-speed service, as well as the potential for enhanced 5G.

✓ **SOLAR SYSTEM MODEL** *(No Change of Status)*

We are looking at final sign copies for all signs. This should be in by fall. See the April 8, 2024 council packet for more details.

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



Much progress has been made since the residential cross connection inspection program inception. However, a number of homes have not had the opportunity to comply, and some are still hesitant to comply. We have renewed the program for another two years and hope to get through most of the units by the end. Some will likely not comply without a turn off, but that is a last resort.

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.

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

✓ **SENIOR CENTER ARPA WINDFALL** (*No Change of Status*)

The senior center and city now have an agreement to use the \$100,000 in additional ARPA funds. They are proposing to buy a 14-passenger bus for \$120,000 to \$135,000. See the March 11, 2024 report for more details on this award and process.

✓ **SUPPLEMENTAL FINANCIAL SERVICES** (*Update*)

Kim Lynch is providing our supplemental financial services through September. I expect to come back to council in September to review the situation. As things stand today, I believe that supplemental services will be a part of our administrative service indefinitely, so I expect we will be continuing a service agreement with Mrs. Lynch or a similarly qualified individual or firm. I am conducting an assessment and negotiations in this matter.

For the time being, we continue to operate efficiently as we complete year-end duties and undergo auditing by Plante Moran. The single audit field work is complete. For the fiscal year ended 6.30.2024 we have started the following tasks:

- Working together to complete new internal control PACE forms that are required for this year's audit.
- Preparing for the city's single audit that will begin the week of August 12<sup>th</sup>.
- Completing a draft SEFA form that will be used for the single audit.
- Reconciling all general ledger accounts that will be used during the single audit period.

✓ **WAYFINDING PROJECT** (*Update*)

Guide Studio was in town on July 30<sup>th</sup> and 31<sup>st</sup>. They met with staff and the steering committee to go over needs, take comments, and tour the community. I think the time spent was very productive. Based on their findings, we should be getting materials from them shortly that will consist of draft imagery, recommended sign locations, and sign content. I expect them to report to the city council in-person on October 14<sup>th</sup>. The previous report follows.

The DDA, in accordance with their planning documents, is pursuing a wayfinding and branding sign plan for the entire city. The city council formed a steering committee to proceed with engaging in professional services to plan a complete wayfinding sign



scheme. Any installations are likely to be phased in over many years and include DDA and city general funds.

The city council will still have final say in any signs purchased and installed on city property or in the right of way.

✓ **SOCIAL DISTRICT** *(No Change of Status)*

The DDA had a discussion about the potential for a social district in the downtown area. There is some potential for this to have a positive impact by attracting events and visitors to encourage commerce and desirable activities in the community. There is also the potential for this to generate undesirable nonsense, bad behavior, litter, etc. The DDA did not act on this. They intend to independently consider how a district might impact the community, be received by the residents, and support businesses. See the April 8, 2024 packet for more details.

✓ **GROUND MOUNTED SOLAR EQUIPMENT MORATORIUM** *(No Change of Status)*

The moratorium on ground mounted solar is still in effect and will be through November planning commission. We received yet another request for small-scale solar as a primary use! With that said, I have requested our planner to commence work on an ordinance for small scale solar farms (those exempt from state regulations), as well as solar as an accessory use (e.g. solar panels in yards or on roofs of other existing structures).

They have just gotten necessary information from the state on how the regulations are expected to take shape. With that said, they will be looking at options and should have some framework to approach the commission this fall.

✓ **WATER TOWER LEASE AGREEMENT** *(No Change of Status)*

As most in the community are aware, Verizon appears to be having wireless connectivity issues in the west side of town, from about the High School to Winchester Woods. This problem was so bad for us, that we switched carriers. Verizon has been working on a solution for a couple years, including the search for space south of town for a new tower.

They have approached the city to use the water tower. I think this is a win-win. Using the city tower will greatly improve service to the community, while providing some financial resources to the city. Since the tower is used by two wireless providers currently, this request will be treated as a colocation. This means that the city will be responsible for approving the site plan at the planning commission level for a permitted use, as well as a lease for occupancy.

As of writing, there is not a site plan available, but I do have a draft lease (included in the April 8, 2024 packet). I am attempting to increase the lease amount, as well as to get a site plan to both the planning commission (for site plan review), as well as to the council (for general review) as soon as possible.

Again, I think this will shape up to be a win-win, provided the city does not need to invest in the site and the user is not installing obnoxious equipment. We will have more information related to such circumstances moving forward.

✓ **HOLLAND SQUARE CROWDFUNDING PROJECT** *(No Change of Status)*

We are nearing the creation of detailed plans, which will provide more finely tuned costs and imagery for review by the city council. I hope to have this in the month of September. The previous report follows.

Samantha has secured an additional \$75,000 in grant funds. This will make the powering of the structure, along with lighting and sound, a reality! The grant is through MSHDA and will likely require further review by the city council in the form of a grant agreement. As of writing, the project is still being reviewed by the committee and we await updated costs and plans for the structure and technology components. The previous report follows.

The Holland Square Steering Committee met on May 30<sup>th</sup>. We believe we explored many opportunities and areas of concern to narrow in on what appears to be the most viable and desirable project. The concept remains the same, but there have been some additions relating to power, lighting, sound, and architectural style. The architect and contractor are working on renderings now.

Our community continues to pursue a crowd funding match for a public place enhancement. The Public Places, Community Spaces opportunity is a powerful incentive and can provide up to \$50,000 towards a downtown project (perhaps as much as \$75,000 if it includes universal design)!

The DDA believes that the primary objective for such funds 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.

Over the last year, the DDA has worked with a local architect (thanks AMA Architects for the in-kind work), and a local builder (thanks JW Morgan) to refine a design, materials, and cost. This has resulted in concept plans for a pergola style structure, with a total base installation price of about \$150,000. With the addition of the grant, we expect the project to total around \$225,000.

The city council created a steering committee to finalize project details for review by the city. The council will have the final say in any structure constructed on city property.

✓ **WEBSITE ACCESSIBILITY (Update)**

Web Matters is on the case and they have some work completed that looks great. We are meeting with the designer on the 26<sup>th</sup>, so I should be able to add to this report at the meeting. Of course, nothing is live yet. I will keep the city council informed regarding the creation of a new website and the transfer of our data.

✓ **MDOT PARK AND RIDE (Business Item)**

The MDOT is renewing their five year agreements for trunkline maintenance. Generally, these apply to county road agencies and cities that have M-roads and interstate maintenance responsibility. For us, it applies to the park and ride on Miller, east of I-69. We maintain this lot as it relates to snow/ice removal, waste collection, and mowing. The state

pays the city up to \$5,000 for this service. We have been known to spend a bit more, but there is not really an alternative to keeping the area in reasonable condition (waste collection on the grounds is relatively demanding and requires constant attention).

We submitted preliminary information to the state a few months back as it relates to our bargaining agreement costs, staff contacts, insurance, and contracted service agreements. At this point, they are seeking a resolution from the council to affirm agreement with their template contract. I am including the agreement in the packet.

This agreement template sets out terms and conditions for city maintenance services and the compensation by the MDOT. Each quarter, we submit an invoice for contracted services like snow removal and mowing, as well as our labor costs for trash removal and other miscellaneous maintenance. The contract also pays a percentage overhead for administration.

As you can see there are a couple blanks in the contract, but the information is to be populated by standard reference data, such as the labor costs in our AFSCME union agreement and the fixed costs for contracted service (including the mowing bid). I wish we had the final agreement to review, but I am comfortable proceeding as requested by the MDOT. In short, we take care of the lot, and the state pays us. I do not see a good alternative. The arrangement works well, and I recommend we continue.

✓ **MERS ACTUARIAL (Update)**

I am comfortable continuing with MERS and removing this section from future reports. The full report can be found in the August 12, 2024 packet. If any member wishes to discuss this, please reach out to me.

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

✓ **MONTHLY REPORTS (Update)**

Monthly reports are included.

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

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

There was NOT an August Planning Commission Meeting due to a lack of agenda items. By way of update, the lighting ordinance was approved as recommended, so that is going on the books in one month's time.

A moratorium for ground based solar installations remains. This gives the community 180 days to consider regulations for ground based solar applications and permits. We will monitor state legislation and look to see how best to proceed this summer and into fall.

The next regular meeting is scheduled for September 3, 2024. As of writing, there is not any business to discuss.

✓ **DOWNTOWN DEVELOPMENT AUTHORITY (Update)**

Rebecca Bosas wrote a successful grant to Consumers Energy for tree replacement. You will see many of the downtown trees removed and replaced this fall, as well as a couple new trees in other right of way areas.

There was not an August meeting. Though there is not any new business, they are scheduled to meet on September 12, 2024. The previous report follows.

The DDA met on July 11<sup>th</sup> for their annual meeting. The board selected officers and retained the same slate of folks for the coming year (Beedy for chair, Jesme for vice-chair, and King for secretary).

The board also discussed and supported a few new spending concepts. One is the extension of the façade program to include cost sharing for right of way/streetscape improvements. The other was to support a potential forestry project on Morrish, between I69 and Fortino (this would include the planting of about 30 medium canopy trees in the right of way).

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

There is a variance requested related to an accessory dwelling unit at 8040 Maple Street. This is scheduled for review by the ZBA on September 18<sup>th</sup>. Packets will be sent out approximately one week early. The meeting will require a public hearing.

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

The park board did not meet in August. However, they are expected to meet in September to consider more efforts on the butterfly garden at Abrams Park. They may also be debriefing the summer pavilion rental season and rules. In the meantime, staff will submit a DNR Urban Forestry grant to help with replanting native species in Abrams Park.

The Friends of Abrams Park group proposed new flag reflection area at Abrams Park, near Daval Drive, was accepted by city council.

The 2024 slip and slide date was Saturday, July 27, 2024. Shattered Chains ran this event again and raised almost \$1,000 without any reported injuries or issues!

Samantha Fountain has resigned from the Park Board, leaving a vacancy. The Mayor is considering another Mundy Township resident for this position, since our two municipalities continue to have a reciprocity on our park boards by having an exchange position. Samantha was the previous Mundy resident.

The park board met on July 16<sup>th</sup>. The board was updated on current happenings. These include bids for fencing, repair to Elms Park pavilion #3, waste bin purchases, bench installations, and the grant submission for Otterburn.

The board considered holding a community outreach event on September 21, 2024 at Holland Square. They will be looking to secure use of this space from the council for that afternoon. It sounds like events will include family-friendly games activities, and general outreach by volunteers.

The park board considered starting a judged Halloween decorating contest this year. Initial conversation indicates that this will be similar to the Christmas contest, with four districts to be reviewed, signs for winners, and the potential for a 'goodie box' of donated local products for winners. This will be back on the August agenda for consideration.

The board also reviewed some of the finer details for the Abrams Park restoration of the construction staging area. The concept of replacing the paved cul-de-sac with an aggregate (asphalt millings) parking surface remains. Ultimately, they opted to keep the lot small (60x60 feet), with a 30 foot entrance drive.

The next regular meeting is scheduled for September 17, 2024.

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

The Board of Review met on July 16th. They recapped (reversed an uncapping) of taxable value for one petitioner's property. They will meet next in December.

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

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

ELECTION DATES FOR 2024:

General Election: November 5, 2024 – Early Voting dates for the general election are October 26 – November 3 from 8:00am – 4:00pm.

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

- ❑ DPS is going to take over plowing our lots from the vendor this winter. The plan has been in the making for quite some time. It first consisted of getting the two winged main road plow trucks built and in service. This frees up a person to help plow the lots and sidewalks. We also needed the new pickups so our fleet would be reliable. Going forward DPS believes it can plow the city's lots effectively and provide the entities and residents with a better and more timely service.
- ❑ DPS continues to GPS water and sewer assets. This will be ongoing for most of the year as we have time available.
- ❑ Currently there are a few structures in the roadways being brought up to grade in preparation for the final lift of asphalt. You will notice the structures have been brought up but the areas around the structures are open awaiting concrete. Once the concrete is poured around them the barricades can be removed. We expect that to happen during the week of 8/26. Final paving should happen sometime around end of September or in October.
- ❑ Restoration work continues on Greanleaf the contractor should be finishing up with restoration in the next couple of weeks. It's important to note the city and OHM have been meeting and working with the restoration contractor to get improved results from the restoration work. The contract has a "performance based section" regarding restoration. Our efforts to get them to change their methods appears to be working as the newest restoration work has quite a bit of grass growing in these areas after only a few days. Regarding addresses that have already been restored and have substandard results, we are working with the contractor to get them corrected.

Corrective action may consist of “weed and feed” application, “slit seeding”, killing the existing and starting over, some, or all of the above.

- ❑ Contractor is supposed to paint Seymour Rd. in the near future as most of the heavy construction traffic is now behind us.
- ❑ DPS continues to update water meter transponders, registers and meters as needed to allow the new meter reading collectors to read meters. This will be ongoing for several months.
- ❑ TG Priehs will be returning later in the construction season to work on Young drive and finish some ditching and culvert work on Oakview and Chesterfield. TG Priehs has confirmed a late September timeframe to return.
- ❑ Sewer cleaning has been completed and we have received some video. Contractor has completed the manhole inspections and is starting to cut any protruding taps.
- ❑ Hydrant blasting and painting has started and will continue.

✓ **TREASURER UPDATE (Nichols) (Update)**

The auditors from Plante & Moran completed all onsite fieldwork for the FY24 Single audit as of August 15<sup>th</sup>. Our staff is continuing to work with them on open items as they arise. Financial Audit will begin September 16<sup>th</sup>. 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)**

With the departure of Samantha, Mundy is seeking new candidates as a replacement. I will be working with them to see how a new staff member may be able to take on some or all of the duties that Samantha had been assigned. I will report findings to the council. If the replacement offers a different skill set, it may be necessary to move some of these duties to myself, another staff member, a third party, or to discontinue the duty altogether. Samantha’s last report, from August 12, 2024, follows.

After much deliberation, I’ve decided to resign my position with Mundy Township, and take a new one out in Lansing.. Unfortunately, that means that my time with Swartz Creek is coming to an end as well. I have truly enjoyed working with Swartz Creek Council, DDA, Administration and staff. I am interested in discussions about consulting with the DDA and/or council on things I’ve already been working on.

I am unsure of the direction Mundy will take going forward with this position. The duties and expectations changed quite a bit from what I hired into, and that is why I felt it was no longer a good fit with my professional goals.

The last two movie nights are scheduled for 8/9 and 8/16. I have volunteered to supervise both to ensure the season finishes out successfully. Bounce houses have been scheduled, as well as a balloon magician, face painter, lemonade stand, and ice cream cart.

We had the wayfinding assessment and discovery tour with Guide Studio at the end of July. It went well, and I think we are headed in the right direction to create better branding for Swartz Creek through signage that also establishes where to find specific amenities.



I have sent a list of volunteers to Adam that I think should be recognized this year through the annual mayoral proclamation of recognition. Please think about individuals and organizations you think deserve this recognition.

Adam and I had some quick work to do on a couple of different packets for the MSHDA grant towards Holland Square.

I have a T-mobile hometown grant application ready to be sent in once we receive letters of support that have been requested. This grant is very competitive but would add another \$50,000 towards the construction of Holland Square.

I am remaining on the Jeepers Creekers board for the foreseeable future, as I still live in the area and my kids still attend Swartz Creek schools. The Jeepers Creekers Makers Markets continue to go well. They are the 2<sup>nd</sup> Tuesday of each month this summer August 13<sup>th</sup>, and Sept. 10<sup>th</sup>, in addition to the market held on Saturday, Oct. 19<sup>th</sup> with the rest of the Jeepers Creekers Halloween activities. They are noticing a real lack in sponsors and volunteers for this year already. If you know of any organizations or businesses that would be interested, please contact me for more information.

Here is a list of projects I've worked on with Swartz Creek, This is not everything I did, but some of the highlights.

#### Projects since 2/23 Swartz Creek

- \$5,000 – Michigan Arts and Culture Council Historic Signs grant
- \$51,900 – Cosmos in the Creek, Public Spaces Community Places
- \$75,000 – MSHDA MI Neighborhoods grant for Holland Square
- \$20,000 – RRC Technical Asst. for Wayfinding
- RRC Recertification
- RRC Site promotion / marketing for Morrish Rd Church, and one confidential project
- Family Movie Nights
- Volunteer Recognition Proclamation program
- Match on Main applications
- Connected with small businesses and entrepreneurs
- Connected with MEDC and other partners about a variety of collaboration opportunities

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

### ✓ **ASSESSING CONTRACT** (*Business Item*)

Included with the agenda is the renewal of the city assessor's contract. The scope of work and other terms remains the same as last year. The renewal includes a 5% price increase, which equals the inflationary increase that the state tax commission allowed to the city's taxable value for Tax Day, December 31, 2023. This places the service at \$34,667.64 annually (\$2,888.97 monthly). Previous charges were \$33,016.80 annually (\$2,751.40 monthly).

Note that we did update some working in the agreement this year to conform to new state statutes and Department of Treasury guidance. The services will remain the same. Examples of changes include the update of IFT districts to “Special Acts” and changing the relevant certification from Level III to Michigan Advanced Assessing Officer. The only significant change is that our March BOR is now overseen by the clerk instead of the assessor, which has been the case for many years.

I am very pleased with the performance and results experienced with Legacy, and I recommend we continue using their services for the next year. Their operations here have placed us in the highest category of performance by the Michigan Department of Treasury, which is a perfect rating based on our 2024 state review. Mrs. MacDermaid functions like a long-standing staff member and official. She is very well-versed in her trade, our local circumstances, and the city tax roll.

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

Jeepers Creekers is back again! The project is in a very similar form to past years and is running like a well-oiled machine at this point. The event date this year is October 19<sup>th</sup>, a Saturday. The applications are attached and a set of resolutions are prepared. The event will consist of a daytime fall market in Holland Square and on Holland Drive, a foot race (5k) that originates in Holland Square and makes use of sidewalks, and the trunk or treat event on Miller/Holland. During the late afternoon, Miller will close down between Morrish and Hayes for the trunk or treat event. One notable difference this year is that they are not planning to hold an outdoor movie at Holland Square.

All of these events and closures have occurred in the past and are very manageable, especially on a Saturday. Note that the managing entity is a non-profit, which happens to be the same non-profit that operates the Makers’ Market in the summer months. The 5k event does not require additional street permits because this event is all within the sidewalk right-of-ways. Also note, that the DDA is likely to be a sponsor for this event. They have been asked to provide some support materials (tables, chairs, waste bins) and a financial contribution. There is not a planned pub crawl this year as of writing.

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

The fire budget is being recommended for adoption by the fire board. Chief Plumb is expected at the meeting to detail the budget and answer any questions. I find the budget reasonable in its expenses and to be within our own budgeting parameters. The proposed expenses are below that of 2024 (which had additional pay items for equipment). It is 6.2% above the 2023 budget, which implies less than a 3.1% annual compounded increase. This is quite reasonable when compared to inflation numbers for this timeframe. The only notable line items are increases to Computer/Software to accommodate a new email platform subscription services, as well as an inclination to increased training. I recommend approval.

✓ **FIRE DEPARTMENT PROPOSED REGULATION CHANGES (*Business Item*)**

I am providing much information related to a proposed change in Emergency Service Organization regulations as it pertains to fire departments, including ours. This is not something we need to be extremely familiar with, but I desire to have council members know that this process is being discussed, and to know what the implications are. Of course, one can dive in as far as they desire, including the NFPA standards. Enjoy.



In short, the Occupational Safety and Health Administration (OSHA) is considering changing the emergency response standard to more closely align with National Fire Protection Association (NFPA) guidelines. This will apply a higher standard across the board on equipment, training, and response planning. This could have financial costs, as well as impose challenges to maintaining a paid on-call department staff. It is not clear to me if our department would be impacted if the standards to not apply to “non-employee” departments.

I have asked Chief Plumb to provide some literature. He has done so (see attached). He has also provided a quick narrative summary of the implications.

In Chief Plumb’s words, “...for the OSHA/NFPA update. There are several areas we already fully or partially comply with.

We comply with the 10 year replacement schedule of equipment such as coats, pants, boots, gloves, helmets and hoods. We comply with the SCBA replacement and have 2 certified maintenance staff to work on the equipment, this is a cost savings to sending out the equipment with delivery, bench time and parts. We partially comply with the physicals. All employees get a physical every year, but we will need to add a few items to get it fully compliant.

OSHA’s estimate that this will only increase costs by \$12,000-\$15,000 annually is absurd. The administrative work alone will be double that.

Stations may need to be retrofitted to add decontamination showers, sperate storage areas for chemicals etc.

The biggest cost will be in fire trucks, where NFPA says no 1st out truck should be more than 15 years old and trucks more than 25 years old should be retired. After the truck we get this year, we will still have a 26-year-old and a 33-year-old truck. In addition to needing to replace those 2 trucks, the 9 year old truck we have 1st out at station one would need to be rolled back to a 2nd out trucks in 2030, (which lines up with receiving a truck to replace the 1991 in 2026-27).”

I will keep the city council informed. I recommend any technical questions be directed to our fire board and/or fire chief. I will monitor to the situation to ascertain any additional implications to the city.

✓ **CITIZEN OF THE YEAR AWARD (*Business Item*)**

We should have our recipient at the September 23 meeting for presentation!

✓ **BANK ACCOUNT CLOSURE (*Business Item*)**

Amy is turning most of our investments over to Michigan CLASS at the recommendation of our auditor. This is a very smart move, especially in the current high-interest banking environment. This State of Michigan financial tool is generating amazing returns to local government. Anyway, as part of this effort, we are reducing the number of marginal investment and banking accounts that we have open so that we can pursue optimal

efficiency. One such account is at Financial Plus Credit Union. In order to effect this change, they require a resolution, which is included in the packet.

✓ **PICKUP TRUCK PURCHASE (Update)**

Trucks are due to be delivered any day. Because the plow price, even with the MiDEAL purchasing platform, is expected to be above \$7,500 each, I suspect I will have the plow upfits in front of the council for approval.

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

*Council Chamber Sound:* Mark Lozen, who attended our last meeting, is going to work to eliminate the background noise.

*Abrams Tree Removal:* The contractor spotted on August 12 at Abrams was removing a rotted maple at the request of the city.

*Orienteering Course:* The city will work with the scouts to restore station #2 of the course at Elms.

*Miller Camping:* This matter is under enforcement by Metro PD.

*I-69/Miller/Elms:* Our crews will address the weeds by the guard rail.

*FOG Inspections:* Inspections DO include an assessment of the outdoor grease receptacle.

*Commercial Code Compliance:* Kroger, O'Reilly's, and Farm & Home have all been cited for various issues pertaining to their sites. This includes inappropriate outdoor storage, insufficient landscaping maintenance/replacement, and defective lighting. All owners have been working with the city to address these matters.

**City of Swartz Creek  
RESOLUTIONS  
Regular Council Meeting, Monday, August 26, 2024, 7:00 P.M.**

**Motion No. 240826-4A**                      **MINUTES – August 12, 2024**

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

**I Move** the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, August 12, 2024, to be circulated and placed on file.

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

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

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

**Motion No. 240826-5A**                      **AGENDA APPROVAL – August 26, 2024**

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

**I Move** the Swartz Creek City Council approve the Agenda as presented / printed / amended for the Regular Council Meeting of August 26, 2024, to be circulated and placed on file.

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

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

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

**Motion No. 240826-6A**                      **CITY MANAGER’S REPORT**

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

**I Move** the Swartz Creek City Council accept the City Manager’s Report of August 26, 2024 including reports and communications, to be circulated and placed on file.

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

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

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

**Resolution No. 240826-8A**                      **RESOLUTION TO CLOSE CREDIT UNION ACCOUNT**

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

**WHEREAS**, the City of Swartz Creek maintains an account with Financial Plus Credit Union, Account Number 0000127719; and

**WHEREAS**, the City is consolidating investment accounts into Michigan CLASS at the recommendation of our auditor and is closing accounts with marginal investment and transaction value, and;

**WHEREAS**, Financial Plus Credit Union requires a resolution of the council to close this account.

**NOW THEREFORE, BE IT RESOLVED** the City of Swartz Creek City Council agrees to close the aforementioned account and to direct the City Treasurer to do so.

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

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

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

**Resolution No. 240826-8B**

**RESOLUTION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH LEGACY ASSESSING SERVICES, INC.**

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

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

**AGREEMENT FOR PROFESSIONAL ASSESSOR SERVICES**

This Agreement (“Agreement”), made and entered into this \_\_\_ day of August, 2024 by and between the **City of Swartz Creek**, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek Michigan 48473 (“City”) and, **Legacy Assessing Services, Inc.**, 110 Mill St, P.O. Box 489, Fenton Michigan 48430 (“Legacy”).

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

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

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

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

**SECTION I: BASIC SERVICES OF LEGACY**

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

**1.1 General Duties:**

Legacy Assessing Services, Inc. shall be required to perform all duties of an assessor pursuant to City Charter, Michigan statutory and case law, Michigan State Tax Commission rules, regulations and policies, and all other rules and guidelines established for the proper performance of said position, as same may from time to time be amended, while this Agreement is in effect, and shall conduct and perform same in accordance with all applicable standards of professional conduct required of such Assessors. If material changes in the laws, statutes, rules, guidelines or City Charter during the term of this Agreement result in a substantial additional work burden on Legacy Assessing Services, Inc., Legacy Assessing Services, Inc. and the City agree to enter into good faith negotiations regarding possible amendments to this Agreement. For purposes of this paragraph, the term “substantial additional work burden” shall be determined to exist by mutual agreement of Legacy Assessing Services, Inc. and the City. If they cannot agree as

to whether a substantial additional work burden has been imposed upon Legacy Assessing Services, Inc., Legacy Assessing Services, Inc. and the City shall select a mutually agreeable mediator/arbitrator who shall facilitate the negotiations to assist the parties in reaching such a determination, and if an impasse is reached in such negotiations, shall make said determination. The determination of the mediator/arbitrator shall be final, however, said mediator/arbitrator shall not have authority to establish the amount of additional compensation, if any.

### **1.2 Office Hours/Availability:**

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

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

B. Legacy Assessing Services, Inc. shall meet with the Board of Review prior to and after the March BOR meeting and attend the July and December BOR meetings.

### **1.3 Public Relations/Customer Service:**

Legacy Assessing Services, Inc. shall work with and advise property owners in the ad valorem taxation system in an attempt to eliminate adversarial situations and establish positive public relations. The parties acknowledge that the provision of efficient virtual interactions and necessary in-person engagements for the public is valuable in the process of providing high quality customer service. The City wants to ensure that members of the public and City staff that need information from Legacy Assessing Services, Inc., or wish to speak to Legacy Assessing Services, Inc., are able to do so on a relatively convenient basis. In that regard, in addition to the hours specified in Paragraph 1.2, Legacy agrees to meet with or contact residents and City staff members during normal office hours as appropriate to address their tax assessment-related concerns. Phone calls and answers to emails and faxes will be responded to in a timely manner, with every effort made to respond to same within 24 hours of receipt by Legacy Assessing Services, Inc..

### **1.4 New Construction/Loss Adjustment:**

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

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

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

### **1.6 "Proposal A" Requirements:**

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

- A. Approve or deny Principal Residence Exemptions and agricultural exemptions;
- B. Track property transfer affidavits, matching them with deeds within 45 days of being filed;

- C. Apportion the homestead portion of a combination-use building;
- D. Determine the homestead status of parcels resulting when homestead parcels are split or; and
- E. Calculate both assessed and tentative taxable values for all parcels, taking into consideration losses, new construction and replacement in any given year.

**1.7 Assessment Roll Preparation and Records:**

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

**1.8 Reports:**

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

**1.9 Board of Review:**

The City Clerk shall keep records regarding the March Board of Review session in accordance with City Charter, attached hereto as “Exhibit A”.

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

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

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

**1.10 Sales and Appraisal Studies:**

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

**1.11 Forms:**

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

**1.12 Defense of Appeals:**

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

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

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

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

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

**1.13 Reappraisal Program:**

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

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

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

**1.15 Equalization Increases:**

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

**1.16 Land Division Applications:**

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

**1.17 Assessor Certification:**

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

**1.18 Transportation and Equipment:**

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

**1.19 Indemnification/Employment:**

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

**1.20 Preparation of DDA and Reporting:**

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

**1.21 Assessor's Recommendations:**

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

**1.22 Security of Information:**

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

**1.23 Optional Services:**

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

**SECTION II: TERM OF AGREEMENT**



**2.1 Contract Period:**

Legacy Assessing Services, Inc. shall commence performance of the services herein required on October 1, 2024. Unless sooner terminated, this Agreement shall, by its terms, expire September 30, 2025.

**2.2 Mutual Right of Termination:**

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

**2.3 Termination for Cause or Breach:**

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

**2.4 Notice of Termination:**

Upon receipt of notice of termination or upon termination of this Agreement by expiration of its term, Legacy Assessing Services, Inc. shall immediately deliver to the City the originals and original copies of all data, paper and computer files, drawings, specifications, reports, value estimates, summaries and other information and materials as may have been accumulated by Legacy Assessing Services, Inc. in performing this Agreement, whether completed or in process and same shall be in unaltered form, readable by the City. In the event of the failure or refusal of Legacy Assessing Services, Inc. to forthwith deliver the above referenced materials, documents and files, City may seek a Circuit Court order compelling the production of same forthwith, and Legacy Assessing Services, Inc. herein expressly waives notice of hearing thereon agreeing that a mandatory injunction may immediately issue due to the fact that the failure to receive the stated materials, documents and files will result in irreparable harm to the City without leaving the City an adequate remedy at law, thereby entitling the City to an immediate judgment in its favor in this regard. The City shall be entitled to damages from Legacy Assessing Services, Inc. for any information, materials or documents that are turned over to the City in unusable or altered form.

**2.5 Amendment/Renegotiation:**

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

If the Agreement is not reviewed or extended prior to its expiration date and the City desires to have Legacy Assessing Services, Inc. continue on a month-to-month basis, the fee will be that which existed for the final month of the original term, being September, 2025.

**SECTION III: PAYMENT**

**3.1 Compensation for Basic Services:**

During the term of this Agreement, the City agrees to pay to Legacy Assessing Services, Inc., for performance of the Basic Services set forth in Section I of this Agreement, an amount equal to \$34,667.64 yearly (thirty-four thousand, six hundred sixty-seven dollars, sixty-four cents). Legacy Assessing Services, Inc. shall invoice the City an amount equal to \$2,888.97 on a monthly basis, net due 20 days.

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

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

## **SECTION IV: CITY RESPONSIBILITIES**

### **4.1 Basic Data:**

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

### **4.2 Office Equipment:**

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

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

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

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

### **4.3 Computer:**

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

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

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

### **4.5 Office Supplies:**

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

### **4.6 Existing ECF Areas:**

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

### **4.7 Preparation of DDA and Reporting:**

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

**4.8 Legal Counsel:**

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

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

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

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

**5.2 Implementation/Responsibility:**

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

**SECTION VI: MISCELLANEOUS PROVISIONS**

**6.1 Relationship Between City and Assessor:**

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

**6.2 Indemnification/Insurance:**

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

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

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

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

### **6.4 Professional Standards:**

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

### **6.5 Ownership of Documents:**

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

### **6.6 Validity:**

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

### **6.7 Survival:**

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

### **6.8 Controlling Law/Venue:**

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

**6.9 Authorization:**

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

*(Signature Page Follows)*

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

**CITY OF SWARTZ CREEK, MICHIGAN:**

**LEGACY ASSESSING SERVICES, INC.**

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

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

By: \_\_\_\_\_  
**Renee Kraft, City Clerk**

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

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CHAPTER 9. TAXATION\*

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

Section 9.1. Power to tax--Tax limit.

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

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

Section 9.2. Subjects of taxation--Tax procedure.

(a) The subjects of ad valorem taxation for municipal purposes shall be the same as for state, county, and school purposes under the general law.

(b) Except as otherwise provided by this chapter, city taxes shall be assessed, levied, and collected in the manner provided by law.

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

Section 9.3. Exemptions.

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

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

Section 9.4. Tax day.

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

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

Section 9.5. Personal property--Jeopardy assessment.

If the Treasurer finds or reasonably believes that any person who is, or may be, liable for taxes upon personal property, the taxable situs of which was in the city on tax day, intends to depart or has departed from the city; or to remove or has removed therefrom personal property which is, or may be, liable for taxation; or to conceal or conceals himself or his property; or does any other act tending to prejudice, or to render wholly or partly ineffectual the proceedings to collect such tax, he shall proceed to collect the same as a jeopardy assessment in the manner provided by law.

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

Section 9.6. Preparation of the assessment roll.

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

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

Section 9.7. Board of Review.

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

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

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

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

Section 9.8. Duties and functions of Board of Review.

For the purpose of revising and correcting assessments, the Board of Review shall have the same powers and perform like duties, in all respects, as are, by law, conferred upon and required of boards of review in townships, except as otherwise provided in this charter. At the time, and in the manner provided in the following section, it shall hear the

complaints of all persons considering themselves aggrieved by assessments. If it shall appear that any person or property has been wrongfully assessed or omitted from the roll, the Board shall correct the roll in such manner as it deems just. Except as otherwise provided by law, no person other than the Board of Review shall make any change upon, or addition or correction to, the assessment roll. The Board shall make no such changes, additions, or corrections after it has certified the roll as provided and required by Section 9.11 of this chapter. The Assessor shall make a permanent record of all proceedings of the Board and enter therein all resolutions and decisions of the Board. Such record shall be filed with the Clerk on or before the first day of September following the meeting of the Board of Review.

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

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

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

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

#### Section 9.10. Notice of meetings.

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

#### Section 9.11. Certification of roll.

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

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

#### Section 9.12. Validity of assessment roll.

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

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

#### Section 9.13. Clerk to certify levy.

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

#### Section 9.14. City tax roll.

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

#### Section 9.15. Taxes a debt and lien.



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

**Section 9.16. Tax roll certified for collection.**

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

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

**Section 9.17. Tax payment date.**

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

**Section 9.18. Taxes due--Notification thereof.**

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

**Section 9.19. Tax payment schedule.**

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

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

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

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

**Section 9.21. State, county and school taxes.**

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

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

**Section 9.22. Protection of city lien.**

The city shall have power, insofar as the exercise thereof shall not conflict with or contravene the provisions of law, to acquire such an interest in any premises within the city, by purchase at any tax or other public sale, or by direct purchase from or negotiation with the State of Michigan or the owner, as may be necessary to assure to the city the

collection of its taxes, special assessments, charges, and any interest thereon which are levied against any lot or parcel of real property or to protect the lien of the city therefor, and may hold, lease, or sell the same. Any such procedure exercised by the city to assure the collection of its taxes or the protection of its tax or other liens shall be deemed to be for a public purpose. The Council may adopt any ordinance which may be necessary to make this section effective.

Section 9.23. Collection of delinquent taxes.

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

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

(2) If no ordinance is in effect pursuant to subsection (1) of this section, such taxes shall be returned to the County Treasurer, to the extent and in the same manner and with like effect as provided by law for returns by township treasurers of township, school and county taxes. Such returns shall include all the additional assessments, charges, fees, penalties, and interest hereinbefore provided, which shall be added to the amount assessed in said tax roll against such property or person. The taxes thus returned shall be collected in the same manner as other taxes returned to the County Treasurer are collected, in accordance with law, and shall be and remain a lien upon the property against which they are assessed until paid.

Section 9.24. Disposition of real property held by city.

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

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

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

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

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

**Resolution No. 240826-8C**

**RESOLUTION TO APPROVE THE FISCAL YEAR 2025 BUDGET FOR THE FIRE DEPARTMENT**

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

**WHEREAS**, the agreement for fire service between Clayton Township and Swartz Creek City indicates a specific process for budgetary review and approval by the municipalities; and,

**WHEREAS**, the staff of Clayton Township and the Swartz Creek City have found the proposed budget to be acceptable by both parties; and,

**WHEREAS**, the Swartz Creek Fire Board affirmed the proposed budget at their regular meeting on August 19, 2024.

**NOW, THEREFORE, BE IT RESOLVED THAT** the City of Swartz Creek approve the Fiscal Year 2025 Swartz Creek Area Fire Board Budget, a copy of which is attached hereto, gross maximum total not to exceed \$371,097.00, to be paid commensurate of the agreement between the City of Swartz Creek and the Township of Clayton, payment being the City’s obligation of one-half of the proposed total budget.

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

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

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

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

**Resolution No. 240826-8D**

**RESOLUTION TO APPROVE A FESTIVAL PERMIT FOR THE SWARTZ CREEK JEEPERS CREEKERS EVENTS IN OCTOBER OF 2024**

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

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

**WHEREAS**, JC is seeking permits and approvals to operate an annual festival on private and public grounds within the city, including a trunk-or—treat event, a foot race, market vendors, food service, and numerous other activities; and

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

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

**NOW, THEREFORE BE IT RESOLVED** that the City of Swartz Creek hereby approves Resolutions/Motions 240826-8D1 through 240826-8D3, allowing for the various permits related to the annual Swartz Creek Jeepers Creekers festival, to be held on Saturday, October 19, 2024, inclusive of all stipulations and conditions as specified and listed within, including the provision of valid insurance that lists the City of Swartz Creek as an additionally insured party for all events.

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

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

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

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**Resolution No. 240826-8D1      JEEPERS CREEKERS STREET FESTIVAL, GENERAL STREET & PROPERTY USE PERMITS**

**I Move** the City of Swartz Creek approve and authorize the Jeepers Creekers application for street closing and City property use permits on Saturday, October 19, 2024 for the purpose of hosting a festival at the following locations:

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

Street and City property use subject to the following stipulations:

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

**Resolution No. 240826-8D2      JEEPERS CREEKERS MUNICIPAL PROPERTY RESERVATION PERMIT**

**I Move** the Swartz Creek City Council approve and authorize the Jeepers Creekers application for street closing / usage permit for Saturday, October 19, 2024 from 9:00 a.m. until 8:00 p.m. for purposes of conducting a festival, including market vendors, games, and food service in Holland Square under the following stipulations:

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

**Resolution No. 240826-8D3      JEEPERS CREEKERS STREET USAGE PERMIT**

**I Move** the Swartz Creek City Council approve and authorize the Jeepers Creekers application for street closing / usage permit for Saturday, October 19, 2024 from 4:00 p.m. until 8:00 p.m. for purposes of conducting a festival on Miller Road (Morrish to Hayes) and Holland Drive under the following stipulations:

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

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

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

**Resolution No. 240826-8E                      RESOLUTION TO APPROVE MDOT PARK & RIDE CONTRACT – MILLER ROAD**

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

**WHEREAS**, the MDOT finds that contracting with municipalities for maintenance of state trunk lines and bridges within local jurisdictions is in the best public interest; and

**WHEREAS**, the City of Swartz Creek and the Michigan Department of Transportation have an existing contractual relationship in which the city provides specific maintenance services for the park and ride facility on Miller Road by I-69, including snow removal, trash collection, mowing, and other regular maintenance, and;

**WHEREAS**, the MDOT has submitted a draft contract that continues this relationship for the next state fiscal year, contract number to be determined.

**NOW THEREFORE, BE IT RESOLVED** the City of Swartz Creek agrees to enter into a contract with the Michigan Department of Transportation (MDOT), a copy of which is attached hereto, for the purpose of maintaining the park and ride facility on Miller Road,

**BE IT FURTHER RESOLVED**, that the City of Swartz Creek designate the Director of Public Services as the maintenance superintendent, the Treasurer as the contract supervisor, and further directs the City Manager to execute the final agreement on behalf of the City.

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

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

**Motion No. 240826-11A                      ADJOURN**

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

**I Move** the Swartz Creek City Council adjourn the regular council meeting of August 26, 2024.

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

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

**CITY OF SWARTZ CREEK  
SWARTZ CREEK, MICHIGAN  
MINUTES OF THE REGULAR COUNCIL MEETING  
DATE August 12, 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: Walt Melen, Kevin Van Arsdale, Rick Caruso.

Others Virtually Attended: Director Robert Bincsik, Lania Rocha

**APPROVAL OF MINUTES**

**Resolution No. 240812-01 (Carried)**

Motion by Councilmember Spillane  
Second by Councilmember Gilbert

**I Move** the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday July 22, 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. 240812-02 (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 August 12, 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. 240812-03**

**(Carried)**

Motion by Councilmember Cramer  
Second by Councilmember Gilbert

**I Move** the Swartz Creek City Council accept the City Manager’s Report of August 12, 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:**

Betty Binder: Commented on the Eagle Scout Service Project that was completed years ago. Part of the project (point #2) is now under asphalt, and she would like someone to look at it. Walt Melen and Adam Zettel will attempt to address this.

Kevin Van Arsdale: Stated that people are getting tickets/warnings if parking on their lawns, but nothing is being done about a vacant lot on Miller near Tallmadge, which has an RV and party tent set up. The City Manager replied that something is currently being done.

### **COUNCIL BUSINESS:**

#### **RESOLUTION TO APPROVE SIDEWALK REPAIR AND INSTALLATION BIDS**

**Resolution No. 240812-04**

**(Carried)**

Motion by Mayor Pro Tem Hicks  
Second by Councilmember Cramer

**WHEREAS**, the city maintains a system of concrete sidewalks on the civic campus, within parks, and on or across other various properties and rights of way in the city; and

**WHEREAS**, there is a need to remove and replace existing sidewalk, to widen a section of walk at Elms Park, and to install new bench pads along recreational trail; and

**WHEREAS**, the city solicited sealed bids related to the completion of said work; and

**WHEREAS**, the low bid was submitted in the amount of \$18,440 by BP Surface Solutions Inc, a company found to be in good standing by the city.

**NOW, THEREFORE, BE IT RESOLVED** the City of Swartz Creek hereby approves the bid from BP Surface Solutions as included in the August 12, 2024 packet, as a unit cost bid, including a 25% contingency for root cutting and other unforeseen or additional related repairs.

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

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

**RESOLUTION TO APPROVE PICKUP TRUCK PURCHASES USING MIDEAL STATE-WIDE PRICING**

**Resolution No. 240812-05**

**(Carried)**

Motion by Councilmember Gilbert  
Second by Councilmember Cramer

**WHEREAS**, the City of Swartz Creek purchasing ordinance encourages the use of cooperative extended purchasing programs, and;

**WHEREAS**, the City of Swartz Creek desires to purchase two 2024 Chevrolet Silverado 4x4 pickup trucks and, by virtue of the size of the city, the city cannot purchase such vehicles in a sufficient quantity to allow for a maximum discounted price, and;

**WHEREAS**, the State of Michigan MiDEAL extended purchasing program allows local governmental units to cooperate with the State to benefit from cooperative pricing on specified vehicle types, and;

**WHEREAS**, the MiDEAL price for a 2024 Chevrolet Silverado 2500HD regular cab, 8' bed, snowplow prep/towing package (SPEC 78) is \$45,198.00, said vehicle being available at Todd Wenzel Buick-GMC and Chevrolet.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Swartz Creek recognize the MiDEAL Extended Purchasing Program and accept the bid award of Todd Wenzel Chevrolet, Hudsonville, MI, for SPEC 78, as noted above, and further appropriate \$90,396 towards the purchase of two such trucks, funds to be appropriated from 661 Motor Pool.



**BE IT FURTHER RESOLVED**, that the City of Swartz Creek, finding the 2008 pickup trucks to be beyond their useful life for the execution of reliable and efficient standard departmental activities, hereby direct and authorize the Director of Public Services to auction these vehicles and related appurtenances (listed below).

1. 2008 4x4; VIN # 1GCHK24K88E193467.
2. 2008 4x4; VIN # 1GCHK24K18E193634.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

### **DISCUSSION ON FOG SEAL PROJECTS**

Discussion ensued regarding fog seal for service drives; especially Parkridge, Springbrook, Jenny Lane and more. This preventative maintenance should help save roads for 3-5 years.

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

None.

### **REMARKS BY COUNCILMEMBERS:**

Councilmember Henry: Questioned if the fence around Mary Crapo is temporary?  
Response-yes.

Councilmember Gilbert: Questioned who is responsible for trimming the tree in his front yard. The city manager replied the city is.

Mayor Pro Tem Hicks: Questioned the election voter numbers. The clerk responded 1,335 voters in all.

Councilmember Cramer: Would like to see a new cemetery off Bristol Road. Concerned about the city being "held hostage" via internet, email, etc. Response-VC3 does a good job keeping us secure.

Councilmember Spillane: Questioned if we have a planting ordinance. The city manager responded yes, but we can expand on it as to which trees are desired and frowned upon. Questioned if the Wade Street property offer went anywhere? Response-no.

Mayor Krueger: He missed the last meeting because he went to a corporate owner's meeting.

**ADJOURNMENT**

**Resolution No. 240812-08**

**(Carried)**

Motion by Councilmember Gilbert  
Second by Councilmember Henry

**I Move** the Swartz Creek City Council adjourn the regular meeting at 8:24 p.m.

Unanimous Voice Vote.

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**David A. Krueger, Mayor**

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

08/12/2024

CHECK REGISTER FOR CITY OF SWARTZ CREEK  
CHECK DATE FROM 06/01/2024 - 06/30/2024

| Check Date                    | Check | Vendor Name                         | Description                              | Amount          |
|-------------------------------|-------|-------------------------------------|--|-----------------|
| Bank GEN CONSOLIDATED ACCOUNT |       |                                     |  |                 |
| 06/05/2024                    | 53479 | AMERICAN SEWER CLEANERS             | 8390 CAPPY LN MANHOLE TO MANHOLE WATER J | 290.00          |
| 06/05/2024                    | 53480 | AMY NICHOLS                         | BANK RUNS MAY                            | 21.17           |
| 06/05/2024                    | 53481 | ANDREW SMYTH                        |  | 200.00          |
| 06/05/2024                    | 53482 | BFT LP                              | PET WASTE BAGGIES                        | 335.99          |
| 06/05/2024                    | 53483 | BIO-SERV CORPORATION                | PEST CONTROL - PUBLIC SAFETY BLDG        | 69.00           |
| 06/05/2024                    | 53484 | CHASE CARD SERVICES                 | MONTHLY STATEMENT                        | 1,323.29        |
| 06/05/2024                    | 53485 | COMCAST BUSINESS                    | MONTHLY INVOICE                          | 349.71          |
| 06/05/2024                    | 53486 | DAVID BRELINSKI                     | ELMS RD PARK REFUND #1 ON 5/18/24        | 200.00          |
| 06/05/2024                    | 53487 | DENISE COOLE                        | PARK REFUND ELMS RD PARK #2 OM 5/18/24   | 200.00          |
| 06/05/2024                    | 53488 | DIPONIO CONTRACTING, LLC            | USDA MATER MAIN & LOCAL ROAD IMPROVEMENT | 1,319,001.11    |
| 06/05/2024                    | 53489 | DLZ MICHIGAN INC                    | MS4 COMPLIANCE AND FOG PROGRAM SERVIES T | 285.00          |
| 06/05/2024                    | 53490 | DORNBOS SIGN & SAFETY INC           | LUEA LN 30X9 NO UPPER LOGO SEYMOUR S-R13 | 137.10          |
| 06/05/2024                    | 53491 | FAITH SAMPLES                       |  | 200.00          |
| 06/05/2024                    | 53492 | FAMILY FARM AND HOME INC            | MAY MONTHLY INVOICES                     | 478.83          |
| 06/05/2024                    | 53493 | FIDELITY SECURITY LIFE INSUR/EYEMED | RETIREE VISION JUNE 2024                 | 47.96           |
| 06/05/2024                    | 53494 | FUNTASTIC INFLATABLES               | INFLATABLE RENTAL FOR MOVIE NIGHT 6/28/2 | 350.00          |
| 06/05/2024                    | 53495 | GCGC                                | GCGC SUMMER MEETING 6/6/24               | 50.00           |
| 06/05/2024                    | 53496 | GCGC                                | MEMBERSHIP DUES FOR RENEE KRAFT & JACQUI | 50.00           |
| 06/05/2024                    | 53497 | GEN CTY ROAD COMMISSION             | S- MTCE & OPERATIONS 504 (47) APRIL 202  | 46.35           |
|                               |       |                                     | SIGNAL MILLER @ FAIRCHILD APRIL 2024     | 278.22          |
|                               |       |                                     |  | <u>324.57</u>   |
| 06/05/2024                    | 53498 | GENESEE COUNTY CLERK                | BALLOT PROGRAMMING AUG. 2024 ELECTION    | 300.00          |
| 06/05/2024                    | 53499 | GENESEE CTY DRAIN COMMISSIONER      | NPDES PHASE II APRIL 1, 2024- JUNE 30,20 | 452.32          |
| 06/05/2024                    | 53500 | GUIDE STUDIO, INC                   | WAYFINDING ASSESEMENT & SCHEMATIC PLAN C | 7,400.00        |
| 06/05/2024                    | 53501 | HYDRO DESIGNS INC                   | CROSS CONNECTION PROGRAM FY2024 FEB-JUNE | 3,975.00        |
|                               |       |                                     | CROSS CONNECTION PROGRAM MAY-JULY 2024   | 1,071.00        |
|                               |       |                                     |  | <u>5,046.00</u> |
| 06/05/2024                    | 53502 | INTEGRITY BUSINESS SOLUTIONS        | KITCHEN TOWELS (4)                       | 132.08          |

|            |       |                                |  |                 |
|------------|-------|--------------------------------|--|-----------------|
| 06/05/2024 | 53503 | JAMES BAUR                     | ELMS RD PARK DEPOSIT REFUND              | 200.00          |
| 06/05/2024 | 53504 | JASON BOYD                     | BOYDS LAWN & LANDSCAPING                 | 590.00          |
|            |       |                                | BOYDS LAWN & LANDSCAPING                 | 1,050.00        |
|            |       |                                | BOYDS LAWN & LANDSCAPING                 | 1,020.00        |
|            |       |                                |  | <u>2,660.00</u> |
| 06/05/2024 | 53505 | JAY SANDFORD                   | CLOTHING ALLOWANCE REIMB                 | 49.34           |
| 06/05/2024 | 53506 | JAY'S SEPTIC TANK SERVICE      | PORT-A-JON RENTAL ELMS RD PARK 5-31-24 T | 540.00          |
| 06/05/2024 | 53507 | KCI                            | PROPOSAL EST. POSTAGE JULY 2024 WATER BI | 1,039.35        |
| 06/05/2024 | 53508 | KIRBY BUILT PRODUCTS. LLC      | 25 GARBAGE CANS FOR ELMS RD PARK         | 16,004.56       |
| 06/05/2024 | 53509 | KONEISHA HARVEY                | ELMS RD P[ARK DEPOSIT REFUND             | 200.00          |
| 06/05/2024 | 53510 | M & M PAVEMENT MARKING         | ROAD STRIPING                            | 8,617.54        |
| 06/05/2024 | 53511 | MACQUEEN EQUIPMENT LLC         | STREET SWEEPER REPAIRS & MAINT.          | 430.66          |
| 06/05/2024 | 53512 | MI MUNICIPAL WORKERS COMP FUND | MML WORKER'S COMP COVERAGE RENEWAL 7/1/2 | 7,910.00        |
| 06/05/2024 | 53513 | MICHAELA POPE                  | PARK REFUND ELMS RD PARK #4 ON 5/18/24   | 200.00          |
| 06/05/2024 | 53514 | MICHIGAN PIPE AND VALVE        | (2) 1040 H ADJ RING 2                    | 560.00          |
|            |       |                                | (3) 100 PK BLUE MARKING FLAGS & (3) 100  | 120.00          |
|            |       |                                | 40 QTY 24 N12 PIPE SOLID IB W/QUART PIP  | 969.30          |
|            |       |                                |  | <u>1,649.30</u> |
| 06/05/2024 | 53515 | MOLLY MAID OF METAMORA LLC     | CLEANING CITY HALL MAY 24 2024           | 186.00          |
| 06/05/2024 | 53516 | NICOLE JONES                   | ELMS RD PARK DEPOSIT REFUND              | 200.00          |
| 06/05/2024 | 53517 | OHM ADVISORS                   | WINCHESTER WOODS SUNDIVISION IMPROVEMEN  | 38,637.75       |
| 06/05/2024 | 53518 | OHM ADVISORS                   | WINCHESTER VILAGE LOCAL RD IMPROVEMENTS  | 99,100.10       |
| 06/05/2024 | 53519 | PARISEAU'S PRINTING INC        | CIVIL INFRACTION TICKETS (50)            | 105.00          |
| 06/05/2024 | 53520 | PITNEY BOWES INC.              | LEASING CHARGES 5/30/23 THRU 8/29/23     | 144.12          |
| 06/05/2024 | 53521 | PITNEY BOWES INC.              | LEASING CHARGES 3/1/24 THRU 2/29/24      | 144.12          |
| 06/05/2024 | 53522 | PITNEY BOWES INC.              | LEASING CHARGES 11/29/23 THRU 2/28/24    | 144.12          |
| 06/05/2024 | 53523 | REGINA SMITH                   | PARK REFUND FOR CANCELLATION             | 385.00 V        |
| 06/05/2024 | 53524 | SUBURBAN AUTO SUPPLY           | 1" HEATER HOSE                           | 164.50          |
|            |       |                                | SWITCH STARTER STREET SWEEPER            | 11.99           |
|            |       |                                |  | <u>176.49</u>   |
| 06/05/2024 | 53525 | T MOBILE USA INC               | DPW PHONES & ONE OFFICE PHONE            | 328.38          |

|            |       |                                    |  |                    |
|------------|-------|------------------------------------|--|--------------------|
| 06/05/2024 | 53526 | T.G. PRIEHS LLC                    | WINCHESTER WOODS SUB IMPROVEMENTS NUMBER | 222,893.44         |
| 06/05/2024 | 53527 | VC3 INC                            | SSL CERTIFICATE RENEWAL STANDARD ONE YEA | 150.00             |
| 06/05/2024 | 53528 | VISUAL EDGE IT                     | CONTRACT 5/23/24-6/20/24 OVERAGE 3/21/24 | 971.52             |
| 06/05/2024 | 53529 | WILLIAM CONGDON                    | UB refund for account: 0000274100        | 79.17              |
| 06/13/2024 | 50(E) | BLUE CROSS BLUE SHIELD OF MICHIGAN | RETIREE HEALTHCARE CLOLINGER 7-1-24 THRU | 2,202.16           |
| 06/13/2024 | 53530 | ASHAUNTI LEE                       | ELMS RD PARK REFUND                      | 200.00             |
| 06/13/2024 | 53531 | BIO-SERV CORPORATION               | PEST CONTROL - CITY HALL/LIBRARY-SR CTR  | 148.00             |
| 06/13/2024 | 53532 | CHASE CARD SERVICES                | FY 2024 POSTER GUARD ONE YEAR RENEWAL    | 94.99 V            |
|            |       |                                    | FY 2024 POSTER GUARDI 1 YEAR RENEWAL     | 94.99 V            |
|            |       |                                    |  | <hr/> <hr/> 189.98 |
| 06/13/2024 | 53533 | COMMUNITY IMAGE BUILDERS           | PROFESSIONAL SERVICES 4/2/24 THRU 5/30/2 | 1,024.50           |
| 06/13/2024 | 53534 | CONSUMERS ENERGY                   | 5361 WINSHALL DR NP                      | 32.75              |
| 06/13/2024 | 53535 | CONSUMERS ENERGY                   | 8011 MILLER RD                           | 28.77              |
| 06/13/2024 | 53536 | CONSUMERS ENERGY                   | 8301 CAPPY LN                            | 317.59             |
| 06/13/2024 | 53537 | CONSUMERS ENERGY                   | 5121 MORRISH RD                          | 342.47             |
| 06/13/2024 | 53538 | CONSUMERS ENERGY                   | 8095 CIVIC DR                            | 549.63             |
| 06/13/2024 | 53539 | CONSUMERS ENERGY                   | 5361 WINSHALL DR #2 RESTRMS 9987         | 35.49              |
| 06/13/2024 | 53540 | CONSUMERS ENERGY                   | 9099 MILLER RD                           | 34.16              |
| 06/13/2024 | 53541 | CONSUMERS ENERGY                   | 5361 WINSHALL DR 8369                    | 31.46              |
| 06/13/2024 | 53542 | CONSUMERS ENERGY                   | 5257 WINSHALL DR                         | 29.78              |
| 06/13/2024 | 53543 | CONSUMERS ENERGY                   | 8499 MILLER RD                           | 33.48              |
| 06/13/2024 | 53544 | CONSUMERS ENERGY                   | 8059 FORTINO DR                          | 58.89              |
| 06/13/2024 | 53545 | CONSUMERS ENERGY                   | 4510 MORRISH RD                          | 39.55              |
| 06/13/2024 | 53546 | CONSUMERS ENERGY                   | 5015 HOLLAND DR LOT LIGHTS               | 37.40              |
| 06/13/2024 | 53547 | CONSUMERS ENERGY                   | 5441 WHITNEY CT PAVILLION                | 28.77              |
| 06/13/2024 | 53548 | CONSUMERS ENERGY                   | 8100 CIVIC DR                            | 890.17             |
| 06/13/2024 | 53549 | CONSUMERS ENERGY                   | SIRENS TRAFFIC LIGHTS 1997               | 33.42              |
| 06/13/2024 | 53550 | CONSUMERS ENERGY                   | TRAFFIC LIGHTS 1781                      | 511.82             |
| 06/13/2024 | 53551 | CONSUMERS ENERGY                   | ELMS PARKING LOT AREA LIGHTS 2300        | 47.66              |
| 06/13/2024 | 53552 | CONSUMERS ENERGY                   | STREET LIGHTS 1294                       | 4,271.68           |
| 06/13/2024 | 53553 | CONSUMERS ENERGY                   | 4524 MORRISH RD                          | 74.47              |
| 06/13/2024 | 53554 | CONSUMERS ENERGY                   | 48473 LED LIGHT RD WORCHESTER/CHESTERFIE | 5,667.38           |
| 06/13/2024 | 53555 | CONSUMERS ENERGY                   | 6425 MILLER PARK & RIDE                  | 67.49              |
| 06/13/2024 | 53556 | CONSUMERS ENERGY                   | 4125 ELMS RD PAVILION 4437               | 34.82              |
| 06/13/2024 | 53557 | CONSUMERS ENERGY                   | 4125 ELMS RD 4353                        | 50.81              |
| 06/13/2024 | 53558 | CONSUMERS ENERGY                   | 8083 CIVIC DR                            | 681.22             |
| 06/13/2024 | 53559 | DIPONIO CONTRACTING, LLC           | USDA MATER MAIN & LOCAL ROAD IMPROVEMENT | 594,562.04         |
| 06/13/2024 | 53560 | FERTILIZER DEALER SUPPLY           | PUMP DEMAND 3.6 GPM 12V 60 PSI           | 108.25             |

|            |       |                                |  |                  |
|------------|-------|--------------------------------|--|------------------|
| 06/13/2024 | 53561 | FLINT WELDING SUPPLY           | CYLINDER COMPRESSED OXYGEN               | 6.25             |
| 06/13/2024 | 53562 | GAIL JOHNSON                   | ABRAMS PARK DEPOSIT REFUND               | 200.00           |
| 06/13/2024 | 53563 | GFL ENVIRONMENTAL USA INC      | FY24 GARBAGE/RECYCLING/YARD WASTE        | 25,593.36        |
| 06/13/2024 | 53564 | GILL ROYS HARDWARE             | MARCH 2024 INVOICES LESS DISCOUNT        | 402.74           |
| 06/13/2024 | 53565 | HART INTERCIVIC INC            | (4) VDRIVES & (3) VERITY KEYS            | 420.00           |
| 06/13/2024 | 53566 | INTEGRITY BUSINESS SOLUTIONS   | (8) BLK LINERS FOR PARK TRASH BINS       | 590.32           |
| 06/13/2024 | 53567 | JAMS MEDIA LLC                 | MARCH BOR, SEWER BIDS, WEED ORD          | 2,457.05         |
| 06/13/2024 | 53568 | JAY'S SEPTIC TANK SERVICE      | PORT-A-JON RENTAL ABRAHAMS PARK 6/4 THRU | 260.00           |
|            |       |                                | PORT-A-JON RENTAL PAJITAS THEATER        | 580.00           |
|            |       |                                |  | <u>840.00</u>    |
| 06/13/2024 | 53569 | KCI                            | 2024 SUMMER TAX BILLS POSTAGE            | 985.10           |
| 06/13/2024 | 53570 | KIMBERLY LYNCH                 | SUPPLEMENTAL FINANCE 05-13-24 THRU 05-26 | 5,000.00         |
| 06/13/2024 | 53571 | KYRIE BREWER                   | ELMS RD PARK DEPOSIT                     | 200.00           |
| 06/13/2024 | 53572 | LEGACY ASSESSING SERVICES INC  | ASSESSING SERVICES ANNUAL CONTRACT OCT   | 2,751.40         |
| 06/13/2024 | 53573 | OHM ADVISORS                   | ENGINEERING SERVICES THROUHG MAY 25, 202 | 810.00           |
|            |       |                                | USDA PHASE II WATER MAIN DESIGN ENGINEER | 69,236.25        |
|            |       |                                |  | <u>70,046.25</u> |
| 06/13/2024 | 53574 | PRINTING SYSTEMS               | AV BALLOT RETURN ENVELOPES IMPRINTED 100 | 338.87           |
|            |       |                                | ELECTION SUPPLIES MASTERCARDS & VOTER ID | 109.21           |
|            |       |                                |  | <u>448.08</u>    |
| 06/13/2024 | 53575 | REGINA SMITH                   | ELMS RD PARK CANCEL RESERVATION          | 385.00           |
| 06/13/2024 | 53576 | ROWE PROFESSIONAL SERVICES CO  | 2024 BIENNIAL BRIDGE INSPECTIONS         | 900.00           |
| 06/13/2024 | 53577 | STATE OF MICHIGAN-DEPART. TREA | ESCHEATED CHECKS                         | 10,594.13        |
| 06/13/2024 | 53578 | STATE OF MICHIGAN-DEQ WTR      | DRINKING WATER LAB TESTING MAY 2024      | 48.00            |
|            |       |                                | DRINKING WATER LAB TESTING MAY 2024      | 48.00            |
|            |       |                                |  | <u>96.00</u>     |
| 06/13/2024 | 53579 | SUPER FLITE OIL CO INC         | FUEL - DPW MAY                           | 1,060.87         |
| 06/13/2024 | 53580 | SWARTZ CREEK AREA FIRE DEPT.   | 7/1-12/31/23 FIRE BUDGET JULY 2024-JUNE  | 76,507.88        |

|            |       |                                |  |                 |
|------------|-------|--------------------------------|--|-----------------|
| 06/13/2024 | 53581 | SWARTZ CREEK AREA FIRE DEPT.   | MONTHLY RUNS MAY 2024                    | 2,883.06        |
| 06/13/2024 | 53582 | USBANK                         | GENERAL OBLIGATION LIMITED TAX BOND SERI | 500.00          |
| 06/13/2024 | 53583 | VC3 INC                        | MICROSOFT BUSNS STANDARD/EXCHANGE ONLINE | 190.80          |
| 06/13/2024 | 53584 | VERIZON WIRELESS               | MONTHLY INVOICE                          | 336.64          |
| 06/13/2024 | 53585 | VERMEER OF MICHIGAN            | BLADE SHARPENING & SHIPPING              | 93.71           |
| 06/24/2024 | 53586 | UNUM LIFE INSURANCE            | RETIREE LIFE 7-1-24 THRU 7-31-24         | 31.47           |
| 06/26/2024 | 53587 | ADAM ZETTEL                    | EGLWATER TRAINING                        | 45.00           |
| 06/26/2024 | 53588 | BETTY SHANNON                  | CONTRACT REIMB RETIREE MEDICAL JANUARY T | 1,602.43        |
| 06/26/2024 | 53589 | BIDCORP.COM INC                | AUCTION SERVICES FOR MAY 2024            | 455.00          |
| 06/26/2024 | 53590 | BIO-SERV CORPORATION           | PEST CONTROL - PUBLIC SAFETY BLDG        | 69.00           |
| 06/26/2024 | 53591 | CHAD FREEMAN                   | ELMS RD PARK DEPOSIT                     | 200.00          |
| 06/26/2024 | 53592 | COMCAST BUSINESS               | CITY HALL MONTHLY INVOICE                | 42.65           |
| 06/26/2024 | 53593 | COMCAST BUSINESS               | CITY HALL MONTHLY INVOICE                | 213.15          |
| 06/26/2024 | 53594 | DAVIS KIRKSEY ASSOCIATES INC   | PROFESSIONAL SERVICES 4TH PAYMENT UNDER  | 500.00          |
|            |       |                                | PROFESSIONAL SERVICES 4TH PAYMENT        | 2,500.00        |
|            |       |                                |  | <u>3,000.00</u> |
| 06/26/2024 | 53595 | DELTA DENTAL PLAN              | RETIREE BENIFITS JULY 2024               | 521.27          |
| 06/26/2024 | 53596 | DEMETRUIS SHAMLY               | ELMS RD PARK REFUND                      | 200.00          |
| 06/26/2024 | 53597 | DORNBOS SIGN & SAFETY INC      | (2) CUSTOM CO-W12-2 36X36 HIP (2) CUSTOM | 361.42          |
| 06/26/2024 | 53598 | ENERGY REDUCTION COALITION     | EXCESS BENEFIT PAYMENT JULY 2024         | 1,149.08        |
| 06/26/2024 | 53599 | FLINT TOWNSHIP                 | SEWER MAINT CHARGES JAN-JUNE 2024        | 342.72          |
| 06/26/2024 | 53600 | FLOCK SAFETY INC               | FLOCK CAMERA AT ELMS RD PARK ENTRANCE    | 3,150.00        |
| 06/26/2024 | 53601 | FORREST M SPITZER              | TREE WORK IN THE PARK/TRIMMED 3 TREES AN | 1,080.00        |
| 06/26/2024 | 53602 | FUNTASTIC INFLATABLES          | INFLATABLE RENTAL FOR 7/12/24            | 300.00          |
| 06/26/2024 | 53603 | GEN CTY ROAD COMMISSION        | SIGNAL MILLER @ FAIRCHILD MAY 2024       | 109.28          |
|            |       |                                | S- MTCE & OPERATIONS 504 (47) MAY 2024   | 2,693.83        |
|            |       |                                |  | <u>2,803.11</u> |
| 06/26/2024 | 53604 | GENESEE CTY DRAIN COMMISSIONER | 4/24/24 THRU 5/29/24 BULK WATER- WATER   | 135,030.01      |
| 06/26/2024 | 53605 | HARRIS MEMORIAL CHURCH OF GOD  | ELMS RD PARK DEPOSIT                     | 200.00          |
| 06/26/2024 | 53606 | HODGES SUPPLY COMPANY          | REPAIRS TO SENIOR CENTER WATER SPICKET   | 61.65           |
| 06/26/2024 | 53607 | JASON BOYD                     | BOYDS LAWN & LANDSCAPING                 | 960.00          |
|            |       |                                | BOYDS LAWN & LANDSCAPING                 | 1,020.00        |
|            |       |                                | BOYDS LAWN & LANDSCAPING                 | 960.00          |

|            |       |                                     |  |           |
|------------|-------|-------------------------------------|--|-----------|
|            |       |                                     |  | 2,940.00  |
| 06/26/2024 | 53608 | JESSICA SLADE                       | ELMS RD PARK DEPOSIT                     | 200.00    |
| 06/26/2024 | 53609 | KAREN BOYD                          | ELSM RD PARK DEPOSIT FOR 6/21/24         | 200.00    |
| 06/26/2024 | 53610 | KRISTI ANDERSON                     | ELMSRD PARK REFUND                       | 200.00    |
| 06/26/2024 | 53611 | LIFETIME URGENT CARE                | DRUG SCREEN BRADLEY BREILER & KENNETH TR | 140.00    |
| 06/26/2024 | 53612 | MEGAN GLASSTETTER                   | ELMS RD PARK DEPOSIT                     | 200.00    |
| 06/26/2024 | 53613 | MICHIGAN PIPE AND VALVE             | (12) 17 OZ CANS OF CAUTION BLUE MARKING  | 120.00    |
| 06/26/2024 | 53614 | MICHIGAN RURAL WATER ASSOCIATION    | ANNUAL MEMBERSHIP 7/1/24 -6/30/25        | 940.00    |
| 06/26/2024 | 53615 | MOLLY MAID OF METAMORA LLC          | CLEANING CITY HALL JUNE 7TH & JUNE 21ST  | 372.00    |
| 06/26/2024 | 53616 | OHM ADVISORS                        | CAPPY LANE AND DON SHENK PE              | 20,605.00 |
| 06/26/2024 | 53617 | PARAGON LABORATORIES INC            | WATER SAMPLES WO SWARTZ CREEK            | 702.00    |
| 06/26/2024 | 53618 | PITNEY BOWES INC.                   | LEASING CHARGES AUG 30,2023 THRU NOV 29, | 144.12    |
| 06/26/2024 | 53619 | RENEE KRAFT                         | MILLAGE TRAVEL FOR CLERK MEETINGS        | 290.82    |
| 06/26/2024 | 53620 | RICK HOSLER                         | ELMS RD PARK REFUND                      | 200.00    |
| 06/26/2024 | 53621 | ROSS EDUCATION HOLDINGS INC         | MIKEL LEVIT CDL PROGRAM 10/3/22-10-4/22  | 1,900.00  |
| 06/26/2024 | 53622 | SAINTS OF GOD CHURCH                |  | 200.00    |
| 06/26/2024 | 53623 | SALINA GOWARD                       | ELMS RD PARK REFUND                      | 200.00    |
| 06/26/2024 | 53624 | SELF SERVE LUMBER CO.               | SENIOR CENTER SUPPLES                    | 21.16     |
| 06/26/2024 | 53625 | SIMEN FIGURA & PARKER PLC           | MONTHLY INVOICE                          | 3,084.50  |
| 06/26/2024 | 53626 | SPARTAN BARRICADING & TRAFFIC CONTR | BARRICADES                               | 2,229.80  |
| 06/26/2024 | 53627 | STAPLES                             | COPY PAPER & CARD STOCK                  | 187.06    |
| 06/26/2024 | 53628 | STATE OF MICHIGAN-DEPART. TREA      | MARIDAN TAX IN LIEU                      | 15,076.70 |
| 06/26/2024 | 53629 | SUBURBAN AUTO SUPPLY                | 3/8 HEATER HOSE                          | 74.50     |
|            |       |                                     | FUEL FILTER STREET SWEEPER               | 53.99     |
|            |       |                                     | FUEL FILTER STREET SWEEPER               | 74.99     |
|            |       |                                     | FUEL FILTER & IOL FOR #2-08 PICK UP      | 40.47     |
|            |       |                                     | AIR FILTER & OIL FILTER FOR 10-18 PIKC U | 256.93    |
|            |       |                                     |  | 500.88    |
| 06/26/2024 | 53630 | SWARTZ CREEK COMMUNITY CHURCH       | APRIL 2024 ELECTION RENTAL FEE           | 1,225.00  |
| 06/26/2024 | 53631 | TAYLOR CORPORATION                  | POSTERGUARD 1 YR RENEWAL                 | 94.99     |
|            |       |                                     | POSTERGUARD 1 YR RENEWAL                 | 94.99     |
|            |       |                                     |  | 189.98    |



|            |       |                |  |        |
|------------|-------|----------------|--|--------|
| 06/26/2024 | 53632 | TY BIGELOW     | ELMS RD PARK DEPOSIT                     | 200.00 |
| 06/26/2024 | 53633 | VISUAL EDGE IT | CONTRACT SERVICES KYOCERA 5/22/24-6/22/2 | 381.38 |

|                             |  |  |  |                     |
|-----------------------------|--|--|--|---------------------|
| GEN TOTALS:                 |  |  |  |                     |
| Total of 156 Checks:        |  |  |  | 2,759,753.15        |
| Less 2 Void Checks:         |  |  |  | 574.98              |
| Total of 154 Disbursements: |  |  |  | <u>2,759,178.17</u> |

08/12/2024 CHECK REGISTER FOR CITY OF SWARTZ CREEK  
CHECK DATE FROM 07/01/2024 - 07/31/2024

| Check Date                    | Check | Vendor Name              | Description                              | Amount          |
|-------------------------------|-------|--------------------------|--|-----------------|
| Bank GEN CONSOLIDATED ACCOUNT |       |                          |  |                 |
| 07/11/2024                    | 53634 | AMY NICHOLS              | BANK RUNS JUNE 2024                      | 17.60           |
| 07/11/2024                    | 53635 | BASIL AND CORALENE BLOSS | RETIREE MEDICAL REIMB JULY 2023-JUNE 202 | 4,236.24        |
| 07/11/2024                    | 53636 | CHASE CARD SERVICES      | MONTHLY STATEMENT FROM 5/24/24 THRU 6/18 | 1,653.71        |
| 07/11/2024                    | 53637 | CITY OF SWARTZ CREEK     | UB 8100 CIVIC DR                         | 973.18          |
|                               |       |                          | UB 8083 CIVIC DR                         | 477.01          |
|                               |       |                          | UB 8095 CIVIC DR                         | 203.04          |
|                               |       |                          | UB 8059 FORTINO                          | 284.27          |
|                               |       |                          | UB 5363 WINSHALL                         | 301.43          |
|                               |       |                          | UB 5121 MORRISH                          | 211.43          |
|                               |       |                          | UB 4125 ELMS RD                          | 394.00          |
|                               |       |                          |  | <u>2,844.36</u> |
| 07/11/2024                    | 53638 | CITY OF SWARTZ CREEK     | SUMMER 2024 TAXES 58-31-300-003 4355 ELM | 347.63          |
| 07/11/2024                    | 53639 | COFFIELD OIL COMPANY INC | FUEL                                     | 91.54           |
| 07/11/2024                    | 53640 | CONSUMERS ENERGY         | 8083 CIVIC DR                            | 688.42          |
| 07/11/2024                    | 53641 | CONSUMERS ENERGY         | 5121 MORRISH RD                          | 292.84          |
| 07/11/2024                    | 53642 | CONSUMERS ENERGY         | 9099 MILLER RD                           | 34.04           |
| 07/11/2024                    | 53643 | CONSUMERS ENERGY         | 5361 WINSHALL DR 8369                    | 31.31           |
| 07/11/2024                    | 53644 | CONSUMERS ENERGY         | 5257 WINSHALL DR                         | 29.79           |
| 07/11/2024                    | 53645 | CONSUMERS ENERGY         | 8499 MILLER RD                           | 32.16           |
| 07/11/2024                    | 53646 | CONSUMERS ENERGY         | 8059 FORTINO DR                          | 60.86           |
| 07/11/2024                    | 53647 | CONSUMERS ENERGY         | 4510 MORRISH RD                          | 38.56           |
| 07/11/2024                    | 53648 | CONSUMERS ENERGY         | 5015 HOLLAND DR LOT LIGHTS               | 36.75           |
| 07/11/2024                    | 53649 | CONSUMERS ENERGY         | 5441 WHITNEY CT PAVILLION                | 28.77           |
| 07/11/2024                    | 53650 | CONSUMERS ENERGY         | 8095 CIVIC DR                            | 660.78          |
| 07/11/2024                    | 53651 | CONSUMERS ENERGY         | 8011 MILLER RD                           | 28.77           |
| 07/11/2024                    | 53652 | CONSUMERS ENERGY         | 5361 WINSHALL DR #2 RESTRMS 9987         | 35.22           |
| 07/11/2024                    | 53653 | CONSUMERS ENERGY         | 8100 CIVIC DR                            | 999.53          |
| 07/11/2024                    | 53654 | CONSUMERS ENERGY         | 5361 WINSHALL DR NP                      | 32.58           |
| 07/11/2024                    | 53655 | CONSUMERS ENERGY         | 8301 CAPPY LN                            | 265.48          |
| 07/11/2024                    | 53656 | CONSUMERS ENERGY         | 4125 ELMS RD 4353                        | 52.89           |
| 07/11/2024                    | 53657 | CONSUMERS ENERGY         | 4125 ELMS RD PAVILION 4437               | 36.07           |

|            |       |                                     |  |                     |
|------------|-------|-------------------------------------|--|---------------------|
| 07/11/2024 | 53658 | CONSUMERS ENERGY                    | SIRENS TRAFFIC LIGHTS 1997                 | 33.56               |
| 07/11/2024 | 53659 | CONSUMERS ENERGY                    | TRAFFIC LIGHTS 1781                        | 514.12              |
| 07/11/2024 | 53660 | CONSUMERS ENERGY                    | 6425 MILLER PARK & RIDE                    | 65.95               |
| 07/11/2024 | 53661 | CONSUMERS ENERGY                    | 48473 LED LIGHT RD WORCHESTER/CHESTERFIE   | 5,825.78            |
| 07/11/2024 | 53662 | CONSUMERS ENERGY                    | 4524 MORRISH RD                            | 74.30               |
| 07/11/2024 | 53663 | CONSUMERS ENERGY                    | STREET LIGHTS 1294                         | 4,224.85            |
| 07/11/2024 | 53664 | CONSUMERS ENERGY                    | ELMS PARKING LOT AREA LIGHTS 2300          | 47.59               |
| 07/11/2024 | 53665 | DEE CRAMER                          | REPAIR SENIOR CENTER AIR CONDITIONER INSTA | 534.38              |
| 07/11/2024 | 53666 | DIPONIO CONTRACTING, LLC            | USDA MATER MAIN & LOCAL ROAD IMPROVEMENT   | 262,793.67          |
|            |       |                                     | USDA MATER MAIN & LOCAL ROAD IMPROVEMENT   | 792,355.58          |
|            |       |                                     |  | <u>1,055,149.25</u> |
| 07/11/2024 | 53667 | DLZ MICHIGAN INC                    | MS4 COMPLIANCE AND FOG PROGRAM             | 1,140.00            |
| 07/11/2024 | 53668 | FAMILY FARM AND HOME INC            | MONTHLY INVOICES JUNE                      | 497.25              |
| 07/11/2024 | 53669 | FERGUSON WATERWORKS #3386           | 5/8X3/4 T10 MTR P/C & R900 V4 WALL MIU     | 13,534.20           |
| 07/11/2024 | 53670 | FIDELITY SECURITY LIFE INSUR/EYEMED | RETIREE VISION JULY 2024                   | 47.96               |
| 07/11/2024 | 53671 | FLINT WELDING SUPPLY                | CYLINDER COMPRESSED OXYGEN                 | 6.25                |
| 07/11/2024 | 53672 | GFL ENVIRONMENTAL USA INC           | FY24 GARBAGE/RECYCLING/YARD WASTE          | 25,593.36           |
| 07/11/2024 | 53673 | GILL ROYS HARDWARE                  | JUNE 2024 INVOICES LESS DISCOUNT           | 360.42              |
| 07/11/2024 | 53674 | INTEGRITY BUSINESS SOLUTIONS        | (2) CASES KITCHEN TOWELS FOR DPW GARAGE    | 79.98               |
| 07/11/2024 | 53675 | JAMS MEDIA LLC                      | ELMS PARK BIDS, FOG BIDS,                  | 219.50              |
| 07/11/2024 | 53676 | JANELLE PEELER                      | JANELLE PEELER REFUND DEPOST ELMS RD PAR   | 200.00              |
| 07/11/2024 | 53677 | JASON BOYD                          | BOYDS LAWN & LANDSCAPING 6/28/24           | 1,020.00            |
|            |       |                                     | BOYDS LAWN & LANDSCAPING 7/5/24            | 960.00              |
|            |       |                                     | BOYDS LAWN & LANDSCAPING 7/10/24           | 960.00              |
|            |       |                                     |  | <u>2,940.00</u>     |
| 07/11/2024 | 53678 | JAY SCHULTZ                         | JAY SCHULTZ REFUND DEPOSIT ELMS RD PARK    | 200.00              |
| 07/11/2024 | 53679 | JAY'S SEPTIC TANK SERVICE           | PORT-A-JON RENTAL PAJITAS THEATER 7-9-24   | 290.00              |
|            |       |                                     | PORT-A-JON RENTAL ABRAMS PARK THRU 7-2-2   | 260.00              |
|            |       |                                     | PORT-A-JON RENTAL ELMS RD PARK 6/28/24     | 540.00              |
|            |       |                                     |  | <u>1,090.00</u>     |
| 07/11/2024 | 53680 | KARA VINES                          | KARA VINES DEPOSIT REFUND ELMS RD PARK     | 200.00              |

|            |       |                                     |   |                  |
|------------|-------|-------------------------------------|---|------------------|
| 07/11/2024 | 53681 | KCI                                 | SUMMER 2024 TAX BILLS/POSTAGE BALANCE     | 453.36           |
|            |       |                                     | UB BILLS/POSTAGE JUNE 2024                | 502.61           |
|            |       |                                     |   | <u>955.97</u>    |
| 07/11/2024 | 53682 | KIMBERLY LYNCH                      | SUPPLEMENTAL FINANCE 6/10/24 THRU 6/30/24 | 3,750.00         |
|            |       |                                     | SUPPLEMENTAL FINANCE 7/1/24 THRU 7/7/24   | 1,500.00         |
|            |       |                                     |   | <u>5,250.00</u>  |
| 07/11/2024 | 53683 | LEGACY ASSESSING SERVICES INC       | ASSESSING SERVICES ANNUAL CONTRACT OCT    | 2,751.40         |
| 07/11/2024 | 53684 | LIFETIME URGENT CARE                | DRUG SCREEN JOSEPH CLARK & ALEX WISER     | 120.00           |
| 07/11/2024 | 53685 | METRO POLICE AUTH OF GENESEE COUNTY | MAY 2024 ORD. FEES                        | 2,461.80         |
| 07/11/2024 | 53686 | MICHIGAN FENCE CO INC               | MAINTENANCE ABRAMS PARK TOT LOT AREA      | 24.38            |
| 07/11/2024 | 53687 | OHM ADVISORS                        | WINCHESTER WOODS SUBDIVISION IMPROVEMEN   | 46,495.75        |
|            |       |                                     | USDA PHASE II WATER MAIN ENGINEERING SER  | 44,645.50        |
|            |       |                                     |   | <u>91,141.25</u> |
| 07/11/2024 | 53688 | OHM ADVISORS                        | WINCHESTER VILAGE LOCAL RD IMPROVEMENTS   | 98,782.00        |
| 07/11/2024 | 53689 | PITNEY BOWES INC.                   | JUNE STATEMENT                            | 79.54            |
| 07/11/2024 | 53690 | PLANTE & MORAN PLLC                 | EDUCATIONAL PROGRAMMING & GENERAL FINANC  | 1,500.00         |
| 07/11/2024 | 53691 | PPSMG URGENT MEDICAL CARE PLLC      | REBECCA BOSAS MDOT PHYSICAL FOR CDL       | 150.00           |
| 07/11/2024 | 53692 | PRINTING SYSTEMS                    | ELECTION SUPPLIES PRECIENT KITS & EARLY   | 280.84           |
| 07/11/2024 | 53693 | RODNEY COLE                         | REPAIR EXHAUST RESONATER & PIPE 2016 FOR  | 280.10           |
| 07/11/2024 | 53694 | SAMANTHA FOUNTAIN                   | REIMB FOR ECOMONIC DEVELOPMENT FOR FACEB  | 19.89            |
| 07/11/2024 | 53695 | SHARRON HENRY                       | SHARRON HENRY REFUND DEPOSIT ELMS RD PAR  | 200.00           |
| 07/11/2024 | 53696 | SHIRT TRAVELER                      | DOMAIN NAME & PROTECTION OF DOWNTOWN SW   | 269.86           |
| 07/11/2024 | 53697 | STEVEN SCHNIERS                     | BALLOON MAN FOR MOVIE NIGHT 7-28-23       | 200.00           |
| 07/11/2024 | 53698 | SUBURBAN AUTO SUPPLY                | TRAILER PLUG FOR WOODCHIPPER              | 5.99             |
| 07/11/2024 | 53699 | SWARTZ CREEK AREA FIRE DEPT.        | MONTHLY RUNS JUNE 2024                    | 3,621.00         |
| 07/11/2024 | 53700 | T MOBILE USA INC                    | DPW PHONES & ONE OFFICE PHONE MAY THRU J  | 328.38           |
| 07/11/2024 | 53701 | TOUCH OF NATURE INC                 | CITY FLOWERS                              | 5,430.70         |
| 07/11/2024 | 53702 | VC3 INC                             | MICROSOFT BUSNS STANDARD/EXCHANGE ONLINE  | 190.80           |
| 07/11/2024 | 53703 | VERMEER OF MICHIGAN                 | BLADE SHARPENING                          | 138.05           |
| 07/11/2024 | 53704 | VISUAL EDGE IT                      | VISUAL EDGE INVOICE 6-22-24 THRU 6-30-24  | 75.28            |

|            |       |                                |  |            |
|------------|-------|--------------------------------|--|------------|
|            |       |                                | VISUAL EDGE SERVICE THRU 7-1-24 THRU 7-2 | 207.10     |
|            |       |                                |  | 282.38     |
| 07/11/2024 | 53705 | WOODS COLLISION                | 2022 GMC SIERRA 2500 REPAIRS             | 3,457.77   |
| 07/18/2024 | 53706 | ADS PLUS PRINTING LLC          | SUMMER NEWS LETTERS                      | 836.99     |
| 07/25/2024 | 53707 | ADS PLUS PRINTING LLC          | 2024 SUMMER NEWS LETTERS                 | 1,422.85   |
| 07/25/2024 | 53708 | APEX SOFTWARE                  | ANNUAL MAINT 8/1/24-8/1/25               | 260.00     |
| 07/25/2024 | 53709 | MACQUEEN EQUIPMENT LLC         | STREET SWEEPER REPAIRS & MAINT.          | 591.00     |
| 07/25/2024 | 53710 | ALEXANDRIA DANIELLE BINGHAM    | BASIC ELECTION TRAINING CLASS, EPB CLASS | 700.00     |
| 07/25/2024 | 53711 | JASON BOYD                     | BOYDS LAWN & LANDSCAPING                 | 960.00     |
|            |       |                                | BOYDS LAWN & LANDSCAPING                 | 960.00     |
|            |       |                                |  | 1,920.00   |
| 07/25/2024 | 53712 | BP SURFACE SOLUTIONS LLC       | CDBG SIEWALK INFILL SCHOOL, MACLAIN ST,  | 17,500.00  |
| 07/25/2024 | 53713 | BS & A SOFTWARE                | PERMIT APPLICATIONS, BUIDLING SYSTEM 8/1 | 1,819.00   |
| 07/25/2024 | 53714 | CHARTER TOWNSHIP OF MUNDY      | JOINT INSP & PERMIT FEES MARCH           | 5,747.89   |
| 07/25/2024 | 53715 | CHARTER TOWNSHIP OF MUNDY      | ECONOMIC DEV SVS APRIL -JUNE 2024        | 8,144.94   |
| 07/25/2024 | 53716 | CITY OF SWARTZ CREEK           | PETTY CASH 4/23/24 -6/30/24              | 124.62     |
|            |       |                                | PETTY CASH 7/1/24- 7/17/24               | 9.68       |
|            |       |                                |  | 134.30     |
| 07/25/2024 | 53717 | COMCAST BUSINESS               | CITY HALL MONTHLY INVOICE                | 265.80     |
| 07/25/2024 | 53718 | DELTA DENTAL PLAN              | RETIREE BENIFITS AUGUST 2024             | 428.58     |
| 07/25/2024 | 53719 | ENERGY REDUCTION COALITION     | EXCESS BENEFIT PAYMENT AUGUST 2024       | 1,149.08   |
| 07/25/2024 | 53720 | FICK LANDSCAPE SUPPLIES LLC    | MULCH ELMS PARK (5) & BY SWARTZ CREEK C  | 215.00     |
|            |       |                                | 3YD COCO MULCH, 5 YD MASON STONE & TOP S | 351.00     |
|            |       |                                | 2 YDS MASON STONE                        | 72.00      |
|            |       |                                |  | 638.00     |
| 07/25/2024 | 53721 | GENESEE COUNTY                 | PICTOMETRY COST SHARE                    | 739.66     |
| 07/25/2024 | 53722 | GENESEE CTY DRAIN COMMISSIONER | MAY 29,2024 TO JUNE 26,2024 JUNE BULK W  | 121,462.71 |
| 07/25/2024 | 53723 | GENESEE CTY DRAIN COMMISSIONER | SEWER -04/01/24 TO 6/30/24 5,174.228 CF  | 181,158.58 |
| 07/25/2024 | 53724 | NATHAN HENRY                   | MILEAGE, MEALS N. HENRY 3/7/24 -6/26/24  | 220.71     |

|            |       |                                     |  |                   |
|------------|-------|-------------------------------------|--|-------------------|
| 07/25/2024 | 53725 | J W MORGAN CONSTRUCTION LLC         | ELMS PARK PAVILION THREE REHABILITATION  | 10,120.00         |
| 07/25/2024 | 53726 | KIRBY BUILT PRODUCTS. LLC           | 25 GARBAGE CANS FOR ELMS RD PARK & (2) B | 18,733.19         |
| 07/25/2024 | 53727 | METRO POLICE AUTH OF GENESEE COUNTY | POLICE SERVICES 7/1/24-9/30/24           | 319,698.75        |
|            |       |                                     | OPEB REIMB APRIL-JUNE 2024 SZMANSKY&STOR | 2,115.36          |
|            |       |                                     | JULY 2024 ORD. FEES                      | 1,471.80          |
|            |       |                                     |  | <u>323,285.91</u> |
| 07/25/2024 | 53728 | AMY NICHOLS                         | TRAINING IN OKEMOS                       | 74.64             |
| 07/25/2024 | 53729 | OHM ADVISORS                        | PROFESSIONAL SERVICES RENDERED THROUGH J | 1,332.00          |
|            |       |                                     | SAFE ROUTES TO SCHOOL CE SERVIES RENDERE | 398.15            |
|            |       |                                     | CAPPY LN & DON SHENK PE THROUGH JUNE 30  | 9,182.00          |
|            |       |                                     |  | <u>10,912.15</u>  |
| 07/25/2024 | 53730 | PARAGON LABORATORIES INC            | WATER SAMPLES WO SWARTZ CREEK 7/3/24     | 642.00            |
| 07/25/2024 | 53731 | PITNEY BOWES INC.                   | RED INK CTG 3                            | 182.58            |
| 07/25/2024 | 53732 | PITNEY BOWES INC.                   | JULY STATEMENT                           | 1,064.57          |
| 07/25/2024 | 53733 | REBECCA PARIS                       | ELMS RD PARK REFUND                      | 200.00            |
| 07/25/2024 | 53734 | RESTORATION BETHAL MINISTRIES       | ELMS RD PARK REFUND                      | 200.00            |
| 07/25/2024 | 53735 | PATRICE CURTIS                      | ELMS RD PARK REFUND                      | 200.00            |
| 07/25/2024 | 53736 | TERAE KING JR                       | ELMS RD PARK REFUND                      | 200.00            |
| 07/25/2024 | 53737 | LADONYA ANDERSON                    | ELMS RD PARK REFUND                      | 200.00            |
| 07/25/2024 | 53738 | ERICA WILSON                        | ELMS RD PARK REFUND                      | 200.00            |
| 07/25/2024 | 53739 | MARK NORRIS                         | ELMS RD PARK REFUND                      | 200.00            |
| 07/25/2024 | 53740 | JOHN HARVEY                         | ELMS RD PARK REFUND                      | 200.00            |
| 07/25/2024 | 53741 | IANA HARRINGTON                     | ELMS RD PARK REFUND                      | 200.00            |
| 07/25/2024 | 53742 | FELCIA BRADFORD                     | ELMS RD PARK REFUND                      | 200.00            |
| 07/25/2024 | 53743 | RICHARD D BELL                      | ELMS RD PARK REFUND                      | 200.00            |
| 07/25/2024 | 53744 | FREDRICK ELSTON                     | ABRAMS PARK RESERVATION CANCELATION      | 230.00            |
| 07/25/2024 | 53745 | DEBBY HARRIS                        | ELMS RD PARK REFUND                      | 200.00            |
| 07/25/2024 | 53746 | RICHRD HUNT                         | ELMS PARK REFUND FOR CANCELLATION        | 425.00            |
| 07/25/2024 | 53747 | JOHNNIE RUTH WILSON                 | ELMS RD PARK REFUND                      | 200.00            |
| 07/25/2024 | 53748 | BIO-SERV CORPORATION                | PEST CONTROL - PUBLIC SAFETY BLDG        | 69.00             |
|            |       |                                     | PEST CONTROL - CITY HALL/LIBRARY-SR CTR  | 148.00            |
|            |       |                                     |  | <u>217.00</u>     |

|                             |       |                            |  |                     |
|-----------------------------|-------|----------------------------|--|---------------------|
| 07/25/2024                  | 53749 | SELF SERVE LUMBER CO.      | TREATED LUMBER LUMBER FOR ELMS PARK BENC | 27.45               |
|                             |       |                            | TREATED LUMBER FOR ELMS BENCHES          | 13.98               |
|                             |       |                            |  | <u>41.43</u>        |
| 07/25/2024                  | 53750 | SIMEN FIGURA & PARKER PLC  | MONTHLY INVOICE JUNE 2024                | 2,895.45            |
| 07/25/2024                  | 53751 | STATE OF MICHIGAN-DEQ WTR  | DRINKING WATER LAB TESTING JUNE 2024     | 48.00               |
|                             |       |                            | DRINKING WATER LAB TESTING JUNE 2024 TES | 48.00               |
|                             |       |                            |  | <u>96.00</u>        |
| 07/25/2024                  | 53752 | STEVEN SCHNIERS            | BALLOON MAN FOR MOVIE NIGHT 7-/26/24     | 200.00              |
| 07/25/2024                  | 53753 | SUPER FLITE OIL CO INC     | FUEL - DPW JUNE 2024                     | 1,130.46            |
| 07/25/2024                  | 53754 | SWARTZ CREEK HOMETOWN DAYS | DONATION FOR VOLUNTERES ON 7/12 MOVIE NI | 200.00              |
| 07/25/2024                  | 53755 | T.G. PRIEHS LLC            | WINCHESTER WOODS SUB IMPROVEMENTS NUMBER | 94,815.30           |
| 07/25/2024                  | 53756 | VC3 INC                    | SERVICE CONTRACT BUNDLE JULY 2024-JUNE 2 | 10,540.92           |
| 07/25/2024                  | 53757 | VERIZON WIRELESS           | MONTHLY INVOICE JUNE 2, 2024- JULY 1 202 | 336.59              |
| 07/29/2024                  | 51(E) | UNUM LIFE INSURANCE        | LIFE INSURANCE LIFE AUGUST 2024          | 266.40              |
|                             |       |                            | RETIREE LIFE 7-1-24 THRU 7-31-24         | 244.20              |
|                             |       |                            |  | <u>510.60</u>       |
| 07/29/2024                  | 53758 | SHILA KIANDER              | SHILA KIANDER DONATION FOR ASSESSING CLA | 40.00               |
| GEN TOTALS:                 |       |                            |  |                     |
| Total of 126 Checks:        |       |                            |  | 2,167,510.58        |
| Less 0 Void Checks:         |       |                            |  | 0.00                |
| Total of 126 Disbursements: |       |                            |  | <u>2,167,510.58</u> |

| JULY 2024                        | Beginning Mileage | Ending Mileage | Miles Driven | Gallons Gas Purchased | Gallons Diesel Purchased |
|----------------------------------|-------------------|----------------|--------------|-----------------------|--------------------------|
| #7-15 4WD P/U gas                | 55418             | 55895          | 477          | 52.3                  |                          |
| #2-08 4WD P/U gas                | 78523             | 78712          | 0            | 21.6                  |                          |
| #7-22 4 WD P/U gas               | 11903             | 12918          | 1015         | 104.2                 |                          |
| #12-02 DUMP diesel               | 35469             |                |              |                       |                          |
| #21 WOOD CHIPPER diesel          | 2428              | 2475           | 0            |                       | 61                       |
| #9-07 STREET SWEEPER diesel      | 19986             | 20137          | 0            |                       | 120                      |
| #5-18 KUBOTA (hours)             | 1000              |                | 0            |                       |                          |
| #1-20 4WD P/U diesel             | 6557              | 7053           | 496          |                       | 59                       |
| #3-08 4WD P/U gas                | 88347             | 88812          | 465          | 47.2                  |                          |
| #10-18 4WD P/U diesel            | 38104             | 38782          | 678          |                       | 48.8                     |
| #8-22 CASE BACKHOE               |                   |                | 0            |                       | 28                       |
| #6-16 2WD P/U gas                | 86546             | 86775          | 229          | 22                    |                          |
| #6-00 BACKHOE diesel             |                   |                | 0            |                       |                          |
| #1-22 DUMP                       | 6129.7            |                | 0            |                       |                          |
| #12-04 DUMP diesel               | 41889             |                | 0            |                       |                          |
| #12-99 GENERATOR gas             |                   |                | 0            |                       |                          |
| #17 CASE BACKHOE diesel          |                   |                | 0            |                       |                          |
| #19 JD TRACTOR diesel            |                   |                | 0            |                       | 14                       |
| #9-22 PATCHER                    |                   |                | 0            |                       |                          |
| #37 TRAIL ARROW                  |                   |                | 0            |                       |                          |
| #10-15 GEN gas                   | 78949             |                | 0            | 28                    |                          |
| #11-23 Big Plow Truck<br>gas can |                   |                |              |                       |                          |
|                                  |                   |                |              |                       |                          |
| <b>TOTAL</b>                     |                   |                | <b>3360</b>  | <b>275.3</b>          | <b>330.8</b>             |
|                                  |                   |                |              |                       |                          |
|                                  |                   |                |              |                       |                          |



**SWARTZ CREEK AREA FIRE DEPT:2025  
BUDGET-DRAFT**

| ACCT # |   | 22 BUDGET    | 22 ACTUAL    | 23 BUDGET    | 23 ACTUAL      | 24 BUDGET    | 25 BUDGET    | DEFINITION   |
|--------|---|--------------|--------------|--------------|----------------|--------------|--------------|--|
|        | <b>REVENUES:</b>                          |              |              |              |                |              |              |  |
| 3528   | Other Federal Grants                      |              |              |              |                |              |              |  |
| 3582   | Contributions-Operating                   | \$326,329.00 | \$334,662.14 | \$348,127.90 | \$599,594.83   | \$399,031.50 | \$371,097.00 | Estimated Operating Contributions                                  |
| 3583   | Contributions-Equipment                   |              | \$151,056.94 |              | \$683,217.00   |              |              | Estimated Equipment Contributions-combined with 3582               |
| 3628   | Misc. Income (Sundry)                     | \$0.00       | \$1,185.00   |              | \$449.23       | \$0.00       | \$0.00       | Miscellaneous Income   |
| 3630   | Grant Income                              | \$0.00       |              |              | \$3,450.00     | \$0.00       | \$0.00       | Grant Income   |
| 3664   | Interest Income                           |              |              |              | \$1,550.00     | \$0.00       |              | Interest from Deposits   |
| 3673   | Sale of Fixed Assests                     |              | \$50,150.00  |              |                |              |              | Sale of Miscellaneous Used Items                                   |
|        | <b>TOTAL REVENUES</b>                     | \$326,329.00 | \$537,054.08 | \$348,127.90 | \$1,288,261.06 | \$399,031.50 | \$371,097.00 |  |
|        | <b>EXPENSES</b>                           |              |              |              |                |              |              |  |
| 4703   | Social Security                           | 12,337.00    | 12,391.03    | 13,606.90    | 12,725.40      | 13,484.50    | 13,561.00    | Social Security - .0145%, FICA - .062%                             |
| 4704.1 | Salaries - Chief                          | 33,000.00    | 31,500.00    | 31,500.00    | 31,500.00      | 31,500.00    | 31,500.00    | Chief  |
| 4704.2 | Salaries - Staff                          | 10,000.00    | 4,653.37     | 12,000.00    | 6,975.00       | 10,400.00    | 10,400.00    | Accounting Specialist & Clerical                                   |
| 4705   | Salaries - Maintenance                    | 21,800.00    | 23,189.85    | 22,900.00    | 17,736.73      | 22,900.00    | 23,900.00    | Maint., Qtr. Master, Train. Officer, FF Labor, Pump Testing        |
| 4706   | Salaries - Officers                       | 18,468.00    | 16,175.06    | 18,468.00    | 12,758.00      | 18,468.00    | 18,468.00    | 1 Asst. Chief, 1 Batt. Chief, 2 Capt., 4 Lieut.2 Sgt.              |
| 4707   | Salaries - Firefighters                   | 78,000.00    | 86,456.91    | 93,000.00    | 98,064.77      | 93,000.00    | 93,000.00    | Est. Fire Run/Training Payment for Firefighters                    |
| 4708   | Deferred/Direct Response Comp.            | 2,556.00     | 2,882.50     | 3,015.00     | 2,331.52       | 3,015.00     | 3,015.00     | Deferred Comp. Employer Paid                                       |
| 4709   | Medical - Firefighters                    | 8,408.00     | 7,864.00     | 7,408.00     | 7,630.00       | 8,408.00     | 9,408.00     | Physicals, Hept. - B Shots   |
| 4710   | Unemployment Payments                     | 800.00       | -            | 500.00       | -              | 500.00       | 500.00       | Unemployment Payments  |
| 4715   | Unforseen Fees                            |              |              |              |                |              |              |  |
| 4727   | Office Supplies                           | 1,850.00     | 1,849.74     | 1,850.00     | 2,146.53       | 1,950.00     | 2,350.00     | Clerical Supplies,Postage,Shipping                                 |
| 4728   | Building Supplies/Maint                   | 2,120.00     | 1,285.61     | 2,890.00     | 2,751.16       | 3,740.00     | 4,340.00     | Utility Paper, Cleaning Supplies, Light Bulbs, Keys                |
| 4741   | Equip/Oper. supplies                      | 7,100.00     | 16,874.87    | 14,400.00    | 7,375.55       | 14,400.00    | 12,500.00    | Small tool, Batteries, Fuel, Filters etc...                        |
| 4801   | Contract Services                         | 10,200.00    | 6,907.57     | 8,700.00     | 7,364.21       | 8,625.00     | 9,800.00     | Audit,Legal,Cleaning,Advertising,Copier Maint. Agree.,Photos       |
| 4850   | Communications                            | 5,520.00     | 5,186.13     | 5,720.00     | 4,187.13       | 5,720.00     | 6,800.00     | Telephone/Internet Service   |
| 4910   | Insurance                                 | 24,900.00    | 24,009.00    | 24,900.00    | 29,222.00      | 28,200.00    | 26,700.00    | Fleet, Liability, Workers' Comp.                                   |
| 4920   | Utilities                                 | 19,500.00    | 18,038.49    | 21,000.00    | 16,816.23      | 21,500.00    | 18,100.00    | Gas/Electric, Water/Sewer  |
| 4960   | Education & Training                      | 11,650.00    | 3,374.19     | 11,650.00    | 6,770.54       | 12,501.00    | 14,575.00    | Dues, Classes/Materials, Prevention Materials,Subscriptions        |
| 4970   | Office Equipment                          | 750.00       | 62.96        | 1,000.00     | 793.70         | 1,000.00     | 1,000.00     | Office Equipment   |
| 4976   | Fire Equipment                            | 26,300.00    | 24,008.39    | 20,400.00    | 24,008.39      | 69,400.00    | 23,150.00    | Gear,Suppression Equip.Pagers,Radios                               |
| 4978   | Fire Equip-Maint./Repair/Upgrades         | 27,230.00    | 32,619.15    | 29,380.00    | 36,139.07      | 23,980.00    | 38,530.00    | Maint. Agree., Repair & Upgrades of Fire Equipment                 |
| 4984   | Computer Hardware/Repair                  | 1,800.00     | 1,653.62     | 1,800.00     | 1,701.65       | 1,800.00     | 1,800.00     | Computer Hardware & Hardware Repair                                |
| 4988   | Computer Software/Upgrade                 | 2,040.00     | 4,444.71     | 2,040.00     | 5,645.00       | 4,540.00     | 7,700.00     | Computer Software, Software Upgrades, Train. Matls.                |
|        | <b>Sub-total Expenses</b>                 | 326,329.00   | 325,427.15   | 348,127.90   | 334,642.58     | 399,031.50   | 371,097.00   | <b>3.1% increase, 7.8% less than 2024</b>                          |
| 4981   | Apparatus                                 | 120,000.00   | \$195,692.64 |              | \$683,217.00   |              |              | <b>6.2% above 2023! (3.1% per year 2023-2024 and 2024 to 2025)</b> |
|        | <b>Total Expenses</b>                     | 446,329.00   | 521,119.79   | 348,127.90   | 1,017,859.58   | 399,031.50   | 371,097.00   |  |
|        | <b>Net Income (Loss)</b>                  | \$0.00       | \$15,934.29  | \$0.00       | \$270,401.48   | (\$0.00)     | \$0.00       |  |
|        | <b>Fund balance beginning of the year</b> | \$0.00       | \$0.00       | \$0.00       | \$0.00         | \$0.00       | \$0.00       |  |
|        | <b>Fund balance end of the year</b>       | \$0.00       | \$15,934.29  | \$0.00       | \$270,401.48   | (\$0.00)     | \$0.00       |  |

SWARTZ CREEK AREA FIRE DEPARTMENT  
2025 BUDGET DRAFT

| 2025 BUDGET BREAKDOWN :                                  |  |                                |              |        |                    |                    |                   |
|--|--|--------------------------------|--------------|--------|--------------------|--------------------|-------------------|
| Account  |  |                                |              |        | 2024               | 2025               | Change            |
| <b>4703 Social Security</b>                              |  |                                |              |        | <b>13,484.50</b>   | <b>13,561.00</b>   | <b>76.50</b>      |
|  | 2022 Actual  |                                | 12,391.03    |        |                    |                    |                   |
|  | 2023 Actual  |                                | 12,725.40    |        |                    |                    |                   |
|  | Chief Salary   |                                |              |        | \$31,500.00        | \$31,500.00        | \$0.00            |
|  | Acct & Clerical Wage                                 |                                |              |        | \$10,400.00        | \$10,400.00        | \$0.00            |
|  | Officers   |                                |              |        | \$18,468.00        | \$18,468.00        | \$0.00            |
|  | Main/Train   |                                |              |        | \$22,900.00        | \$23,900.00        | \$1,000.00        |
|  | Firefighters   |                                |              |        | \$93,000.00        | \$93,000.00        | \$0.00            |
|  |  | TOTAL                          | \$177,268.00 | 0.0765 | <u>\$13,484.50</u> | <u>\$13,561.00</u> | <u>\$76.50</u>    |
| <b>4704.1 Chief Salary</b>                               |  |                                |              |        | <b>\$31,500.00</b> | <b>\$31,500.00</b> | <b>\$0.00</b>     |
|  | 2022 Actual  |                                | 31,500.00    |        |                    |                    |                   |
|  | 2023 Actual  |                                | 31,500.00    |        |                    |                    |                   |
|  | Chief's Salary                                       |                                |              |        | \$31,500.00        | \$31,500.00        | \$0.00            |
| <b>4704.2 Accounting Specialist &amp; Clerical Wages</b> |  |                                |              |        | <b>\$10,400.00</b> | <b>\$10,400.00</b> | <b>0.00</b>       |
|  | 2022 Actual  |                                | 4,653.37     |        |                    |                    |                   |
|  | 2023 Actual  |                                | 6,975.00     |        |                    |                    |                   |
|  | Accting Specialist Wage (\$20 hr, avg 10 hrs a week) |                                |              |        | \$10,400.00        | \$10,400.00        | \$0.00            |
|  |  | TOTAL                          |              |        | <u>\$10,400.00</u> | <u>\$10,400.00</u> | <u>\$0.00</u>     |
| <b>4705 Maint. &amp; Train. Wages</b>                    |  |                                |              |        | <b>\$22,900.00</b> | <b>\$23,900.00</b> | <b>\$1,000.00</b> |
|  | 2022 Actual  |                                | \$23,189.85  |        |                    |                    |                   |
|  | 2023 Actual  |                                | \$17,736.73  |        |                    |                    |                   |
|  | Quarter Master Duties                                | \$200/mth                      |              |        | \$2,400.00         | \$2,400.00         | \$0.00            |
|  | Training Duties                                      | \$200/mth                      |              |        | \$2,400.00         | \$2,400.00         | \$0.00            |
|  | Assit Quarter Master Duties                          | \$100/mth                      |              |        | \$1,200.00         | \$1,200.00         | \$0.00            |
|  | IT Specialist  | \$100/mth                      |              |        | \$1,200.00         | \$1,200.00         | \$0.00            |
|  | Fire Prevention Duties                               | \$100/mth                      |              |        | \$1,200.00         | \$1,200.00         | \$0.00            |
|  | Firefighter Labor:                                   |                                |              |        |                    |                    |                   |
|  | Hall/Apparatus Duties                                | Normal Firefighter hourly rate |              |        | \$8,500.00         | \$10,500.00        | \$2,000.00        |
|  | Flow Testing/SCBA Tech Maint                         | Normal Firefighter hourly rate |              |        | \$2,000.00         | \$2,000.00         | \$0.00            |
|  | Mechanic Maintenance Duties                          | Normal Firefighter hourly rate |              |        | \$4,000.00         | \$3,000.00         | -\$1,000.00       |
|  |  | TOTAL                          |              |        | <u>\$22,900.00</u> | <u>\$23,900.00</u> | <u>\$1,000.00</u> |
| <b>4706 Officer Salary</b>                               |  |                                |              |        | <b>\$18,468.00</b> | <b>\$18,468.00</b> | <b>\$0.00</b>     |
|  | 2022 Actual  |                                | 16,175.06    |        |                    |                    |                   |
|  | 2023 Actual  |                                | 12,758.00    |        |                    |                    |                   |
|  | Asst. Chief (1)                                      | 250/mth                        |              |        | \$3,000.00         | \$3,000.00         | \$0.00            |
|  | Batt. Chief (1)                                      | 187/mth                        |              |        | \$2,244.00         | \$2,244.00         | \$0.00            |
|  | Captain (2) -\$167ea                                 | 334/mth                        |              |        | \$4,008.00         | \$4,008.00         | \$0.00            |
|  | Lieutenant (4) -\$142ea                              | 568/mth                        |              |        | \$6,816.00         | \$6,816.00         | \$0.00            |
|  | Sergeant (2) -\$100ea                                | \$200/mth                      |              |        | \$2,400.00         | \$2,400.00         | \$0.00            |
|  |  | TOTAL                          |              |        | <u>\$18,468.00</u> | <u>\$18,468.00</u> | <u>\$0.00</u>     |

SWARTZ CREEK AREA FIRE DEPARTMENT  
2025 BUDGET DRAFT

|             |   |  |   |                  |                    |                    |                   |
|-------------|---|--|---|------------------|--------------------|--------------------|-------------------|
| <b>4707</b> | <b>Firefighter Wages</b>  |  |   |                  | <b>\$93,000.00</b> | <b>\$93,000.00</b> | \$0.00            |
|             | 2022 Actual   |  | 86,456.91                               | * \$26,000 Grant |                    |                    |                   |
|             | 2023 Actual   |  | 98,064.77                               |                  |                    |                    |                   |
|             | <b>FIREFIGHTER (2021 Raise)</b>   |  |   |                  |                    |                    |                   |
|             | Probation I   |  |   |                  | \$12.50            | \$12.50            | \$0.00            |
|             | Probation II  |  |   |                  | \$13.25            | \$13.25            | \$0.00            |
|             | FFI   |  |   |                  | \$14.00            | \$14.00            | \$0.00            |
|             | FFII  |  |   |                  | \$17.00            | \$17.00            | \$0.00            |
|             | Officer I   |  |   |                  | \$19.00            | \$19.00            | \$0.00            |
|             | Officer II  |  |   |                  | \$20.00            | \$20.00            | \$0.00            |
|             | Officer III   |  |   |                  | \$22.00            | \$22.00            | \$0.00            |
|             | Medical   |  |   |                  | \$1.00             | \$1.00             | \$0.00            |
|             | Tenure  |  | +.50 for 3yrs; 5yrs & 5 year increments |                  |                    |                    |                   |
|             | Pump Operator   |  |   |                  | \$0.50             | \$0.50             | \$0.00            |
|             | <b>4708 Deferred Compensation</b>   |  |   |                  | <b>\$3,015.00</b>  | <b>\$3,015.00</b>  | <b>\$0.00</b>     |
|             | 2022 Actual   |  | 2,882.50                                |                  |                    |                    |                   |
|             | 2023 Actual   |  | 2,331.52                                |                  |                    |                    |                   |
|             | Firefighters: flat rate, \$52 per yr X18 FF                                 |  |   |                  | \$936.00           | \$936.00           | \$0.00            |
|             | Firefighters: \$1.50 per run x 18 FF X 60 runs (includes alarms & training) |  |   |                  | \$2,079.00         | \$2,079.00         | \$0.00            |
|             | TOTAL   |  |   |                  | <u>\$3,015.00</u>  | <u>\$3,015.00</u>  | <u>\$0.00</u>     |
|             | <b>4709 Medical Expense</b>   |  |   |                  | <b>\$8,408.00</b>  | <b>\$9,408.00</b>  | <b>\$1,000.00</b> |
|             | 2022 Actual   |  | 7,864.00                                |                  |                    |                    |                   |
|             | 2023 Actual   |  | 7,630.00                                |                  |                    |                    |                   |
|             | FF Physicals  |  |   |                  | \$8,000.00         | \$9,000.00         | \$1,000.00        |
|             | Hept B injections 3 shots @ \$68(x2)  |  |   |                  | \$408.00           | \$408.00           | \$0.00            |
|             | TOTAL   |  |   |                  | <u>\$8,408.00</u>  | <u>\$9,408.00</u>  | <u>\$1,000.00</u> |
|             | <b>4710 Unemployment Payments</b>   |  |   |                  | <b>\$500.00</b>    | <b>\$500.00</b>    | <b>\$0.00</b>     |
|             | 2022 Actual   |  | -                                       |                  |                    |                    |                   |
|             | 2023 Actual   |  | -                                       |                  |                    |                    |                   |
|             | Unemployment Payments   |  |   |                  | \$500.00           | \$500.00           | <b>\$0.00</b>     |
|             | TOTAL   |  |   |                  | <u>\$500.00</u>    | <u>\$500.00</u>    | <u>\$0.00</u>     |
|             |   |  |   |                  |                    |                    | \$0.00            |

SWARTZ CREEK AREA FIRE DEPARTMENT  
2025 BUDGET DRAFT

|                                |   |       |           |  |                    |                    |                   |
|--------------------------------|---|-------|-----------|--|--------------------|--------------------|-------------------|
| <b>4727 Office Supplies</b>    |   |       |           |  | <b>\$1,950.00</b>  | <b>\$2,350.00</b>  | \$400.00          |
|                                | 2022 Actual                               |       | 1,849.74  |  |                    |                    |                   |
|                                | 2023 Actual                               |       | 2,146.53  |  |                    |                    |                   |
|                                |   |       |           |  |                    |                    | \$0.00            |
|                                | Supplies (forms, envelopes, pens, etc...) |       |           |  | \$600.00           | \$700.00           | <b>\$100.00</b>   |
|                                | Postage (stamps, special mailings)        |       |           |  | \$300.00           | \$400.00           | \$100.00          |
|                                | Shipping                                  |       |           |  | \$1,000.00         | \$1,200.00         | \$200.00          |
|                                | Sam's Club Membership                     |       |           |  | \$50.00            | \$50.00            | \$0.00            |
|                                |   | TOTAL |           |  | <b>\$1,950.00</b>  | <b>\$2,350.00</b>  | \$400.00          |
|                                |   |       |           |  |                    |                    | \$0.00            |
| <b>4728 Building Supplies</b>  |   |       |           |  | <b>\$3,740.00</b>  | <b>\$4,340.00</b>  | \$600.00          |
|                                | 2022 Actual                               |       | 1,285.61  |  |                    |                    |                   |
|                                | 2023 Actual                               |       | 2,751.16  |  |                    |                    |                   |
|                                |   |       |           |  |                    |                    | \$0.00            |
|                                | Paper Products                            |       |           |  | \$900.00           | \$1,000.00         | <b>\$100.00</b>   |
|                                | Cleaning Products                         |       |           |  | \$700.00           | \$800.00           | <b>\$100.00</b>   |
|                                | Light Bulbs                               |       |           |  | \$40.00            | \$40.00            | \$0.00            |
|                                | Repairs/Updates                           |       |           |  | \$750.00           | \$850.00           | <b>\$100.00</b>   |
|                                | Rehab/EMS Supplies                        |       |           |  | \$750.00           | \$850.00           | <b>\$100.00</b>   |
|                                | First Aid Kit (restock)                   |       |           |  | \$600.00           | \$800.00           | \$200.00          |
|                                |   | TOTAL |           |  | <b>\$3,740.00</b>  | <b>\$4,340.00</b>  | \$600.00          |
|                                |   |       |           |  |                    |                    | \$0.00            |
| <b>4741 Equipment Supplies</b> |   |       |           |  | <b>\$14,400.00</b> | <b>\$12,500.00</b> | -\$1,900.00       |
|                                | 2022 Actual                               |       | 16,874.87 |  |                    |                    |                   |
|                                | 2023 Actual                               |       | 7,375.55  |  |                    |                    |                   |
|                                |   |       |           |  |                    |                    | \$0.00            |
|                                | Fuel                                      |       |           |  | \$11,000.00        | \$9,000.00         | -\$2,000.00       |
|                                | Filters                                   |       |           |  | \$700.00           | \$700.00           | \$0.00            |
|                                | Oil                                       |       |           |  | \$300.00           | \$400.00           | \$100.00          |
|                                | Small Tools                               |       |           |  | \$400.00           | \$400.00           | \$0.00            |
|                                | Misc. Supplies                            |       |           |  | \$2,000.00         | \$2,000.00         | \$0.00            |
|                                |   | TOTAL |           |  | <b>\$14,400.00</b> | <b>\$12,500.00</b> | -\$1,900.00       |
|                                |   |       |           |  |                    |                    | \$0.00            |
| <b>4801 Contract Services</b>  |   |       |           |  | <b>\$8,625.00</b>  | <b>\$9,800.00</b>  | <b>1,175.00</b>   |
|                                | 2022 Actual                               |       | 6,907.57  |  |                    |                    |                   |
|                                | 2023 Actual                               |       | 7,364.21  |  |                    |                    |                   |
|                                |   |       |           |  |                    |                    | \$0.00            |
|                                | Emergency Excavating/Towing               |       |           |  | \$1,000.00         | \$500.00           | <b>-\$500.00</b>  |
|                                | Auditing Service                          |       |           |  | \$5,125.00         | <b>\$5,800.00</b>  | <b>\$675.00</b>   |
|                                | Maintenance Agreement-Copier              |       |           |  | \$700.00           | \$1,000.00         | \$300.00          |
|                                | Legal Service                             |       |           |  | \$1,800.00         | \$2,500.00         | <b>\$700.00</b>   |
|                                |   | TOTAL |           |  | <b>\$8,625.00</b>  | <b>\$9,800.00</b>  | <b>\$1,175.00</b> |
|                                |   |       |           |  |                    |                    | \$0.00            |

SWARTZ CREEK AREA FIRE DEPARTMENT  
2025 BUDGET DRAFT

|                                      |  |       |           |  |                    |                    |                    |
|--------------------------------------|--|-------|-----------|--|--------------------|--------------------|--------------------|
| <b>4850 Communications</b>           |  |       |           |  | <b>\$5,720.00</b>  | <b>\$6,800.00</b>  | \$1,080.00         |
|                                      | 2022 Actual                                      |       | 5,186.13  |  |                    |                    |                    |
|                                      | 2023 Actual                                      |       | 4,187.13  |  |                    |                    |                    |
|                                      |  |       |           |  |                    |                    | \$0.00             |
|                                      | Web Site Domain Name (renew in 2025 GoDaddy)     |       |           |  | \$0.00             | \$250.00           | \$250.00           |
|                                      | Web Site Domain Hosting (1and1 renew 2025)       |       |           |  | \$0.00             | \$250.00           | \$250.00           |
|                                      | IAR (I Am Responding) Smart Phone Program        |       |           |  | \$620.00           | \$800.00           | \$180.00           |
|                                      | Phone Equipment                                  |       |           |  | \$600.00           | \$1,000.00         | \$400.00           |
|                                      | Phones/Internet Access                           |       |           |  | \$4,500.00         | \$4,500.00         | \$0.00             |
|                                      |  | TOTAL |           |  | \$5,720.00         | \$6,800.00         | \$1,080.00         |
| <b>4910 Insurance</b>                |  |       |           |  | <b>\$28,200.00</b> | <b>\$26,700.00</b> | <b>-\$1,500.00</b> |
|                                      | 2022 Actual                                      |       | 24,009.00 |  |                    |                    |                    |
|                                      | 2023 Actual                                      |       | 29,222.00 |  |                    |                    |                    |
|                                      |  |       |           |  |                    |                    | \$0.00             |
|                                      | Liability and Property Insurance                 |       |           |  | \$15,000.00        | \$18,000.00        | \$3,000.00         |
|                                      | Worker's Compensation                            |       |           |  | \$13,000.00        | \$8,500.00         | -\$4,500.00        |
|                                      | MML Membership                                   |       |           |  | \$200.00           | \$200.00           | \$0.00             |
|                                      |  | TOTAL |           |  | \$28,200.00        | \$26,700.00        | -\$1,500.00        |
| <b>4920 Utilities</b>                |  |       |           |  | <b>\$21,500.00</b> | <b>\$18,100.00</b> | <b>-\$3,400.00</b> |
|                                      | 2022 Actual                                      |       | 18,038.49 |  |                    |                    |                    |
|                                      | 2023 Actual                                      |       | 29,222.00 |  |                    |                    |                    |
|                                      |  |       |           |  |                    |                    | \$0.00             |
|                                      | Water/Sewer                                      |       |           |  | \$3,500.00         | \$3,100.00         | -\$400.00          |
|                                      | Gas/Electric                                     |       |           |  | \$18,000.00        | \$15,000.00        | -\$3,000.00        |
|                                      |  | TOTAL |           |  | \$21,500.00        | \$18,100.00        | -\$3,400.00        |
| <b>4960 Education &amp; Training</b> |  |       |           |  | <b>\$12,501.00</b> | <b>\$14,575.00</b> | <b>\$2,074.00</b>  |
|                                      | 2022 Actual                                      |       | 3,374.19  |  |                    |                    |                    |
|                                      | 2023 Actual                                      |       | 6,770.54  |  |                    |                    |                    |
|                                      |  |       |           |  |                    |                    | \$0.00             |
|                                      | FIREFIGHTER TRAINING                             |       |           |  |                    |                    | \$0.00             |
|                                      | Misc. FF Classes                                 |       |           |  | \$2,000.00         | \$2,000.00         | \$0.00             |
|                                      | ADVANCED TRAINING                                |       |           |  |                    |                    | \$0.00             |
|                                      | Officer Classes/National                         |       |           |  | \$6,000.00         | \$8,000.00         | \$2,000.00         |
|                                      | CERTIFICATIONS                                   |       |           |  |                    |                    | \$0.00             |
|                                      | CPR  |       |           |  | \$300.00           | \$300.00           | \$0.00             |
|                                      | MEMBERSHIPS                                      |       |           |  |                    |                    | \$0.00             |
|                                      | Michigan Fire Chiefs                             |       |           |  | \$245.00           | \$245.00           | \$0.00             |
|                                      | Genesee Co. Fire Chiefs \$63 ea x 3 + \$312 dept |       |           |  | \$501.00           | \$575.00           | \$74.00            |
|                                      | Shiawassee Co. Firefighters                      |       |           |  | \$75.00            | \$75.00            | \$0.00             |
|                                      | Mi State Fireman's Assoc \$30 ea x35 + \$75 dept |       |           |  | \$975.00           | \$975.00           | \$0.00             |
|                                      | Mi Fire Inspectors Association                   |       |           |  | \$85.00            | \$85.00            | \$0.00             |
|                                      | Hundred Club                                     |       |           |  | \$150.00           | \$150.00           | \$0.00             |
|                                      | Mi Fire Instructors Association (2)              |       |           |  | \$170.00           | \$170.00           | \$0.00             |
|                                      | TRAINING SUPPLIES                                |       |           |  | \$500.00           | \$500.00           | \$0.00             |
|                                      | FIRE PREVENTION                                  |       |           |  |                    |                    | \$0.00             |
|                                      | Misc. Materials/handouts/audio visual aides      |       |           |  | \$500.00           | \$500.00           | \$0.00             |
|                                      | Fire Safety Trailer                              |       |           |  | \$1,000.00         | \$1,000.00         | \$0.00             |
|                                      |  | TOTAL |           |  | \$12,501.00        | \$14,575.00        | \$2,074.00         |

SWARTZ CREEK AREA FIRE DEPARTMENT  
2025 BUDGET DRAFT

|   |             |       |              |  |                    |                    |                     |
|---|-------------|-------|--------------|--|--------------------|--------------------|---------------------|
| <b>4970 Office Equipment</b>            |             |       |              |  | <b>\$1,000.00</b>  | <b>\$1,000.00</b>  | <b>\$0.00</b>       |
|   | 2022 Actual |       | 62.96        |  |                    |                    |                     |
|   | 2023 Actual |       | 793.70       |  |                    |                    |                     |
|   |             |       |              |  |                    |                    | \$0.00              |
|   |             |       |              |  | \$1,000.00         | \$1,000.00         | \$0.00              |
|   |             | TOTAL |              |  | \$1,000.00         | \$1,000.00         | \$0.00              |
|   |             |       |              |  |                    |                    | \$0.00              |
| <b>4976 Fire Equipment</b>              |             |       |              |  | <b>\$69,400.00</b> | <b>\$23,150.00</b> | <b>-\$46,250.00</b> |
|   | 2022 Actual |       | 24,008.39    |  |                    |                    |                     |
|   | 2023 Actual |       | 24,008.39    |  |                    |                    |                     |
|   |             |       |              |  |                    |                    |                     |
|   |             |       |              |  | \$7,000.00         | \$7,500.00         | \$500.00            |
|   |             |       |              |  | \$4,000.00         | \$4,000.00         | \$0.00              |
|   |             |       |              |  | \$2,000.00         | \$2,000.00         | \$0.00              |
|   |             |       |              |  | \$0.00             | \$450.00           | \$450.00            |
|   |             |       |              |  | \$600.00           | \$1,500.00         | \$900.00            |
|   |             |       |              |  | \$2,800.00         | \$2,500.00         | -\$300.00           |
|   |             |       |              |  | \$0.00             | \$0.00             | \$0.00              |
|   |             |       |              |  | \$6,000.00         | \$0.00             | -\$6,000.00         |
|   |             |       |              |  | \$2,000.00         | \$0.00             | -\$2,000.00         |
|   |             |       |              |  | \$6,000.00         | \$0.00             | -\$6,000.00         |
|   |             |       |              |  | \$39,000.00        | \$0.00             | -\$39,000.00        |
|   |             |       |              |  | \$0.00             | \$2,000.00         | \$2,000.00          |
|   |             |       |              |  | \$0.00             | \$3,200.00         | \$3,200.00          |
|   |             | TOTAL |              |  | \$69,400.00        | \$23,150.00        | -\$46,250.00        |
|   |             |       |              |  |                    |                    |                     |
| <b>4978 Fire Equipment-Maint/Repair</b> |             |       |              |  | <b>\$23,980.00</b> | <b>\$38,530.00</b> | <b>14,550.00</b>    |
|   | 2022 Actual |       | 32,619.15    |  |                    |                    |                     |
|   | 2023 Actual |       | 36,139.07    |  |                    |                    |                     |
|   |             |       |              |  |                    |                    |                     |
|   |             |       |              |  | \$10,000.00        | \$9,000.00         | -\$1,000.00         |
|   |             |       |              |  | \$1,500.00         | \$1,500.00         | \$0.00              |
|   |             |       |              |  | \$1,500.00         | \$2,000.00         | \$500.00            |
|   |             |       |              |  | \$900.00           | \$1,000.00         | \$100.00            |
|   |             |       |              |  | \$2,000.00         | \$2,000.00         | \$0.00              |
|   |             |       |              |  | \$0.00             | \$6,300.00         | \$6,300.00          |
|   |             |       |              |  | \$2,000.00         | \$2,000.00         | \$0.00              |
|   |             |       |              |  | \$500.00           | \$500.00           | \$0.00              |
|   |             |       |              |  | \$600.00           | \$800.00           | \$200.00            |
|   |             |       |              |  | \$1,500.00         | \$1,500.00         | \$0.00              |
|   |             |       |              |  | \$800.00           | \$7,250.00         | \$6,450.00          |
|   |             |       |              |  | \$820.00           | \$820.00           | \$0.00              |
|   |             |       |              |  | \$1,860.00         | \$1,860.00         | \$0.00              |
|   |             |       |              |  | \$0.00             | \$2,000.00         | \$2,000.00          |
|   |             |       |              |  | \$23,980.00        | \$38,530.00        | \$14,550.00         |
|   |             |       |              |  |                    |                    |                     |
| <b>4981 Apparatus</b>                   |             |       |              |  | <b>\$0.00</b>      | <b>\$0.00</b>      | <b>\$0.00</b>       |
|   | 2022 Actual |       | \$195,692.64 |  |                    |                    |                     |
|   | 2023 Actual |       | \$683,217.00 |  |                    |                    |                     |
|   |             |       |              |  | \$0.00             | \$0.00             | \$0.00              |
|   |             | TOTAL |              |  | \$0.00             | \$0.00             | \$0.00              |
|   |             |       |              |  |                    |                    |                     |
| <b>4984 Computer Hardware/Repairs</b>   |             |       |              |  | <b>\$1,800.00</b>  | <b>\$1,800.00</b>  | <b>\$0.00</b>       |
|   | 2022 Actual |       | 1,653.62     |  |                    |                    |                     |
|   | 2023 Actual |       | 1,701.65     |  |                    |                    |                     |
|   |             |       |              |  |                    |                    |                     |
|   |             |       |              |  | \$1,500.00         | \$1,500.00         | \$0.00              |
|   |             |       |              |  | \$300.00           | \$300.00           | \$0.00              |
|   |             | TOTAL |              |  | \$1,800.00         | \$1,800.00         | \$0.00              |
|   |             |       |              |  |                    |                    |                     |
| <b>4988 Computer Software/Upgrades</b>  |             |       |              |  | <b>\$4,540.00</b>  | <b>\$7,700.00</b>  | <b>\$3,160.00</b>   |
|   | 2022 Actual |       | 4,444.71     |  |                    |                    |                     |
|   | 2023 Actual |       | 5,645.00     |  |                    |                    |                     |
|   |             |       |              |  |                    |                    |                     |
|   |             |       |              |  | \$2,040.00         | \$4,000.00         | \$1,960.00          |
|   |             |       |              |  | \$2,500.00         | \$3,700.00         | \$1,200.00          |
|   |             | TOTAL |              |  | \$4,540.00         | \$7,700.00         | \$3,160.00          |



**CITY OF SWARTZ CREEK**  
*(An Equal Opportunity Employer)*  
**STREET CLOSURE/USE APPLICATION**

DATE OF REQUEST: 10-19-24

SPONSOR ORGANIZATION: Jeepers Creepers

AUTHORIZED REPRESENTATIVE: Lania Rocha

WORK ADDRESS: 1009 E. Asherton HOME ADDRESS: 1009 E. Asherton Rd. Flint

PHONE NO: WORK ( ) \_\_\_\_\_ HOME: ( ) \_\_\_\_\_ CELL: 989-332-2055

EMAIL ADDRESS: jeeperscreepers@gmail.com

TYPE OF EVENT: (check box)

PARADE  \*\* (Draw Route on Attached Map)

CARNIVAL

FOOT/BIKE RACE

CRAFT SHOW

CONCERT

OTHER: Trunk or Treat & festivities

DATE OF EVENT: 10/19/24

TIME OF EVENT: FROM: 4 AM/PM TO: 8 AM/PM

ESTIMATED NUMBER OF PARTICIPANTS: 1,000

DESCRIPTION OF EVENT; NOTE STREETS REQUESTED TO BE CLOSED/USED:  
Requesting Closure of Miller Rd from Norwich Rd. to Skyway Dr and Oakland St. for the Trunk-or-Treat

The applicant agrees, as a condition of the granting of this permit, to hold the City of Swartz Creek, its officers, employees, and agents harmless from any liability from any injuries caused to persons or property in connection with this event. To that end, the applicant shall provide the City with evidence of insurance for such liability in an amount determined adequate by the City Attorney, but in no case less than \$ 1,000,000/2,000,000 aggregate and the City of Swartz Creek shall be named as an insured party on said policy. The policy shall also contain a provision providing the City with ten (10) days written notice of cancellation.

FOR: Jeepers Creepers  
(Organization)

BY: Lania Rocha  
(Authorized Representative)

APPROVED BY: \_\_\_\_\_  
(Chief of Police)

\_\_\_\_\_  
(Street Administrator)

\* The throwing of any item(s) from any vehicle during the course of a parade is strictly prohibited and violations may result in criminal prosecution and/or the denial of future permit applications.

\*\*The Chief of Police reserves the right to determine the length of time that any street(s) remain(s) closed to traffic.

**THIS REQUEST AND ALL REQUIRED ASSOCIATED DOCUMENTS MUST BE SUBMITTED TO THE  
CITY HALL NO LATER THAN THIRTY (30) DAYS PRIOR TO EVENT DATE  
CITY OF SWARTZ CREEK  
STREET APPLICATION  
CHECKLIST**

- APPLICATION MUST BE COMPLETED THIRTY (30) DAYS PRIOR TO EVENT
- EVERY LINE ON APPLICATION MUST BE COMPLETED AND ROUTE DRAWN ON ATTACHED MAP
- APPLICANT SHALL PROVIDE THE CITY WITH EVIDENCE OF INSURANCE FOR AMOUNT DETERMINED ADEQUATE BY THE CITY ATTORNEY



Phone: (810) 635-4464

Fax: (810) 635-2887



Where Friendships Last Forever

12

# City of Swartz Creek Municipal Property Reservation Application

Date of Reservation: 10-19-24 Reservation location: Holland Square

One time event

Recurring event

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

Address: 609 E Atherton Rd Phone: 989.332.2055

City: Flint Zip Code: 48507

Nature of Activity: Fall festival Approx. # Attendees 1,000

Arrival Time: 9 a.m. Departure Time: 8 p.m.

Responsible Party Signature: Lania Rocha

E-Mail Address: jeeperscreekers@gmail.com

Proof of Insurance Provided

Please check all that will be needed

Water

Waste collection

Electricity  Other Services - Specify: \_\_\_\_\_

I have received a copy of the Plaza Rules: Yes

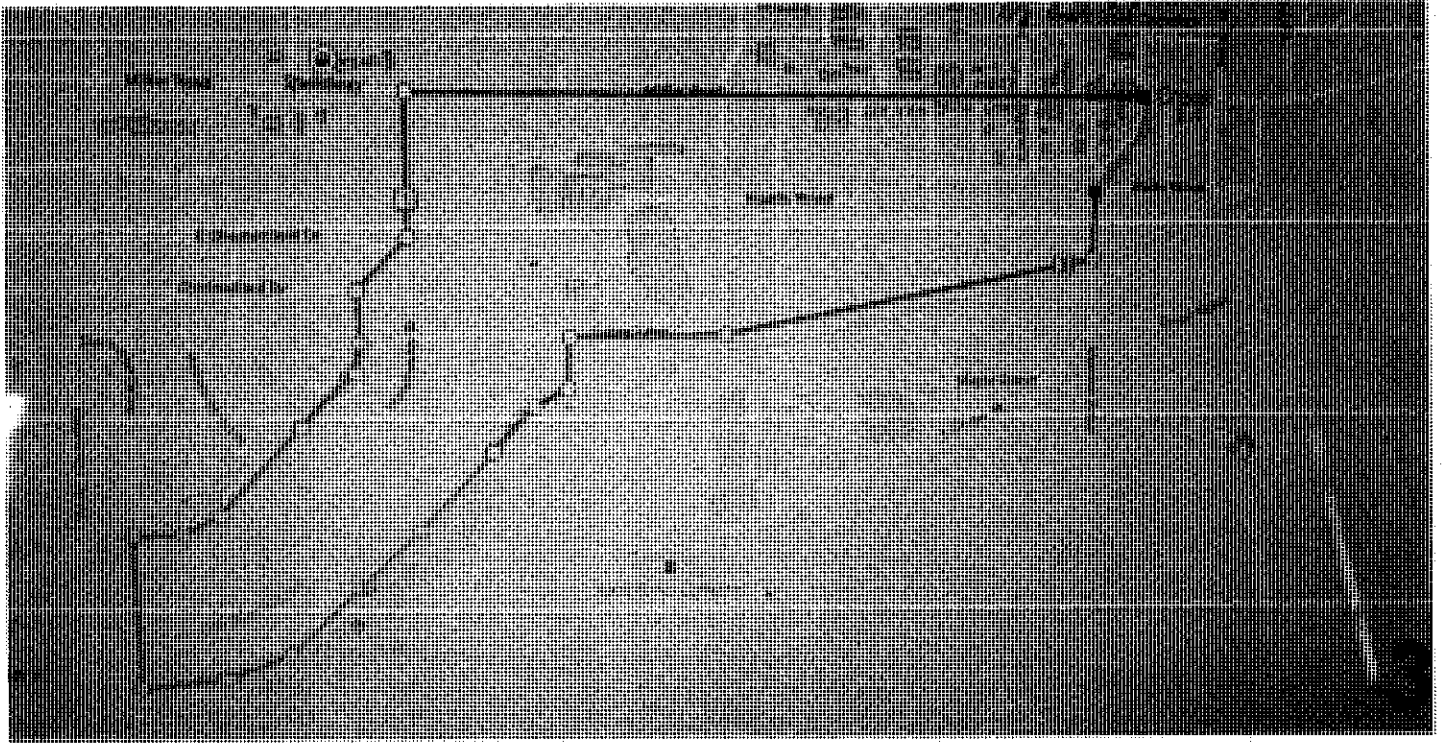
IF THERE ARE PROBLEMS DURING THE EVENT CONTACT 911.

City Official \_\_\_\_\_

Date \_\_\_\_\_

**Please use this page for any additions or details.**

The Gypsum Creekers fall festival is scheduled for Saturday, Oct. 19. We will have the 5K in the morning starting at Holland Square and using sidewalks and the trail (see map). The Maker Market will use Holland Square from 11am-4pm. We are requesting use of the city picnic tables, games, extra trash cans. We are also requesting use of the fire pits for the main event from 5-7 pm at Holland Square (and Miller Rd. & Holland Dr.) which will include trunk-or-treat, inflatable, s'mores, hot cocoa, popcorn, crafts, games, the SCAFD fire safety trailer, balloons and more family fun. We will have a need for electrical service.



**NBP1565252**

Renewal of Number

**\*\*\* RENEWAL CERTIFICATE \*\*\***

Direct Bill Policy

**United States Liability Insurance Company**

1190 Devon Park Drive, Wayne, Pennsylvania 19087

A Member Company of United States Liability Insurance Group

**POLICY DECLARATIONS**

**No. NBP1565252A**

**NAMED INSURED AND ADDRESS:**

**JEEPERS CREEKERS INC  
609 E ATHERTON RD  
FLINT, MI 48507**

**This Policy is exempt from the filing requirements of  
Section 2236 of the Insurance Code of 1956, 1956 PA 218  
and MCL 500.2236**

**POLICY PERIOD: (MO. DAY YR.) From: 10/07/2023 To: 10/07/2024**

12:01 A.M. STANDARD TIME AT YOUR  
MAILING ADDRESS SHOWN ABOVE

**FORM OF BUSINESS: Non-Profit Corporation**

**BUSINESS DESCRIPTION: Charity Protector Product**

**IN CONSIDERATION OF THE RENEWAL PREMIUM STATED BELOW, EXPIRING POLICY NUMBER NBP1565252 IS RENEWED  
FOR THE POLICY PERIOD STATED ABOVE. PLEASE ATTACH THIS RENEWAL CERTIFICATE TO YOUR EXPIRING POLICY.  
THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.  
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.**

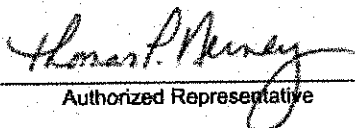
|  | PREMIUM         |
|--|-----------------|
| Businessowners Liability Coverage Part | \$345.00        |
| Businessowners Property Coverage Part  | \$50.00         |
| <b>TOTAL:</b>                          | <b>\$395.00</b> |

Coverage Form(s) and Endorsement(s) made a part of this policy at time of issue

**See Endorsement EOD (1/95)**

Agent: **FB PARTNERS GROUP (4186)  
7373 West Saginaw Highway  
Lansing, MI 48917**

Issued: 09/11/2023 1:21 PM

By:   
Authorized Representative

UPC (08-07) **THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS,  
COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF,  
COMPLETE THE ABOVE NUMBERED POLICY.**

**EXTENSION OF DECLARATIONS****Policy No. NBP1565252A**Effective Date: **10/07/2023**

12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS

**FORMS AND ENDORSEMENTS****The following forms apply to multiple coverage parts**

| <i>Endt#</i>              | <i>Revised</i> | <i>Description of Endorsements</i>  |
|---------------------------|----------------|---|
| BP0003                    | 01/10          | Businessowners Coverage Form  |
| BP0136                    | 04/21          | Michigan Changes  |
| BP0417                    | 01/10          | Employment-Related Practices Exclusion  |
| BP0448                    | 01/06          | Additional Insured - Designated Person Or Organization  |
| BP-102                    | 01/15          | Exclusion Of War, Military Action And Terrorism   |
| BP-107                    | 04/08          | Actual Cash Value Definition  |
| BP-11                     | 05/04          | Exclusion - Fiduciary Liability And Financial Services  |
| BP-115                    | 07/08          | Protective Devices Or Services Provisions   |
| BP-136                    | 01/09          | Classification Limitation Endorsement   |
| BP-15                     | 07/04          | Business Income And Extra Expense Limit   |
| BP1505                    | 05/14          | Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data -Related Liability - Limited Bodily Injury Exception Not Included |
| BP-152                    | 08/10          | Separation Of Insureds Clarification Endorsement  |
| BP1560                    | 02/21          | Cyber Incident Exclusion  |
| BP-165                    | 05/18          | Exclusion - Specific Activities, Events or Conditions or Over 2,500 People  |
| BP-168                    | 11/11          | Exclusion - Injury To Performers Or Entertainers  |
| BP-179 NBP                | 12/17          | Amendment of Liquor Liability Exclusion   |
| BP-193                    | 08/14          | Limits Of Insurance Under Multiple Coverage Parts   |
| BP-40                     | 03/11          | Molestation Or Abuse Exclusion  |
| BP-48                     | 05/16          | Exclusion Asbestos, Lead Contamination, Absolute Pollution, Mold, Fungus, Bacteria, Virus And Organic Pathogen                                      |
| BP-49                     | 01/13          | Absolute Exclusion For Pollution, Organic Pathogen, Silica, Asbestos And Lead   |
| BP-500                    | 11/18          | Bodily Injury Exclusion - All Employees, Volunteer Workers, Temporary Workers, Casual Laborers, Contractors and Subcontractors                      |
| BP-58                     | 05/07          | Animal Exclusion  |
| BP-59                     | 02/13          | Exclusion - Athletic Activity Or Sport Participants   |
| BP-60                     | 05/07          | Exclusion For Bleacher Collapse   |
| BP-65                     | 05/07          | Exclusion For Mechanical Rides  |
| BP-88                     | 04/06          | Expanded Definition Of Bodily Injury  |
| BP-90                     | 11/10          | Amended Definition  |
| BP-95                     | 05/07          | Exclusion For Climbing, Rebounding And Interactive Games And Devices  |
| BP-96                     | 05/07          | Exclusion For Firearms, Fireworks And Other Pyrotechnic Devices   |
| BP-97                     | 05/07          | Exclusion For Event Vendor/Exhibitor & Contractor   |
| Jacket                    | 07/19          | Policy Jacket   |
| Notice-CyberIncidentExcl- | 01/21          | Cyber Incident Exclusion Endorsement - Advisory Notice to Policyholder  |

Endorsements marked with an asterisk (\*) have been added to this policy or have a new edition date and are attached with this certificate.

### EXTENSION OF DECLARATIONS

**Policy No. NBP1565252A**

Effective Date: **10/07/2023**

12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS

#### FORMS AND ENDORSEMENTS

BP

NTE

12/20

Notice of Terrorism Exclusion

Endorsements marked with an asterisk (\*) have been added to this policy or have a new edition date and are attached with this certificate.

**BUSINESSOWNERS PROPERTY COVERAGE PART DECLARATIONS**

**Policy No. NBP1565252A**

Effective Date: 10/07/2023  
12:01 STANDARD TIME

**DESCRIPTION OF PREMISES**

| Prem | Bldg | Location, Construction, Occupancy and Other Information   | Territory        | Fire Code |
|------|------|---|------------------|-----------|
| 1    | 1    | 8169 Miller Rd., Swartz Creek, MI 48473<br>Description: Charity Protector Product<br>Covered Causes of Loss: Special<br>Construction: Frame<br>Special Deductible: None | 005              | 0702      |
|      |      | Special Deductible Type:  | Protection Class | 1         |
|      |      |   | Square Footage:  | 500       |

**COVERAGES PROVIDED** - INSURANCE AT THE DESCRIBED PREMISES APPLIES ONLY FOR COVERAGES FOR WHICH A LIMIT OF INSURANCE IS SHOWN

| Prem  | Bldg | Coverage                          | Limits of Insurance | Deductible | Coinsurance % or Monthly Indemnity | + Valuation | Premium        |
|---|------|-----------------------------------|---------------------|------------|------------------------------------|-------------|----------------|
| 1   | 1    | Business Income and Extra Expense | \$25,000            | \$0        |                                    |             | Included       |
| 1   | 1    | Business Personal Property        | \$5,000             | \$1,000    |                                    | RC          | Included       |
| <b>MINIMUM PREMIUM FOR PROPERTY COVERAGE PART:</b>  |      |                                   |                     |            |                                    |             | <b>\$50</b>    |
| <b>TOTAL PREMIUM FOR PROPERTY COVERAGE PART:</b>  |      |                                   |                     |            |                                    |             | <b>\$50 MP</b> |
| MP - minimum premium  |      |                                   |                     |            |                                    |             |                |
| + Valuation: ACV - Actual Cash Value; RC - Replacement Cost; RC/ACV - Replacement Cost/ACV Roof<br>FBV - Functional Building Value; AA - Agreed Amount; ALS - Actual Loss Sustained |      |                                   |                     |            |                                    |             |                |

**LOSS PAYABLE(S): NONE**

Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:  
**See Endorsement EOD (01/95)**

**THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.**

**BUSINESSOWNERS GENERAL LIABILITY COVERAGE PART DECLARATIONS**

**Policy No. NBP1565252A**

**Effective Date: 10/07/2023**  
12:01 STANDARD TIME

**LIMITS OF INSURANCE**

|  |                    |
|--|--------------------|
| Liability and Medical Expenses                       | <b>\$1,000,000</b> |
| Medical Expense (per person)                         | <b>\$5,000</b>     |
| Damages To Premises Rented To You (Any One Premises) | <b>\$100,000</b>   |

An Aggregate Limit of Liability applies to this Coverage as defined in SECTION II - LIABILITY, paragraph D.4. of the Businessowners Coverage Form.

**LIABILITY DEDUCTIBLE**

**\$0**

**LOCATIONS OF ALL PREMISES YOU OWN, RENT OR OCCUPY**

| Location | Address                                 | Territory |
|----------|---|-----------|
| 1        | 8169 Miller Rd., Swartz Creek, MI 48473 | 005       |

**PREMIUM COMPUTATION**

| Loc | Classification  | Code No. | Premium Basis            | Rate  |           | Advance Premium |           |
|-----|---|----------|--------------------------|-------|-----------|-----------------|-----------|
|     |   |          |                          | Pr/Co | All Other | Pr/Co           | All Other |
| 1   | Blanket Special Events Liability - Non-Profit Organizations | 00041    | Flat                     | 0.000 | 120.000   | \$0             | \$120     |
| 1   | Charitable Organization - Not-For-Profit only               | 41668    | 500 Per 1,000 Total Area | 0.000 | 143.307   | \$0             | \$72      |
| 1   | Additional Insured - Designated Person                      | 49950    | 2 Per Additional Insured | 0.000 | 50.000    | \$0             | \$100     |

**MINIMUM PREMIUM FOR GENERAL LIABILITY COVERAGE PART: \$345**

**TOTAL PREMIUM FOR GENERAL LIABILITY COVERAGE PART: \$345 MP**

(This Premium may be subject to adjustment.) MP - minimum premium

Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:

**See Form EOD (01/95)**

**THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.**



POLICY NUMBER: NBP1565252A

BUSINESSOWNERS  
BP 04 48 01 06

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - DESIGNATED PERSON  
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

**Name of Additional Insured Person(s) Or Organization(s):**

Effective Date: 10/07/2023  
KINCAID FIELD/HOMETOWN DAYS  
5066 MORRISH RD  
SWARTZ CREEK, MI 48473

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph C. **Who is An Insured in Section II - Liability:**

- 3. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.

POLICY NUMBER: NBP1565252A

BUSINESSOWNERS  
BP 04 48 01 06

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - DESIGNATED PERSON  
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

**Name of Additional Insured Person(s) Or Organization(s):**

Effective Date: 10/07/2023  
CITY OF SWARTZ CREEK  
8083 CIVIC DR  
SWARTZ CREEK, MI 48473

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph C. **Who is An Insured in Section II - Liability:**

- 3. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.

# UNITED STATES LIABILITY INSURANCE GROUP WAYNE, PENNSYLVANIA

This endorsement modifies insurance provided under the following:

## BUSINESSOWNERS COVERAGE FORM

### PROTECTIVE DEVICES OR SERVICES PROVISIONS SCHEDULE

| Premises Number | Building Number | Symbol | Description of Protective Safeguard  |
|-----------------|-----------------|--------|--|
| ALL             | ALL             | P-6    | All electric is on functioning and operational circuit breakers              |
| ALL             | ALL             | P-5    | Functioning and operational smoke/heat detectors in all units or occupancies |

The following is added to the policy:

#### A. Protective Safeguards

1. You are required to have and maintain the protective devices or services listed in the Schedule above.
2. The protective safeguards to which this endorsement applies are identified by the following symbols:
  - a. **"P-1"** Automatic Sprinkler System, including related supervisory services.  
Automatic Sprinkler System means:
    - 1) Any automatic fire protective or extinguishing system, including connected:
      - a) Sprinklers and discharge nozzles;
      - b) Ducts, pipes, valves and fittings;
      - c) Tanks, their components parts and supports; and
      - d) Pumps and private fire protection mains.
    - 2) When supplied from an automatic fire protective system:
      - a) Non-automatic fire protective systems; and
      - b) Hydrants, standpipes and outlets.
  - b. **"P-2"** Automatic Fire Alarm, protecting the entire building, that is:
    - 1) Connected to a central station; or
    - 2) Reporting to a public or private fire alarm station.
  - c. **"P-3"** Security Service, with a recording system or watch clock making hourly rounds covering the entire building, when the premises are not in actual operations.
  - d. **"P-4"** Service Contract with a privately owned fire department providing fire protection service to the described premises.
  - e. **"P-5"** Functioning and operational smoke/heat detectors in all units or occupancies.
  - f. **"P-6"** All Electrical in on functioning and operational circuit breakers.
  - g. **"P-7"** Functioning and operational central station burglar alarm with a monitoring contract.
  - h. **"P-8"** Functioning and operational surge protectors on all computer and audio-video equipment.
  - i. **"P-9"** Refrigeration maintenance contract on all refrigeration equipment.
  - j. **"P-10"** Functioning and operational automatic fire suppression system per NFPA #96 on all cooking equipment.

- k. "P-15" Any item on a display rack with a sales price of \$250 or more must be affixed with a security sensor or must be chained and locked to a rack.
- l. "P-16" The building is protected from lightning with an approved NFPA 780 installation.
- m. "P-17" Flammable liquids must be stored in NFPA #30 approved cabinets.
- n. "P-18" No smoking signs must be posted and enforced.
- o. "P-21" The protective system described in the schedule.

The following is added to Paragraph **B. Exclusions in Section I - Property**:

With respects to "P-1", "P-2", "P-3", "P-4", "P-5", "P-6", "P-8", "P-10", "P-16", "P-17", and "P-18", we will not pay for loss or damage caused by or resulting from fire if, prior to the fire, you:

- p. Knew of any suspension or impairment in any protective safeguard listed in the Schedule above and failed to notify us of that fact; or
- q. Failed to maintain any protective safeguard listed in the Schedule above, and over which you had control, in complete working order.

If part of an Automatic Sprinkler System is shut off due to breakage, leakage, freezing conditions or opening of sprinkler heads, notification to us will not be necessary if you can restore full protection within 48 hours.

With respect to "P-3", "P-7" and "P-15", we will not pay for loss or damage caused by or resulting from vandalism, burglary, theft or any other act of stealing if, prior to the vandalism, burglary, theft or any other act of stealing, you:

- a. Knew of any suspension or impairment in any protective safeguard listed in the Schedule above and failed to notify us of that fact; or
- b. Failed to maintain any protective safeguard listed in the Schedule above, and over which you had control, in complete working order.

With respect to "P-6" and "P-8" we will not pay for loss or damage caused by or resulting from "equipment breakdown", electrical disturbance or expediting expenses as a result of an electrical disturbance if, prior to the "equipment breakdown" you:

- a. Knew of any suspension or impairment in any protective safeguard listed in the Schedule above and failed to notify us of that fact; or
- b. Failed to maintain any protective safeguard listed in the Schedule above, and over which you had control, in complete working order.

With respect to "P-9" we will not pay for loss or damage caused by or resulting from "equipment breakdown", spoilage or expediting expenses as a result of spoilage if, prior to the "equipment breakdown" you:

- a. Knew of any suspension or impairment in any protective safeguard listed in the Schedule above and failed to notify us of that fact; or
- b. Failed to maintain any protective safeguard listed in the Schedule above, and over which you had control, in complete working order.

With respect to "P-21" we will not pay for loss or damage caused by or resulting from fire, vandalism, burglary, theft or any other act of stealing, "equipment breakdown", electrical disturbance or expediting expenses as a result of an electrical disturbance, "equipment breakdown", spoilage or expediting expenses as a result of spoilage, as applicable, if you:

- a. Knew of any suspension or impairment in any protective safeguard listed in the Schedule above and failed to notify us of that fact; or

- b. Failed to maintain any protective safeguard listed in the Schedule above, and over which you had control, in complete working order.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

## NOTICE OF TERRORISM EXCLUSION

You were notified that under the federal Terrorism Risk Insurance Program Reauthorization Act of 2019 ("The Act"), that you had a right to purchase insurance coverage for losses arising out of acts of terrorism, as *defined in Section 102(I) of the Act*.

You opted not to purchase this coverage.

The War and/or Terrorism Exclusion that is a part of this policy is therefore in full force and effect.

## ENDORSEMENT #1

This endorsement, issued by **United States Liability Insurance Company**  
to **JEEPERS CREEKERS INC** forms a part of  
Policy Number **NBP1565252A** effective on **10/7/2023** (MO. DAY YR.) at 12:01 A.M.

### **Add/Remove/Amend Businessowners Additional Insured Endorsement**

In consideration of no change in premium it is hereby agreed that the following form(s)  
is(are) amended:

**BP0448 01/06 - Additional Insured - Designated Person Or Organization**

All other terms and conditions of this Policy remain unchanged.

ADD\_REM (03-01)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - DESIGNATED PERSON  
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

**Name of Additional Insured Person(s) Or Organization(s):**

Effective Date: 10/07/2023

SWARTZ CREEK FINE ARTS ASSOCIATION

8099 CIVIC DR

SWARTZ CREEK, MI 48473

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph C. Who is An Insured in Section II - Liability:

- 3. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - DESIGNATED PERSON  
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

**Name of Additional Insured Person(s) Or Organization(s):**

Effective Date: 10/07/2023  
CITY OF SWARTZ CREEK  
8095 CIVIC DR  
SWARTZ CREEK, MI 48473

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph C. Who is An Insured in Section II - Liability:

3. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.

**MICHIGAN DEPARTMENT OF TRANSPORTATION**  
**STATE TRUNKLINE MAINTENANCE CONTRACT**  
**MUNICIPALITY**

This Contract made and entered into by and between the Michigan Department of Transportation (MDOT), and the MUNICIPALITY, a Michigan municipal corporation (Municipality).

**RECITALS:**

MDOT is authorized by 1925 PA 17 Section 2, MCL 250.62 to contract with the Municipality for the construction, improvement, or maintenance of state trunkline highways and appurtenant facilities. MDOT, subject to the approval of the State Administrative Board; and

MDOT has affirmatively found that contracting with this Municipality for the maintenance of state trunkline highways and bridges within its contract area, is in the best public interest: and

MDOT has so advised the State Transportation Commission and the Appropriations Committees of the Senate and House of Representatives in accordance with 1951 PA 51 Section 11c, MCL 247.661c; and

The parties agree as follows:

**SECTION 1. SCOPE OF WORK**

A. Services Provided: For the term of this Contract, the Municipality agrees to maintain the state trunk line highways and, if applicable, appurtenant facilities within the Contract Area by performing maintenance work. Maintenance work will be performed under the direction of the Region Engineer of MDOT or a designee of the Region Engineer, acting under the general direction of the Engineer of Transportation Systems Management and Operations (TSMO) of MDOT. Work performed under this Contract will be performed in accordance with accepted maintenance practices and/or specifications provided by MDOT as identified in a written Letter of Understanding. For maintenance work not covered by the Field Activity Budget, a Transportation Work Authorization (TWA) will be issued by the Region Engineer.

1. A written Letter of Understanding shall be drafted by MDOT and signed by both MDOT and the designated representative of the Municipality. The letter shall

remain in effect until either replaced or modified by the Region Engineer and approved by the Municipality. The letter will outline the number and type of maintenance activities to be performed under this Contract (A sample Letter of Understanding is attached as Appendix F). The Letter of Understanding shall provide sufficient detail of the work activities to be performed, expectations or outcomes from the performance of this work, and identification of budget line items for budgeting and billing purposes. Attachment G (Municipality Firm Unit Prices) and H (Municipality Snow Hauling Calculation Form) will be attached to the Letter of Understanding.

2. The executed Letter of Understanding and all subsequent approved revisions thereto, are incorporated herein by reference as if the same were repeated in full herein.
  3. If the Municipality is unable to perform any of the services outlined in the Letter of Understanding on a twenty-four (24) hour, seven (7) day-a-week basis, the Municipality will immediately notify MDOT. MDOT will work with the Municipality to ensure that the services defined in the Letter of Understanding are performed.
  4. The Municipality and MDOT may agree to include additional maintenance items to be covered under this Contract. Such items may include, but are not limited to, maintenance of traffic control devices (signals), freeway lighting and intelligent traffic systems (ITS). All such work will be listed in the Letter of Understanding, as set forth in Appendix F, included in the line item budget and defined in a supplemental scope.
  5. The Municipality shall be responsible for providing all traffic control necessary to complete the work as outlined in this Contract unless otherwise agreed to by MDOT.
  6. The Municipality and MDOT may enter into separate agreements for the shared payment of installation, maintenance, and energy costs for traffic control devices.
- B. Specifications and Performance: The Municipality will provide personnel, equipment, materials, and facilities to perform the maintenance work under the terms of this Contract in a manner consistent with MDOT's established guidelines for winter and non-winter maintenance activities.

The Municipality shall perform all maintenance work under this Contract in accordance with accepted maintenance practices and/or specifications provided by MDOT and in accordance with the approved Budget and annual Work Plan.

When MDOT recognizes that a certain maintenance activity, is not in compliance with accepted maintenance practices and/or specifications, it will, within sixty (60) days of the billing of work, issue a written notice to the Municipality. Upon issuance of the first written

notice, MDOT will work with the Municipality to develop a corrective action plan. Once both MDOT and the Municipality are satisfied with the corrective action plan, MDOT and the Municipality will approve the plan for implementation. MDOT will reimburse the Municipality for the cost of the non-compliant work. Once the corrective work is completed in accordance with the corrective action plan, the Municipality will submit the cost for the corrective work for full reimbursement by MDOT. The Municipality agrees that if corrective work is not in accordance with the corrective action plan, the Municipality will not invoice MDOT for the non-compliant corrective work.

If MDOT determines that the corrective work is not in compliance with the corrective action plan, within thirty (30) days it will issue a second written notice to the Municipality describing the unacceptable corrective work, the reason for rejection, and include a written copy of MDOT's maintenance practices and/or specifications, if applicable. Work not meeting the corrective action plan will be corrected by the Municipality in accordance with the second written notice and the previously approved corrective action plan, without additional charge to MDOT. If MDOT, upon completion of the Municipality's second attempt to correct the non-compliant work, determines that the work is still not in compliance, MDOT will have the non-compliant work corrected by other means at MDOT's expense and the Municipality will reimburse MDOT for such expense through Maintenance Local Agency Payment System (MLAP). If there is a disagreement between MDOT and the Municipality regarding whether or not the corrective work meets MDOT's maintenance practices and/or specifications, the Municipality may request the Dispute Resolution Process as outlined in Section 26.

- C. Permits: At the request of the Region Engineer, the Municipality may agree to inspect work performed by permit or otherwise assist MDOT with permits. In such event:
1. MDOT will require all Permit Applicants to "save harmless" the State of Michigan, Transportation Commission, MDOT, and all officers, agents, and employees thereof, and the Municipality, their officials, agents, and employees, against any and all claims for damages arising from operations covered by the permit as a condition of all permits issued by MDOT.
  2. MDOT will further require Permit Applicants to provide Commercial general liability insurance, including coverage for contractual liability, completed operations, and/or product liability, X (Explosion), C (Collapse), & U (Underground), and a contractor's protective liability policy with a blasting endorsement when blasting is involved, or Commercial general liability insurance which includes all the above, naming as additional parties insured on all such policies, the State of Michigan, Transportation Commission, MDOT, and all officers, agents, and employees thereof, the Municipality their officials, agents, and employees. The Permit Applicant will provide written proof of the insurance to MDOT. MDOT may waive this requirement for permits issued to governmental entities or public utilities.

3. The amounts of such insurance will be no less than:

Commercial General Liability Insurance:

The minimum limits shall be \$1,000,000 each occurrence and \$2,000,000 aggregate.

Combined single limit for bodily injury and property damage liability shall be \$1,000,000 each occurrence.

The insurance limits above may be attained through an umbrella policy.

- D. Transportation Work Authorizations: TWA's may be issued by the Region Engineer for both Maintenance work and non-maintenance work. This work may be performed by the Municipality, or a subcontractor as set forth in Section 9 of this Contract. TWA's will be performed in accordance with MDOT's accepted maintenance practices and specifications and as required in the TWA. The Municipality will provide the necessary supervision or inspection to ensure that the work is performed in accordance with the TWA. In the event the Region Engineer finds the work performed not in compliance with MDOT's accepted maintenance practices or the specifications on the TWA, then the corrective action specified in Subsection 1 (B) will be followed.
- E. The Region Engineer is authorized to issue written orders, as necessary, for the performance of maintenance work under the provisions of this Contract.

**SECTION 2. RESERVED FOR FUTURE USE**

**SECTION 3. INTEGRATION OF STATE AND MUNICIPAL WORK**

The Municipality will furnish qualified personnel and adequate equipment and may furnish materials, as set forth in this Contract, as needed to perform maintenance on state trunkline highways, consistent with MDOT's established core level of service for winter and non-winter maintenance activities, an approved annual budget, work plan, and work schedule. Personnel and equipment may be used on the local road system and state trunkline highways as conditions warrant.

**SECTION 4. HIGHWAY MAINTENANCE CONTRACT ADMINISTRATOR**

The Municipality hereby designates \_\_\_\_\_ as Contract Administrator on state trunkline highways, who will be responsible for budget and the administration of the Contract. The Municipalities’ title for this position is \_\_\_\_\_. In the event the Municipality desires to replace the Contract Administrator, the Municipality will notify MDOT within (30) days of the change in writing.

**SECTION 5. SUPERVISION**

The Municipality hereby designates \_\_\_\_\_ or others functioning in the same capacity as Highway Maintenance Foremen, hereinafter referred to as the “Foremen”, who will oversee all work covered by this Contract and be responsible to the Contract Administrator. The Municipality will notify MDOT in writing within (30) days of any change in the above personnel. The Municipality will be reimbursed for actual time worked by the Foremen on state trunkline Highway maintenance when supported by daily timecards signed by their immediate supervisor or electronic timekeeping approved by their assigned supervisor subject to the provisions of Subsection 16(B).

**SECTION 6. WAGE SCHEDULE**

Wages paid by the Municipality for work on state trunkline highways will be the same as on street work for the Municipality. A copy of the union agreement or HR Wage Schedule will be provided to MDOT upon request.

No “stand by at home” pay will be included in charges for work on state trunkline highways.

MDOT will reimburse the Municipality for Direct Labor Overhead costs on all labor costs properly chargeable to MDOT, including but not limited to, vacation, sick leave, holiday pay, workers’ compensation, retirement, social security, group life insurance, hospitalization, longevity, unemployment insurance, and military leave, hereinafter referred to as “EMPLOYEE BENEFITS,” in accordance with Section 16.

## SECTION 7. MATERIALS TO BE ACQUIRED AND SPECIFICATIONS

Material necessary for the performance of this Contract, may be purchased by the Municipality unless otherwise directed by the Region Engineer. The Municipality will advertise and receive competitive bids when such purchases exceed Ten Thousand Dollars (\$10,000.00), or if required by federal or state law. The Municipality shall select the lowest qualified bid.

The Municipality will retain documentation that such bids were taken. Failure to retain documentation that such bids were taken may result in denial of reimbursement of the costs of such materials.

The following materials: bituminous pre-mixed materials, bituminous materials, aggregates (except ice control sand), bulk salt and traffic control devices used on state trunkline highways by the Municipality, will conform to current or supplemental specifications of MDOT, unless otherwise approved in advance by the Region Engineer. The Region Engineer may require approval by MDOT's Construction Field Services Division, or by a laboratory approved by the Construction Field Services Division. Copies of approvals will be placed on file in the offices of the Municipality and the Region Engineer. If MDOT-owned materials are stored jointly with Municipality-owned materials, proper and adequate inventory records must be maintained by the Municipality clearly indicating the portion that is MDOT-owned.

## SECTION 8. PRICE SCHEDULE OF MATERIALS AND SERVICES

Materials produced and/or supplied by the Municipality may be furnished at a firm unit price subject to approval of source and price by the Region Engineer. Firm unit prices are not subject to unit price adjustment by review/audit. The term "review/audit" hereafter will be referred to as "review".

The Municipality may change, add, or delete firm unit prices when requested in writing and approved by the Region Engineer at least sixty (60) days prior to the effective date of the change, addition, or deletion. All changes will be submitted with the Firm Unit Prices form, Appendix G.

\_\_\_\_\_ No, Firm Unit Price items will not be used.

\_\_\_\_\_ Yes, Firm Unit Price items will be used.

MDOT may review all records necessary to assess the accuracy of the material quantities for all materials on the Firm Unit Price List for which the Municipality requests reimbursement.

Items purchased from a vendor source or vendor stockpile for direct use on the state trunkline highways are not eligible for firm unit price consideration and should be billed at vendor pricing.

Reimbursement for all materials supplied by the Municipality which are not included in the firm unit price schedule will be reimbursed in accordance with Section 16(E). MDOT may review all records for materials purchased from a vendor source or vendor stockpile for direct use on state trunkline highways.

## **SECTION 9. SUBCONTRACTS**

The Municipality may subcontract any portion of the work to be performed under this Contract. Bidding/price solicitation and subcontracts will comply with applicable law and conform to the Municipality's contracting process except as modified herein. All subcontracted work will require the Municipality to submit a Quotation Request for Services or Equipment (Form 426) along with relevant bid and contract documents and bid or quote tabulation.

All subcontracted work will be performed in accordance with the established Scope of Work outlined on Form 426 and any specifications developed by the Municipality and/or MDOT for the subcontracted work. The scope of work and any specifications must be approved by the Region Engineer. The Municipality will provide the necessary supervision or inspection to assure the subcontracted work is performed in accordance with the scope of work and specifications. At no time will the Municipality pay for subcontracted work until the work has been inspected and approved by the Municipality for compliance with the scope of work and specifications.

Emergency work will be subcontracted based on a verbal approval given by the Region Engineer. The work must be supported by the submission of a Form 426 and summary of emergency work within 15 days of completion.

The parties agree to extend the terms of the Contract if subcontracted work is incomplete at the conclusion of the Contract term. This provision shall not apply if this Contract is terminated by the Municipality or MDOT. In situations where this Contract is terminated by the Municipality or MDOT, all subcontracts shall be deemed terminated as of the date the Contract is terminated. The Municipality must incorporate this provision into all subcontracts.

County and/or Municipality-based advantage programs, hereinafter the "CBA Process", or any type of preference program which awards contracts based on criteria other than low bid through the competitive bidding process, may not be used for any work under this Contract.



Failure to obtain the necessary approvals or to retain the documentation that the bids, prices, or rate quotations were solicited as required in this section may result in a denial of the reimbursement of the costs.

The term of any subcontract will not exceed five (5) years including any extensions.

For subcontracts involving the items of Drainage Structure Cleanout, Curb Sweeping, and Area Mowing, the Municipality will include a cancellation clause that will allow the Municipality to cancel the subcontract if funds are not made available by MDOT.

All Subcontracts shall be awarded to the lowest qualified bid. Subcontract solicitation and approval process will be as follows:

- A. **Subcontracts less than \$25,000:** The Municipality will solicit either a bid price, or rate quotation from three or more qualified sources. Documentation of solicitation from all qualified sources must be retained. Region Engineer approval of Form 426 is required.
- B. **Subcontracts \$25,000 or greater:** The Municipality will advertise and award by competitive bid. Advertisements must clearly define the scope of work, performance specifications, MDOT contract terms, and the location of work to be performed. Documentation of the solicitation from all qualified sources must be retained. Region Engineer approval of Form 426 is required.

State Administrative Board requirements for Contracts and Amendments (previously referred to as overruns, extra work and adjustments), are outlined and set forth in Appendix E, attached hereto and made a part hereof.

## SECTION 10. NON-DISCRIMINATION

In connection with the performance of maintenance work under this Contract, the Municipality (hereinafter in Appendix C referred to as the “Contractor”) agrees to comply with the State of Michigan provisions for “Prohibition of Discrimination in State Contracts,” as set forth in Appendix C, attached hereto and made a part hereof. The Municipality further covenants that it will comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract.

## SECTION 11. ANTI-KICKBACK

No official or employee of the Municipality or of the State of Michigan will receive remuneration (directly or indirectly) for the purchase of materials, supplies, equipment, or subcontracts in connection with the performance of this Contract.

## SECTION 12. SCOPE OF CONTRACT

It is declared that the work performed under this Contract is a governmental function which the Municipality performs for MDOT. This Contract does not confer jurisdiction upon the Municipality over the state trunkline highways encompassed by this Contract or over any other state trunkline highways. This Contract may not be construed to confer temporary or concurrent jurisdiction upon the Municipality over a state trunkline highway. Nothing inconsistent with the underlying statutory jurisdiction, duties, prerogatives, and obligations of MDOT is herein intended. The parties hereto further declare that this Contract is not made for the benefit of any third party.

## SECTION 13. INSURANCE

- A. The Municipality will furnish MDOT with a certificate of automobile liability insurance, which complies with the No-Fault Automobile Insurance laws of the State of Michigan, MCL 500.3101, *et seq.* The Insurance coverage will include vehicles owned, leased or rented by the Municipality. Such insurance will not be less than Two Hundred and Fifty Thousand Dollars (\$250,000.00) for bodily injury or death of any one person. Coverage for public liability, property damage, and combined single limit will also comply with the No-Fault Automobile Insurance laws of the State of Michigan. The Municipality will provide thirty (30) days' notice to MDOT prior to cancellation, termination, or material change of the policy. The certificate of said insurance, on MDOT Form 428 (Certificate of Insurance for State Highway Maintenance Contract) covering public liability and property damage, indicating thereon the policy number, and the aforesaid thirty (30) days' notice provisions and the limits of liability, will be submitted to MDOT. The Municipality agrees to review its insurance programs with its statewide association in an effort to obtain cost savings and efficiency for MDOT.

If the Municipality is self-insured, a copy of the Secretary of State's Certificate of Self-insurance will be submitted.

- B. In the event the Municipality receives a Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the Municipality for its alleged acts or omissions on a state trunkline highway, the Municipality will provide a copy of such notice to the Assistant Attorney General, within fifteen (15) days of receipt of said notice or complaint. The Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the Municipality will be sent to:

Assistant Attorney General  
Division Chief  
Transportation Division  
Van Wagoner Building - 4<sup>th</sup> Floor  
425 West Ottawa Street  
P.O. BOX 30050  
Lansing, Michigan 48909

Thereafter, the Municipality will provide copies of pleadings and other information regarding the claim or lawsuit when requested by an Assistant Attorney General

#### **SECTION 14. WORKERS' DISABILITY COMPENSATION**

The Municipality will comply with the Michigan Workers' Disability Compensation Act, MCL 500.3400, *et seq.* for all employees performing work under this Contract.

#### **SECTION 15. BUDGET**

Each MDOT fiscal year, the Region Engineer will prepare separate budgets for winter and non-winter maintenance in accordance with MDOT guidelines. The Region Engineer, in consultation with the Municipality, shall develop an annual Work Plan which shall include non-winter maintenance activities, a proposed schedule, and the estimated cost for such activities. The sum of those estimated costs will constitute the non-winter Budget and will be distributed monthly in accordance with the proposed schedule.

MDOT agrees that, once established, the fiscal year non-winter maintenance will not be reduced, except as otherwise provided in this Contract. The Budget for winter maintenance activities will be based on a five-year (5) average of winter expenditures which includes the costs for labor, fringe benefits, equipment, MDOT Salt Stores, Municipality-supplied road salt, winter sand, other de-icing chemicals and overhead. Notwithstanding the foregoing, MDOT will establish a statewide holdback fund amount not to exceed thirty percent (30%) of the five (5) year winter average. The statewide holdback funds will be used to cover Winter Overruns of the Municipality, other contract road agencies, and MDOT direct forces. The statewide holdback funds will also be used to pay any budget review adjustments owed to contract agencies. MDOT will distribute any remaining funds in the statewide holdback to contract agencies and MDOT direct forces based on a prioritization of statewide non-winter maintenance needs.

The Region Engineer and the Municipality will review the non-winter maintenance Budget together at least every other month. Any adjustments to the proposed work plan to curtail or expand operations will be addressed in this Budget review. During winter operations,

the winter Budget will be reviewed by the Region Engineer and the Municipality every month to conduct the same review.

MDOT and Municipality will meet between March 1 and May 15 of each fiscal year to develop a supplemental summer program. The supplemental summer program will be funded by the remainder of the winter Budget, if any. The work activities proposed in the supplemental summer program will be prioritized to support MDOT's preservation strategy. The remainder of the winter Budget will be released to the Municipality two weeks after the final bill is received by MDOT covering the winter season as defined in the Winter Letter of Understanding.

If the Municipality's winter overruns (including benefits and overhead) exceed MDOT's winter budget and holdback funds statewide, MDOT will seek additional funding to address the overruns including a supplemental appropriation from the State Budget Office. MDOT reserves the right to reduce the non-winter maintenance Budget if efforts to secure additional funding are unsuccessful.

## SECTION 16: REIMBURSEMENT SCHEDULE

MDOT will reimburse the Municipality for costs incurred in the performance of the work covered by this Contract, except as set forth in Sections 18, 19, 20, and 21. To be eligible for reimbursement under this Section, costs must be submitted to MDOT's Maintenance Local Agency Payment (MLAP) system prior to the start of the review for each respective year of the Contract period.

- A. Requests for reimbursement shall be made through MLAP at least bi-monthly (every other month) on the basis of certified statement of charges prepared and submitted by the Municipality within fifteen (15) days from the end of each bi-monthly period. Costs submitted beyond sixty (60) days from the end of each bi-monthly period will include written justification for the delay and will be paid only upon approval of the Region Engineer. Municipalities with a line-item budget contract of \$100,000 or greater **shall** submit request for reimbursement on a **monthly** basis.
- B. MDOT will reimburse the Municipality for the cost of all labor employed in the performance of this Contract. The reimbursement will include the expense of permit inspections, field and office engineering, and reviewing expenses in connection with force account work by subcontractors.
- C. MDOT will reimburse the Municipality for the cost of MDOT's share of the cost of EMPLOYEE BENEFITS as referred to in Section 6 as a percentage of payroll. The percentage shall be developed using MDOT Form 455M (Report of Employee Benefit Costs for the Municipality) and shall conform with the general accounts of the Municipality on the Municipality's previous fiscal years' experience. These charges are subject to review in accordance with Section 25.

- D. MDOT will reimburse the Municipality for the cost of MDOT's share of the actual cost of Municipality owned or purchased energy.
- E. MDOT will reimburse the Municipality for the cost of purchased bulk (measured by volume or weight) materials and Non-Bulk (measured by area or count) material used in the performance of this Contract. The Municipality shall deduct all discounts or rebates in excess of two percent (2%), to establish the reimbursed cost.
- F. MDOT will reimburse the Municipality for the cost of handling materials furnished by the Municipality and materials furnished by MDOT as follows:
1. **Bulk Items (measured by volume or weight):**  
The direct expenses of handling, such as unloading, processing, stockpiling, heating, or loading for materials in bulk, bags or drums such as aggregates, bituminous materials and chemicals, on condition that reimbursement of such expenses is not provided elsewhere herein, and these costs can be identified within the records of the Municipality. When bulk items intended for use on the state trunkline are co-mingled with the Municipality's materials for their local roads, MDOT will only reimburse the Municipality for the cost of handling the portion expected to be used on the state trunkline highways. The Municipality will establish a rate of use annually, based on the previous year's use to identify MDOT's share of handling cost. The Municipality's established rate is subject to adjustment by review.
  2. **Non-Bulk Items (measured by area or count):**  
A five percent (5%) handling and storage charge may be added to the purchase price of all materials measured by area or count provided such materials are stocked in and distributed from approved storage facilities. When reported by the Municipality, charges for handling and storage in excess of five percent (5%) will be reimbursed to the Municipality upon review, provided that these charges can be identified and supported within the records of the Municipality.
- G. Equipment owned by the Municipality will be reimbursed at the established rental rates found in Schedule C, Report 375 Equipment Rental Rates, issued annually by MDOT. Rented equipment will be reimbursed at actual cost for the equipment rental.
- H. MDOT will reimburse the Municipality for the amounts paid by the Municipality to a subcontractor as set forth in Section 9.
- I. MDOT will reimburse the Municipality for the cost of labor, materials, and equipment rental incurred in connection with engineering, supervision, and inspection of subcontract work.

J. Overhead in Accordance with Attached Overhead Schedule.

MDOT will reimburse the Municipality for overhead costs at the appropriate percentage rate as indicated in Appendix B. The overhead rate shall be based upon the original annual budget established for the Municipality and shall not change.

The overhead amount payable under Section 16(I) is reimbursement to the Municipality for all costs and expenses arising out of the performance of this Contract not specifically described in other sections of this Contract. This reimbursement includes salary and expenses (including transportation) of the Foreman (except as noted in Section 16(K)), salaries of clerical assistants, including radio communication staff, office expense, storage rentals on Municipality owned property, and the cost of small road tools. Work tools without a power assist and used in a road or a bridge maintenance activity, are considered small road tools. Small road tools do not have an equipment rental rate listed in Schedule C, Report 375, Equipment Rental Rates. Small road tools are reimbursed as an overhead cost.

K. MDOT will reimburse the Municipality for MDOT'S pro-rata share of the cost to maintain chemical storage facilities as provided for in the chemical storage facility contracts between the Municipality and MDOT.

L. The Municipality will be reimbursed as a direct cost for work performed by the Foreman making regular inspections of state trunkline highways in accordance with written instructions from the Region Engineer. This time shall be specifically recorded on daily time sheets and reported as a direct labor charge.

It is further agreed that in smaller municipalities, the Foreman designated above may at times be engaged in tasks other than those of a strictly supervisory nature, such as operator of a truck or other highway equipment. The Municipality may be reimbursed for this time worked on state trunklines, provided that all such time for non-supervisory work is specifically recorded on the daily time sheet and reported on the Maintenance Payroll Report Form 410A. The exact dates on which the Maintenance Superintendent so worked, the number of hours worked, and the number of hours worked under each classification shall be indicated on the Maintenance Payroll Report Form 410A. **The completed Form 410A shall be uploaded to MDOT's MLAP system.**

**SECTION 17: ELECTRONIC FUNDS TRANSFER**

Public Act 533 of 2004 requires that payments under this Contract be processed by electronic funds transfer (EFT). The Municipality is required to register to receive payments by EFT at the SIGMA Vendor Self Service (VSS) website ([www.michigan.gov/SIGMAVSS](http://www.michigan.gov/SIGMAVSS)).



**SECTION 18: SNOW HAULING**

MDOT will share in the cost of snow hauling if each snow hauling effort is approved by the Region Engineer. The frequency (annually, each storm, etc.) will be at the discretion of the Region Engineer and will be detailed in the Letter of Understanding. The Municipality should denote snow hauling charges as Activity 149, Other Winter Maintenance, on Trunk Line Maintenance Reports. Prior written authorization from the Region Engineer shall be required for each snow haul event outside the parameters in the Letter of Understanding and shall be kept on file for review purposes.

MDOT’S share of snow hauling will be calculated on the Municipality Snow Hauling Calculation Form, Appendix H. The completed form will be submitted to the Region Engineer. The snow hauling percentage will be based on the ratio of the width of area designated for traffic movement to the width of the total area agreed upon for snow hauling. MDOT is not responsible for snow removal in parking lanes or sidewalks and will subtract the area of parking lanes and sidewalks from the total area of the state trunkline highway right-of-way to determine the area designated for traffic movement.

MDOT’S reimbursement for snow hauling from state trunkline highways will be paid at the below percent of actual charges supported by proper documentation.

\_\_\_\_\_ percent (%)

The Municipality agrees that it will prohibit additional snow from being deposited on the highway right-of-way from side streets.

**SECTION 19: PAVEMENT MARKING**

Compensation for the item of Special Markings Paint & Tape will be made on the basis of actual expenditure only, except in no case will the Municipality be compensated for a total expenditure in excess of the amount designated for Special Markings Paint & Tape in the Line Item Budget for the appropriate MDOT fiscal year. Compensation for Special Markings Paint & Tape is limited to only painting authorized by the Region Engineer. The Municipality shall not include charges for curb painting in the routine maintenance cost for state trunkline maintenance.

**SECTION 20: COMPENSATION FOR AESTHETIC WORK ITEMS**

Compensation for the items of Curb Sweeping, Area Mowing and Litter Pickup will be made on the basis of actual expenditures only, except that in no case will the Municipality be compensated for a total expenditure in excess of the budget amount designated each of these three work activities on the Summary of the Field Activity Budget for the appropriate MDOT fiscal year.

The number of work operations for each of these three activities will be agreed upon between the Municipality and Region Engineer; and reflected in each line activity budget amount.

**SECTION 21: TREES AND SHRUBS**

Except for emergency work, the Municipality must request MDOT’S written approval to remove dead trees and/or trim trees prior to the start of work. MDOT will pay all costs to remove dead trees. MDOT and Municipality shall equally share costs when state and local forces combine efforts to trim trees within the trunkline right-of-way as approved by the Region Engineer.

**SECTION 22: EQUIPMENT LIST**

The Municipality will furnish MDOT a list of the equipment it uses during performance under this Contract, on MDOT form 471 (Equipment Specifications and Rentals.) This form shall be uploaded to the Files page in MDOT’s MLAP system.

**SECTION 23: RECORDS TO BE KEPT**

- A. The Municipality will establish and maintain accurate records, in accordance with generally accepted accounting principles of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter referred to as the “RECORDS.” Separate accounts will be established and maintained for all costs incurred under this Contract. The Municipality will retain the following RECORDS, and others, in accordance with generally accepted accounting principles:
  - 1. Retain daily timecards or electronic timekeeping files for employees and equipment indicating the distribution of time to route sections and work items. Daily timecards must be signed by the employee, the immediate supervisor and by the timekeeper when the timekeeper is employed. If the Municipality uses crew-day cards, it will



retain crew-day cards backed by a time record for the pay period signed as above, in lieu of daily individual timecards detailing the time distribution. If the Municipality uses electronic timekeeping, it will retain data files detailing time distribution and assigned supervisor approval.

2. Retain properly signed material requisitions (daily distribution slips) which indicate type of material, quantity, units of measure, the date of distribution and the distribution to route sections and work items.
3. Retain additional cost records to support and develop unit cost charges and percentages as applied to invoice costs. Cost records are not necessary in support of the overhead percentage or the five percent (5%) handling charge.

- B. The Municipality will maintain the RECORDS for at least three (3) years from the date of MDOT'S receipt of the statement of charges for the quarter ending September 30 of each year of this Contract period. In the event of a dispute regarding allowable expenses or any other issue under this Contract, the Municipality will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals for that decision has expired.

The Municipality will maintain all RECORDS supporting equipment usage from the time of equipment purchase to disposal to support any gain or loss from equipment disposed.

Representatives of MDOT may inspect, copy or review the RECORDS at any mutually acceptable time. However, the Municipality cannot unreasonably delay the timely performance of the review.

#### **SECTION 24: COST CERTIFICATION, REIMBURSEMENT AND ADJUSTMENT**

The Municipality hereby certifies that, to the best of the Municipality's knowledge, the costs reported to MDOT for this Contract will represent only those items which are properly chargeable in accordance with the Contract. The Municipality also hereby certifies that it has read the Contract terms and is aware of the applicable laws, regulations, and terms of the Contract that apply to the reporting of costs incurred under the terms of this Contract.

#### **SECTION 25: CONTRACT REVIEW AND RESPONSE**

- A. The Municipality's records will be subject to review within the statute of limitations, and the review period will coincide with the Municipality's fiscal year, unless the Contract is terminated or not renewed.

Charges by the Municipality for maintenance of state trunkline highways and authorized non-maintenance work performed under this Contract will not be adjusted (increased or decreased) by review after twenty-four (24) months subsequent to the date of MDOT'S receipt of certified statement of charges for the quarter ending September 30 of each year of this Contract period. This limitation will not apply in case of fraud or misrepresentation of material fact or if mutually agreed to in writing.

The firm unit prices for aggregates and bituminous materials that are processed and furnished by the Municipality will not be subject to adjustment.

If any adjustments are to be made, the Municipality will be notified of the tentative exceptions and adjustments within the above twenty-four (24) month period. The twenty-four (24) month period is intended only as a limitation of time for making adjustments and does not limit the time for payment of such amounts. In the event that a review performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the Municipality a Notice of Review Results and a copy of the Review Report, which may supplement or modify any tentative findings communicated to the Municipality at the completion of a review.

- B. Within sixty (60) days after the date of the Notice of Review Results, the Municipality will submit to MDOT a written response, hereinafter referred to as the "Response", to the Notice of Review Results indicating one of the following options:
1. The Municipality concurs with the Notice of Review Results and will either repay the amount of any overpayment to MDOT and/or or be reimbursed the amount of any underpayment by MDOT.
  2. The Municipality does not concur with Notice of Review Results. The "Response" will explain the nature and basis for any disagreement as to a disallowed item of expense, and/or,
  3. The "Response" will include a written explanation as to any questioned item of expense. The "RESPONSE" will be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned item of expense. Where the documentation is voluminous, the Municipality may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract.
  4. The Municipality agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to make a final decision to either allow or disallow any items of questioned cost.

MDOT will review submitted RESPONSE and attached documentation from the Municipality. MDOT will reply in writing acknowledging receipt of the Municipality RESPONSE. The submitted RESPONSE and attached documentation from the Municipality will be referred to the MDOT Appeal Panel. See Section 26, “Dispute Resolution Process”.

## **SECTION 26: DISPUTE RESOLUTION PROCESS**

### **A. Contract Disputes**

For review disputes refer to Section 26 (B) below, all other disputes between the parties shall be resolved under the terms of this section. It is the intent that each party may communicate concerns relative to the contract and resolve any issues as they arise. After a contract issue has been resolved, a summary of the agreed upon resolution shall be jointly drafted and distributed. Some issues may require ongoing communication to resolve and may become an item for negotiation during the next review and renegotiation of the Contract.

If the parties are unable to resolve any dispute, the parties must meet with the Engineer of TSMO or designee. The following are steps to resolve the dispute without the need for formal legal proceedings:

- 1) The representative of the Municipality and MDOT must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter at issue which the parties believe to be appropriate and germane in connection with the dispute. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any legal proceeding.
- 2) During negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract shall be honored in order that each of the parties may be fully advised of the other’s position.
- 3) The specific format for the discussions shall be left to the discretion of the designated Municipality and MDOT representatives but may include the preparation of agreed upon statement of fact or written statements of position.
- 4) Statements made by the Municipality or MDOT during Dispute Resolution may not be introduced as evidence by either party in any judicial action related to or under this Contract.
- 5) In cases where disputes have not been resolved, any remaining issues will be referred to the MDOT Appeal Panel which consists of four Bureau Directors, three of which will constitute a quorum.

- 6) Every effort will be made to complete this process within 90 calendar days by both parties.

## B. Review Disputes

For review disputes the submitted “Response” and attached documentation from the Municipality will be referred to the MDOT Appeal Panel. The Appeal Panel consists of four Bureau Directors, three of which will constitute a quorum.

- 1) MDOT will provide the Municipality with an opportunity to appear before the Appeal Panel to explain and support their Response.
- 2) After an Appeal Panel written decision, the Municipality will either accept the decision or file a lawsuit in a court of proper jurisdiction to contest MDOT’s decision. The filing of a lawsuit must be initiated by the Municipality within thirty (30) days of the receipt of the Appeal Panel’s written decision. MDOT will not withhold or offset the funds in dispute if the Municipality files a lawsuit in a court of proper jurisdiction.
- 3) If the Municipality fails to repay an overpayment or reach an agreement with MDOT on a repayment schedule within the thirty (30) day period, the Municipality agrees that MDOT will deduct all or a portion of an overpayment from any funds due the Municipality by MDOT under the terms of this Contract.
- 4) Every effort will be made to complete this process within 60 calendar days by both parties.

This section shall not be construed to prevent either party from initiating, and a party is authorized to initiate, an action for breach of this Contract or for any other relief allowed by law earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to the other party, or under Injunctive Relief below. If a dispute is not resolved through the Dispute Resolution Process, either party may initiate an action for breach of this Contract, or any other relief allowed by law in a court of proper jurisdiction. Time periods may be extended if agreed upon by both parties.

### **Injunctive Relief**

The only circumstance in which disputes between MDOT and the Municipality shall not be subject to the provisions of this Dispute Resolution Process is when a party makes a good faith determination that it will suffer irreparable harm due to a breach of the terms of the Contract by the other party and that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in Section 28.

**SECTION 27: TERM OF CONTRACT**

This Contract will be in effect from October 1, 2024 through September 30, 2029.

**SECTION 28: CONTRACT TERMINATION OR EXPIRATION**

- A. For convenience, MDOT may terminate this Contract by providing written notice to the Municipality at least two (2) years prior to the beginning of the Contract year to which the termination, applies.

The Municipality may terminate this Contract by providing written notice to MDOT at least two (2) years prior to the beginning of the Contract year to which the termination applies.

In the event either party provides notice of an intent to terminate the Contract as provided in this subsection, the Contract shall terminate at the beginning of the Contract year (October 1), two years following the date of the notice. For greater clarity, the parties do not intend for the Contract to terminate as of the date of the notice. Notwithstanding any other provision to the contrary, if a party provides notice of its intent to terminate the Contract as provided in this subsection and the Contract will expire before the two-year notice period has lapsed, the parties agree that the Contract shall be automatically renewed and continue in full force and effect until October 1, two years following the date of the notice.

- B. If a new Contract has not been executed by the parties within 120 days following the expiration of this Contract, this Contract shall be deemed automatically renewed as of the date of expiration and continue in full force and effect for two years following such date. After those two years have lapsed, the Contract shall be deemed terminated.
- C. Notwithstanding any provision of this Contract to the contrary, upon termination of this Contract "for cause", the Municipality must, for a period of time specified by MDOT (not to exceed 90 calendar days), provide all reasonable transition assistance requested by MDOT, to allow for the terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to MDOT or its designees. This Contract will automatically be extended through the end of the transition period.

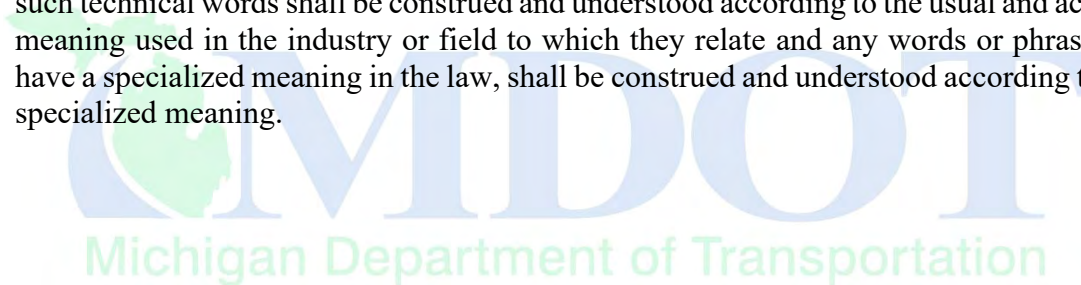
**SECTION 29: STATE OF MICHIGAN ADMINISTRATIVE BOARD RESOLUTION**

The provisions of the State Administrative Board Resolution 2017-2, April 25, 2017, are set forth in Appendix D, attached hereto and made a part hereof.

**SECTION 30: CONTRACTUAL INTERPRETATION**

All capitalized words and phrases used in this Contract have the meaning set forth in Appendix A.

All words and phrases not specifically defined in Appendix A shall be construed and understood according to the ordinary meaning of the words used, but technical words and phrases shall have the meanings set forth in MDOT’s publications, manuals, advisories, or guides, as applicable. If no MDOT publication, manual, advisory or guide is applicable, such technical words shall be construed and understood according to the usual and accepted meaning used in the industry or field to which they relate and any words or phrases that have a specialized meaning in the law, shall be construed and understood according to such specialized meaning.



**SECTION 31: AUTHORIZED SIGNATURE**

This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized official of the Municipality and of MDOT and upon adoption of a resolution approving said Contract and authorizing the signature thereto of the respective official of the Municipality, a certified copy of which resolution will be sent to MDOT with this Contract, as applicable.

MUNICIPALITY

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



BY: \_\_\_\_\_  
TITLE: MDOT Director

**APPENDIX A**  
**DEFINITIONS**

**Annual Work Plan:** A schedule developed by the Municipality and Region Engineer's designee of the routine maintenance work to be performed annually on state trunklines by the Municipality.

**Budget:** The funds allocated to the Municipality for the fiscal year beginning October 1. Budget may also be referred to as Annual Budget or Field Activity Budget or Maintenance Budget.

**Chemical Storage Facilities:** Bulk salt storage buildings.

**Competitive Bidding:** A procurement process that involves advertising work so that qualified vendors can submit bids to perform the work. The contract is then awarded to the lowest qualified bidder.

**Contract Administrator:** An individual designated by the Municipality responsible for supervising all work covered under this Contract.

**Department:** The Michigan Department of Transportation.

**Engineer of Transportation System Management and Operations (TSMO):** The Department's designated engineer of TSMO.

**Equipment Questionnaire:** A report prepared by the Municipality and forwarded to the Department to substantiate the previous year's actual equipment costs.

**Foremen:** A person(s) designated by the Municipality responsible for overseeing all work covered under this Contract and is responsible to the Contract Administrator.

**Maintenance Work:** Routine activities performed on a regular basis or in response to uncontrollable events upon the state trunklines. Also includes planned activities to state trunklines to preserve functional condition and any work authorized by a TWA.

**Maintenance of State Trunkline highways/lane miles maintained:** The Municipality is to provide the winter and non-winter maintenance activities on its miles as identified within the work plan.

**Michigan State Transportation Commission:** The policy-making body for all state transportation programs. The Commission establishes policy for the Michigan Department of Transportation in relation to transportation programs and facilities and other such works as related to transportation development as provided by law. Responsibilities of the Commission include the development and implementation of comprehensive transportation plans for the entire state, including aeronautics, bus and rail transit, providing professional and technical assistance, and overseeing the administration of state and federal funds allocated for these programs.



**Non-Winter Maintenance Budget:** The portion of the Budget allocated to non-winter maintenance activities.

**Office of Commission Audit (OCA):** The office that reports directly to the Michigan State Transportation Commission. The Office of Commission Audits is charged with the overall responsibility to supervise and conduct review activities for the Department of Transportation. The auditor submits to the Commission reports of financial and operational audits and investigations performed by staff for acceptance.

**Region Engineer:** The Department's designated chief engineer responsible for the oversight of each region of the Department or that region's designee.

**Review:** A financial statement review is a service under which the accountant obtains limited assurance that there are no material modifications that need to be made to an entity's financial statement for them to be in conformity with the applicable financial reporting framework. OCA's review will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and the standards applicable to attestation engagements contained in *Governmental Auditing Standards* issued by the Comptroller General of the United States. A review consists primarily of inquires of personnel and the application of analytical procedures to data.

**Schedule C Equipment Rental Rates:** The department's annual list of statewide hourly equipment rental rates that shall be charged for the use of road equipment calculated from the average costs submitted by each agency in the "Equipment Questionnaire".

**Small Road Tools:** Hand tools which do not have power assist (non-powered) used for general road and bridge maintenance such as rakes, shovels, brooms, etc.

**Small Power Tools:** Work tools powered by electricity or battery power and have a rental rate assigned.

**State Administrative Board:** A Board that consists of the Governor, Lieutenant Governor, Secretary of State, Attorney General, State Treasurer, and the Superintendent of Public Instruction. The DTMB designates a Secretary to the State Administrative Board and provides for staff support. The State Administrative Board has general supervisory control over the administrative activities of all state departments and agencies, including but not limited to, the approval of contracts and leases, oversight of the state capital outlay process and the settlement of small claims against the state. The State Administrative Board functions through three standing committees (Finance and Claims, Building, Transportation and Natural Resources) which make recommendations to the Board. The State Administrative Board meets the first and third Tuesday of each month.

**State Trunkline Highway:** A road, highway, or freeway under the jurisdiction of the Department, and usually numbered as an M, US, or Interstate Route.

**Termination for Cause:** The exercise of MDOT’s right to terminate this Contract “for cause”, in whole or in part, if the Municipality, as determined by MDOT: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose MDOT to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

**Termination Date:** The date the contract is no longer effective.

**Transportation Work Authorization (TWA):** A written order for work not covered by the Budget. Funding for the TWA is reimbursed to the Municipality in addition to the annual Budget.

**Transportation and Natural Resources Committee:** A committee that approves the award of Michigan Department of Transportation (MDOT) contracts and agreements; Department of Natural Resources (DNR) oil, gas, and mineral leases; conveyance of submerged lands. The committee meets the Wednesday before the State Administrative Board meeting. The agenda is prepared by MDOT and DNR.

**Winter Maintenance:** Maintenance Work centered on the process to remove snow and ice from the trunkline to provide a reasonably clear and bare driving surface under prevailing winter conditions. The activity numbers that define the Budget line items for winter maintenance are:

1410: Winter maintenance

1440: Winter road patrol (*See winter maintenance patrol below*)

1490: Other winter maintenance (*Shall include maintenance items resulting from winter maintenance, but not actual winter maintenance, i.e. sweeping and flushing immediately after winter ends*)

This work includes all material costs required to conduct work under the above activity numbers.

**Winter Maintenance Patrol:** An employee assigned to monitor state trunkline road conditions during the winter at times outside the normal workday, i.e. 2nd or 3rd shift.

**Work Plan:** An annual outline of maintenance activities to be performed under this Contract. The components of the plan include the amount of Budget allocated to each routine maintenance activity group, a list of prioritized maintenance activities, and may include a proposed timeframe for completion.

**APPENDIX B**

**MICHIGAN DEPARTMENT OF TRANSPORTATION**

**MUNICIPALITY CONTRACT**

**OVERHEAD SCHEDULE**

**Effective October 1, 2024, through September 30, 2029**

| Original Annual<br>Budget Amount | Percent<br>Allowed<br>for<br>Overhead | Percent<br>Allowed<br>for Small<br>Tools | Total<br>Percent<br>Allowed |
|----------------------------------|---------------------------------------|--|-----------------------------|
| Up to \$25,000 _____             | 11.00 _____                           | .50 _____                                | 11.50                       |
| \$25,001 to \$50,000 _____       | 10.25 _____                           | .50 _____                                | 10.75                       |
| \$50,001 to \$75,000 _____       | 9.50 _____                            | .50 _____                                | 10.00                       |
| \$75,001 to \$100,000 _____      | 8.75 _____                            | .50 _____                                | 9.25                        |
| \$100,001 and over _____         | 8.00 _____                            | .50 _____                                | 8.50                        |

**APPENDIX C**  
**PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

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

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

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

Revised June 2011

**APPENDIX D**

**STATE ADMINISTRATIVE BOARD  
RESOLUTION 2017-2  
PROCEDURES APPLICABLE TO MDOT CONTRACTS AND GRANTS  
AND  
RECISSION OF RESOLUTION 2011-2**

WHEREAS, the State Administrative Board (“Board”) exercises general supervisory control over the functions and activities of all administrative departments, boards, commissioners, and officers of this State, and of all State institutions pursuant to Section 3 of 1921 PA 2, MCL 17.3;

WHEREAS, the Board may adopt rules governing its procedures and providing for the general conduct of its business and affairs pursuant to Section 2, of 1921 PA 2, MCL 17.2;

WHEREAS, exercising its power to adopt rules, the Board adopted Resolution 2011-2 on August 30, 2011, establishing a \$500,000 or more threshold for Board approval of the Michigan Department of Transportation (“MDOT”) Professional Engineering Consultant Contracts and Construction Contracts and increasing the threshold for Board approval for Service Contracts to \$250,000 or more for initial contracts and \$125,000 or more for an amendment to a Service Contract;

WHEREAS, the Board has adopted Resolution 2017-1, raising the threshold for Board approval of contracts for materials and services to \$500,000 or more for the initial contract and \$500,000 or more for contract amendments, and rescinding Resolution 2011-1;

WHEREAS, MDOT is a party to a considerable number of contracts, the majority of which are funded via grants administered by federal agencies including the U.S. Department of Transportation’s Federal Highway Administration, Federal Transit Administration, Federal Railroad Administration, and Federal Aviation Administration, which oversee MDOT’s administration of such contracts and amendments thereto;

WHEREAS, MDOT has implemented internal procedures to assure the proper expenditure of state and federal funds and is subject to financial and performance audits by the Office of Commission Audits pursuant to 1982 PA 438, MCL 247.667a;

WHEREAS, MDOT is a party to a significant number of contracts which by their nature involve substantial consideration and often require amendments arising out of changes in scope, differing field conditions and design errors and omissions;

WHEREAS, delays in the approval of amendments to contracts can result in postponement of payments to subcontractors and suppliers; work slowdowns and stoppages; delays in the completion of projects; exposure to additional costs; and exposure to litigation arising out of contractor claims; and

WHEREAS, recognizing the Board's duty to promote the efficiency of State Government, the Board resolves as follows:

1. Resolution 2011-2 is rescinded.
2. A contract for professional design, engineering or consulting services requiring MDOT prequalification in connection with the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Professional Engineering Consultant Contract") or a contract for the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Construction Contract") must be approved by the Board prior to execution by MDOT if the amount of the contract is \$500,000 or more. MDOT may obtain approval of the solicitation of a Professional Engineering Consultant Contract or a Construction Contract which, based on the estimate prepared by an engineer employed by the State of Michigan, is estimated to be \$500,000 or more. A contract arising out of such solicitation must be approved by the Board prior to execution by MDOT if the amount of the contract exceeds 110% of the State engineer's estimate.
3. An amendment to a Professional Engineering Consultant Contract or a Construction Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments exceed 10% of the original contract, except that an amendment to a Professional Engineering Consultant Contract or a Construction Contract need not be approved by the Board if: a) approved in accordance with applicable federal law or procedure by a representative of a federal agency contributing funds to the project that is the subject of the contract; or b) approved in accordance with MDOT's internal procedures provided the procedures include approval by at least one MDOT employee who has managerial responsibility and is neither the project manager nor directly involved in the administration of the project.
4. A contract for services not requiring MDOT prequalification ("Service Contract") in the amount of \$500,000 or more must be approved by the Board prior to execution by MDOT. A Service Contract does not include a Professional Engineering Consultant Contract or a Construction Contract.
5. An amendment to a Service Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments total \$500,000 or more. Thereafter, an amendment to a Service Contract must be approved by the Board if the amount of the amendment and

the sum of all amendments executed after the most recent Board approval total \$500,000 or more.

6. A contract involving the conveyance of any real property interest under the jurisdiction of MDOT must be approved by the Board prior to execution by MDOT if the fair market value of the interest is \$500,000 or more. Fair market value must be determined in accordance with procedures approved by the State Transportation Commission.

7. MDOT may enter into a contract with a sub-recipient without approval of the Board if: a) the purpose of the contract is to provide federal or state matching funds for a project; b) MDOT has been authorized by an agency administering any federal funds to award them to the sub-recipient; and c) the sub-recipient has agreed to fully reimburse the State in the event the sub-recipient does not use the funds in accordance with the purpose of the funding. A sub-recipient includes, but is not limited to, a local unit of government, a governmental authority, a private non-profit entity, and a railroad or rail service provider.

8. MDOT may enter into a cost participation contract with a local unit of government without approval of the Board if: a) the contract involves the construction or physical improvement of a street, road, highway, bridge or other structure congruous with transportation; b) the construction or improvement is funded by federal, state or local funds; and c) the contract is approved by each entity providing funds or in accordance with applicable law.

9. MDOT may enter into a contract in connection with the award of a grant including state matching funds, to a local unit of government, a governmental authority, a private non-profit entity, a railroad or a rail service provider, without approval of the Board if the contract provides that the recipient will fully reimburse the State in the event grant funds are not used in accordance with the terms of the grant.

10. MDOT may enter into a contract with an airport sponsor without approval of the Board if the contract has been approved by the Michigan Aeronautics Commission.

11. MDOT may enter into a contract or award a grant without approval of the Board in situations where emergency action is required. For all emergency contracts or grants of \$250,000 or more, MDOT must transmit to the Board a written report setting forth the nature of the emergency and the key terms of the contract or grant within 30 days of executing the contract or awarding the grant.



12. Notwithstanding any provisions of this resolution, the Board may require MDOT to report the status of any project and may require MDOT to obtain Board approval of any contract, grant or any amendment to a contract.

This Resolution is effective April 25, 2017.



**APPENDIX E**

**SUBCONTRACT REQUIREMENTS**

**SUMMARY OF STATE ADMINISTRATIVE BOARD  
REQUIREMENTS FOR AMENDMENTS  
(PREVIOUSLY REFERRED TO AS OVERRUNS,  
EXTRA’S AND ADJUSTMENTS)**

**Administrative Board Resolution (2017-2, April 25, 2017)**

**State Administrative Board approval is required on all contracts (including subcontracts) when the sum of the contract including any optional year(s) is \$500,000 or greater.**

**Amendments**

| <b>Subcontract Requirements:</b>   | <b>Amendment Amount</b>     | <b>State Administrative Board (SAB) Approval Requirements:</b>   |
|--|-----------------------------|--|
| <ul style="list-style-type: none"> <li>• <b>Region Engineer approval required prior to start of work.</b></li> <li>• <b>Form 426 must be signed by the Region Engineer.</b></li> <li>• <b>Documentation of amendment is required by the Municipality.</b></li> </ul> | <b>\$499,999 or less</b>    | <p><b>Not required</b></p> <p><b>Note:</b> Emergency contracts \$250,000 or greater require SAB approval.</p>  |
| <ul style="list-style-type: none"> <li>• <b>Send revised Form 426 to the Transportation Systems Management Operations (TSMO), Contract Specialist for review and approval prior to the start of work.</b></li> </ul>   | <b>\$500,000 or greater</b> | <p><b>Required prior to the start of work.</b></p> <p><b>Note:</b> When the sum of the contract and all amendments total \$500,000 or greater, SAB approval is required.</p> |

**Definition of Term:** Amendment includes situations where the original contract quantity or contract cost is exceeded. It also includes situations where quantities or work are added to the original contract as extra’s or adjustments.

January 30, 2024



GRETCHEN WHITMER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF TRANSPORTATION  
LANSING

BRADLEY C. WIEFERICH, P.E.  
DIRECTOR

**APPENDIX F**

**SAMPLE: Letter of Understanding**

Date

Contract Agency Name

Address

Contact Person, Title

**RE: Letter of Understanding for State Trunkline Maintenance Contract between Michigan Department of Transportation (MDOT) and the (insert name of contract agency)**

Dear \_\_\_\_\_:

This Letter of Understanding is in follow up to our recent meeting held on \_\_\_\_\_ and will serve as a reference to clarify the Scope of Work set forth in Section 1, of the State Trunkline Maintenance Contract.

The Scope of Work will be limited to (insert type of work activities and frequency of work to be performed) on the state trunkline (indicate routes) in the City (or Village) of \_\_\_\_\_. The work activities are to be conducted by the City (Village) as a part of the Contract with MDOT.

The Scope of Work shall include traffic control to perform the work.

Reimbursement for Snow Hauling will be limited to (insert agreed upon snow hauling parameters) and will be reimbursed at (insert snow hauling rate)% of the total costs of snow hauling. For any additional snow hauling outside of these parameters, MDOT will not participate in the cost unless written approval is received prior to the snow hauling. The Municipality Snow Hauling Calculation form (Appendix H) is attached.

Request for reimbursement of the Scope of Work activities identified herein shall be in accordance with Section 16 of the Contract. Payment for items with Firm Unit Prices will be in accordance with the attached Municipality Firm Unit Prices form (Appendix G) attached.

Subcontracting of any work activities shall be in accordance with Section 9 of the Contract.

Name  
Page 2  
Date

Please sign each of the two original letters enclosed. Please keep one copy for your records and return the other copy to my attention.

Sincerely,

Name  
Maintenance Coordinator (or Engineer)  
MDOT \_\_\_\_TSC

**APPROVED BY:**

City (Village) of \_\_\_\_\_ agrees to the terms and conditions stated in this agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Name, Title

**APPROVED BY:**

\_\_\_\_\_  
Region Engineer  
Michigan Department of Transportation

Date \_\_\_\_\_

**Appendix G**

Michigan Department  
of Transportation  
0572 (03/2024)

[Clear Form](#)

**MUNICIPALITY FIRM UNIT PRICES**

|                   |                |
|-------------------|----------------|
| MUNICIPALITY NAME | EFFECTIVE DATE |
|-------------------|----------------|

| TYPE OF MATERIALS PRODUCED OR SUPPLIED | UNIT OF MEASURE | UNIT PRICE | ITEM LOCATION | PRICE INCLUDES |
|--|-----------------|------------|---------------|----------------|
|  |                 |            |               |                |
|  |                 |            |               |                |
|  |                 |            |               |                |
|  |                 |            |               |                |
|  |                 |            |               |                |
|  |                 |            |               |                |

**INSERT ABOVE, THE FOLLOWING APPLICABLE NUMBER(S):**

Type of Materials produced or supplied by Municipality

1. Aggregate
2. Winter Sand
3. Salt
4. Other (Describe): \_\_\_\_\_

Item Locations

1. Pit Site
2. Yard
3. Other (Describe): \_\_\_\_\_

Price Includes

1. Processing or Mixing Costs
2. Stockpiling or Hauling to Stockpile Costs
3. Royalty Costs
4. Municipal Supplied Salt or Calcium Chloride (when used in a winter salt/sand mixture)
5. Winter Sand
6. Bituminous Costs
7. Other (Describe): \_\_\_\_\_

| MUNICIPALITY SUBMITTED BY |       |      |
|---------------------------|-------|------|
| NAME                      | TITLE | DATE |

| MDOT APPROVED BY |       |      |
|------------------|-------|------|
| NAME             | TITLE | DATE |

# Appendix H

Michigan Department  
of Transportation  
5191 (02/2024)

## MUNICIPALITY SNOW HAULING CALCULATION FORM

Clear Form

Definitions

|                          |       |                |
|--------------------------|-------|----------------|
| <b>MUNICIPALITY NAME</b> | ROUTE | EFFECTIVE DATE |
|--------------------------|-------|----------------|

**SKETCH OF ROADWAY AND SNOW HAULING LIMITS**

|  |   |
|--|---|
| TOTAL WIDTH OF SNOW HAULING (WSH)<br><div style="text-align: center;">ft</div> | WIDTH OF AREA DESIGNATED FOR TRAFFIC MOVEMENT (ADTM)<br><div style="text-align: center;">ft</div> |
| SNOW HAULING RATE (SHR): $SHR = ADTM / WSH \%$<br>SHR: _____ / _____ = _____ % |   |

| MUNICIPALITY SUBMITTED BY |       |
|---------------------------|-------|
| NAME                      | TITLE |

| MDOT APPROVED BY |       |
|------------------|-------|
| NAME             | TITLE |

## DEFINITIONS

**Total Width of Snow Hauling (WSH):** Total width of the roadway, parking lanes, and sidewalks from which snow will be removed during snow hauling operations.

**Width of Area Designated for Traffic Movement (ADTM):** The portion of the highway right-of-way that is intended for traffic movement. The ADTM does not include parking lanes, sidewalks, or buffer areas that are part of the right-of-way.

### Sample Calculation

Total road right-of-way is 66 feet, which includes three 12-foot lanes, two 8-foot parking lanes, and 7 feet of sidewalk and buffer space on each side of the roadway. No snow will be hauled from the area beyond the sidewalks.

WSH: 66 feet  
ADTM: 36 feet

Snow Hauling Rate:  $36 \text{ feet (ADTM)} / 66 \text{ feet (WSH)} = 55\%$

# OSHA EMERGENCY RESPONSE STANDARD

## Frequently Asked Questions



### WHAT IS THE OSHA EMERGENCY RESPONSE STANDARD (ERS)?

The proposed ERS rule efforts began in 2007 and is intended to replace OSHA's existing Fire Brigades standard, 29 CFR 1910.156, which primarily covers only fire fighters employed by private industry to respond to on-site incidents.

The current Fire Brigade Standard has only had minor updates in the 43 years since it was published.

The focus of the proposed ERS is to provide basic workplace protections for workers who respond to emergencies as part of their regularly assigned duties. At present, there are virtually no federal regulations to ensure fire fighters' safety on the job.

### WHAT ARE THE COMPONENTS OF THE ERS?

- The scope of the proposed rule is significantly larger than the previous standard, which only applied to privately employed Workplace Emergency Response Employees (WEREs) who provided only on-site firefighting services. The expanded scope also will apply to Emergency Service Organizations (ESOs), which include public and municipal fire departments within states with OSHA-approved state plans.
- OSHA would require both WEREs and ESOs to comply with the relevant portions of the NFPA and ANSI/ISEA standards. In other provisions, OSHA would require WEREs and ESOs to provide the equivalent to some NFPA standards.
- The updated Emergency Response Standard expands on previously established OSHA standards and proposes additional requirements to several areas including, but not limited to:
  - Requirements for ESOs to develop emergency response plans based on community risk assessments and identify required resources and deployment strategies for various types of emergency incidents.
  - OSHA proposes requiring ESOs to include employee representatives in the development of these assessments and plans.

- Establishes baselines for medical and physical evaluations of ESO and WERE members.
- Requires access to behavioral health resources.
- Provides guidelines for staffing levels, without requiring minimum staffing levels.
- Establishes minimum training requirements.
- Establishes minimum guidelines for vehicle inspection and maintenance programs.
- Establishes guidelines for PPE requirements.
- Establishes requirements for after-action reviews with a requirement for employee representation involvement.

### WHO IS IMPACTED BY THE UPDATED ERS?

OSHA-approved state plans that cover both private and state/local government workers. These states are required to follow the OSHA ERS:

|                   |                       |                   |
|-------------------|-----------------------|-------------------|
| <b>Alaska</b>     | <b>Michigan</b>       | <b>Tennessee</b>  |
| <b>Arizona</b>    | <b>Minnesota</b>      | <b>Utah</b>       |
| <b>California</b> | <b>Nevada</b>         | <b>Vermont</b>    |
| <b>Hawaii</b>     | <b>New Mexico</b>     | <b>Virginia</b>   |
| <b>Indiana</b>    | <b>North Carolina</b> | <b>Washington</b> |
| <b>Iowa</b>       | <b>Oregon</b>         | <b>Wyoming</b>    |
| <b>Kentucky</b>   | <b>Puerto Rico</b>    |                   |
| <b>Maryland</b>   | <b>South Carolina</b> |                   |

These states are required to follow the OSHA ERS or adopt a state regulation that is at least as effective as the OSHA regulation. Six additional states and one U.S. territory (Virgin Islands) have OSHA-approved state plans that cover state and local government workers only:

|                    |                      |                       |
|--------------------|----------------------|-----------------------|
| <b>Connecticut</b> | <b>Massachusetts</b> | <b>Virgin Islands</b> |
| <b>Illinois</b>    | <b>New Jersey</b>    |                       |
| <b>Maine</b>       | <b>New York</b>      |                       |

### WHAT CAN YOU DO ABOUT THE ERS?

The IAFF is compiling comments on the updated standard to ensure IAFF members have the most comprehensive protections. All locals impacted are encouraged to submit comments by the deadline.



# OSHA EMERGENCY RESPONSE STANDARD

## Frequently Asked Questions



### COMMENTING

The OSHA Emergency Response proposed rule has been officially published in the Federal Register. Use the QR code to view:



[View the Standard](#)

Public comments in response to this proposed rule **must be submitted by June 21, 2024.**

Comments can be submitted to the Emergency Response Docket. Use the QR code to view:



[Submit your comments here](#)

### HOW TO COMMENT

- **Comment box:** can upload full comments text or identify local or organization and that you are submitting comments.
- **What is your comment about:** Proposed Rules
- **Upload file:** Feel free to upload PDF version of comments and any attachments.
- **Email:** provide a valid email address
- **Tell us about yourself:** Identify if you are an individual (single person is author) or submitting on behalf of an organization (a company, organization, or agency)

### WHAT DOES THE IAFF NEED FROM YOU FOR THE ERS?

The IAFF is developing technical comments on the updated standard to ensure IAFF members have the most comprehensive protections. We need affiliates to submit anecdotal comments illustrating the need for the updated regulations within the standard.

### ADDITIONAL QUESTIONS

For questions related to the regulatory process or accessing, reviewing, and submitting the proposed regulations, please email IAFF Government Affairs Director Evan Davis at [edavis@iaff.org](mailto:edavis@iaff.org).

For questions on specific regulations and applications, email IAFF Health and Safety Director Sean DeCrane at [sdecrane@iaff.org](mailto:sdecrane@iaff.org).

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NEW ARTICLES



## OSHA Proposes Emergency Response Rule

by: Mark N. Duvall, Jayni A. Lanham, Heidi P. Knight of Beveridge & Diamond  
PC - [News & Events](#)

Posted On Tuesday, June 11, 2024



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The Occupational Safety and Health Administration (OSHA) has proposed to update its long-standing emergency response requirements, and stakeholders still have an opportunity to provide their input to OSHA. OSHA published a proposed rule in February, [89 Fed. Reg. 7774 \(Feb. 5, 2024\)](#), which would replace the 40-year-old Fire Brigades Standard and make notable changes to some other standards. OSHA has extended the comment period until July 22, 2024, so there is still time to comment on the proposal.



## Current Fire Brigades Standard

The current Fire Brigades Standard, 29 C.F.R. § 1910.156, promulgated in 1980, focuses on fire brigades, industrial fire departments, and private or contractual type fire departments. Specifically, it outlines organization, training, and personal protective equipment requirements. In contrast, the proposed rule would address a wider range of hazards; reflect changes and improvements to protective clothing, equipment, and safety and health practices; and align with industry consensus standards issued by the National Fire Protection Association (NFPA).

## Scope of the Proposed Rule

The proposed rule's scope substantially expands beyond firefighting services to include private employers who provide other emergency services, such as pre-hospital EMS and technical search and rescue services. Public and municipal fire departments in states with OSHA-approved State Plans would also be affected. The new standard would introduce two categories of emergency response employers:

- **Workplace Emergency Response Employers (WEREs):** Employers engaged in manufacturing, processing, and warehousing with a workplace emergency response team that responds to emergency incidents, such as firefighting, emergency medical services, and technical search and rescue, in addition to their daily work. Many industrial establishments may qualify as WEREs.
- **Emergency Service Organizations (ESOs):** Employers whose primary function (or whose employees' primary function) involves providing services such as firefighting, emergency medical service, and technical search and rescue. ESOs are primarily likely to be dedicated emergency responders, such as local fire departments.

While the proposed rule would not apply to “true volunteers,” it would extend to volunteers who receive “significant remuneration,” as they are considered employees under federal law. In states with OSHA-approved State Plans, however, a volunteer may be treated as an employee under relevant state law.

The proposed rule would follow an all-hazards approach, aiming to protect

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response activities. Moreover, it would not apply to activities covered by 29 C.F.R. § 1910.120 (Hazardous Waste Operations and Emergency Response (HAZWOPER)) and 29 C.F.R. § 1910.146 (Permit-Required Confined Spaces). Instead, it would make limited changes to HAZWOPER itself.

## Key Elements of the Proposed Rule

### HAZWOPER

The proposed changes to HAZWOPER are minimal. One update would change HAZWOPER's cross-reference to personal protective equipment requirements to align with the new rule. Additionally, the proposed rule would revise Appendix B to § 1910.120, replacing three outdated NFPA standards related to personal protective equipment. Instead, it would incorporate by reference the current NFPA standard, which sets requirements for ensembles used by emergency responders during hazardous materials emergencies and CBRN (chemical, biological, radiological, and nuclear) terrorism incidents.

### NFPA Standards

In total, the proposed rule would incorporate 22 NFPA standards by reference. OSHA believes that most WEREs and ESOs currently adhering to these standards already closely or completely comply with many provisions of the proposed rule, as, according to OSHA, the NFPA standards are generally regarded as industry best practices. While a few standards would apply only to ESOs, a large number would be applicable to WEREs. Those standards would thus be legally enforceable against industrial establishments covered by the proposed rule. Among other things, covered employers would have to meet:

- Job performance requirements for driving and operating fire apparatus; marine firefighting for land-based firefighters; technical rescue operations; fire officer duties; fire brigade operations; and emergency vehicle technicians.
- Training requirements for fire service personnel to perform rapid intervention operations to rescue firefighters.
- Various protective clothing, equipment, and ensemble requirements for technical rescue; surface water operations; contaminated water dive operations; structural and proximity firefighting; wildland firefighting; wildland-urban interface firefighting; and emergency medical operations.
- Requirements for establishing an inspection, maintenance, refurbishment, retirement, and testing program for emergency service vehicles and marine firefighting vessels.
- Other personal protective equipment requirements for self-contained breathing apparatus (SCBA); personal alert safety systems (PASS); respirators for wildland firefighting operations and wildland urban interface operations; respiratory equipment for tactical and technical operations;

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Notably, ESOs would be subject to more stringent requirements under the proposed standard compared to WEREs. This is because emergency response duties are merely collateral to WEREs' primary work responsibilities, reducing exposure to related hazards.

Covered employers would be subject to several written requirements. WEREs and ESOs would have to:

- Prepare an **emergency response program (ERP)** to ensure the employer is prepared to safely respond to and operate in emergency and non-emergency situations and to provide for the occupational safety and health of team members and responders. Employers would have to share a central plan containing emergency procedures with supervisors and employees. Further, WEREs would have to establish the existence and organizational structure of a Workplace Emergency Response Team (WERT).
- Create a **risk management plan** containing a control plan to reduce risks as low as reasonably practicable. At a minimum, the plan would have to cover risks to team members and responders; training; vehicle operations (both emergency and non-emergency); operations at emergency incidents; non-emergency services and activities; and activities that lead to exposure to combustion products, carcinogens, and other incident-related health hazards. WEREs and ESO would still have to address all reasonably anticipated hazards even if some are not covered by the minimum requirements.
- Establish **pre-incident plans (PIPs)** containing information to assist the employer in preparing for emergencies and aid in decision-making during the incident. WEREs specifically would have to create a PIP for locations within the facility where team members may be called to provide service as determined by a facility and vulnerability assessment. PIPs would also have to include the locations of unusual hazards, fire suppression systems, and smoke control and evacuation systems.
- Establish **standard operating procedures (SOPs)** for emergency events the employer is reasonably likely to encounter, including situations involving unusual hazards, incidents beyond their capabilities, and contaminants and decontamination of team members. This determination would be based on factors such as the types and levels of services and community or facility vulnerability assessments. It would also establish protocols for vehicle operations, radio communication and terminology, operations at potentially unsafe locations, evacuation, Mayday situations, and medical monitoring.
- Create an **incident management system (IMS)** that would establish functions for managing incidents, describe the roles and responsibilities to be assumed by team members and responders, and standard operating procedures to be utilized. The IMS would have to adapt to different situations, provide for clear communication and collaboration, and indicate the incident commander's responsibilities and minimum training requirements.

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- Establish requirements based on the duties performed (i.e., establish more stringent requirements for team members and responders who perform more physically demanding work or are exposed to more hazards).
- Maintain confidential records for each team member and responder, including duty restrictions based on medical evaluations; occupational illnesses and injuries; and exposures to combustion products, known or suspected toxic substances, infectious diseases, and other dangerous substances.
- Provide medical evaluations at no cost to the team member or responder to determine fitness for duty at the time of initial assignment and at least every two years. The evaluation would have to include medical and work history, a physical examination, and an assessment of heart disease.
- Offer behavioral wellness recourses at no cost to the team member or responder to address mental health issues and psychological stressors associated with the job.

With respect to training requirements, covered employers would have to:

- Establish minimum training requirements based on the type of duty performed.
- Ensure each team member or responder receives training in the beginning and throughout their employment. New team members or responders cannot perform a given duty until they have demonstrated to a supervisor or trainer that they can safely execute those responsibilities.
- Ensure trainers and instructors possess the necessary skills to teach trainees effectively. Training would have to be delivered in a language and at a literacy level that employees can comprehend. Additionally, instructors would be required to account for social context and cultural appropriateness.
- Provide training on the use of personal protective equipment and portable fire extinguishers.
- Provide training for safe exit, evacuation, and life-saving intervention protocols.
- Ensure all team members and responders comply with 29 C.F.R. § 1910.120(q)(6)(i) (HAZWOPER), which establishes training requirements for employees who may encounter hazardous materials. This would extend the requirement from hazmat teams to other team members and responders, as they are typically the first to arrive at such scenes.
- Perform annual skills checks.

Finally, the proposed rule would adopt several facility preparedness requirements. WEREs specifically would have to:

- Comply with 29 C.F.R. Part 1910, Subpart E (Exit Routes and Emergency Planning) and 29 C.F.R. Part 1910, Subpart L (Fire Protection), which requires fire detection, alarm, and notification systems maintenance.

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- Ensure fire hose connections and fittings are compatible with ESOs in the event an ESO provides the WERE with support.

## Comments

At this time, OSHA has posted 192 comments on the proposal, reflecting a high level of stakeholder concerns.

The original comment deadline was May 6. However, OSHA published a Federal Register notice on March 28 extending that deadline to June 21. OSHA has now published an extension of the comment period until July 22, 2024, [89 Fed. Reg. 49119 \(June 11, 2024\)](#), to give stakeholders additional time. Commenters might want to consider the following issues:

- Should OSHA consider alternative compliance dates, given the substantial scope of the proposed rule and the numerous requirements it introduces?
- How would the new rule build on, coexist with, or supplant existing OSHA standards related to emergency response?
- What administrative burdens will the various new requirements and their associated review cycles pose?
- How can incorporating several NFPA standards by reference and making those standards enforceable by law pose compliance, feasibility, and administrative burdens?

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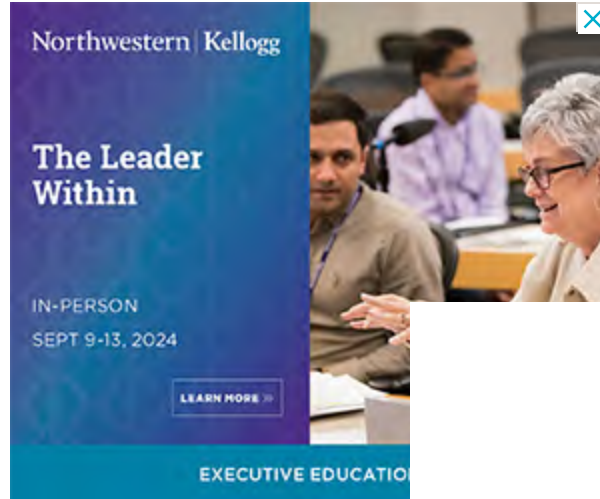
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# OSHA New Proposed Regulation: Emergency Response Standard

James S. Sinclair  
Stobbs & Sinclair, Ltd.  
**May 29, 2024**

Comment Period → June 21, 2024

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## Background

- Federal OSHA Fire Brigade regulation is the current standard
  - 1910.156 (CFR)
- OSHA now asserts a need to update rules and procedures to prevent firefighter casualties and injuries.
- Intending to align with FEMA and NFPA post 9/11.
- Process has been ongoing for several years.
  - Initial draft by NACOSH (National Advisory Committee on Occupational Safety & Health)

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## What does Federal OSHA say it looked at in developing the new rule?

- Fatalities
- Nonfatal Injuries
- Health Effects of Emergency Response Activities
  - Exposures
    - Combustion Products
    - Other Contaminants and Substances
    - Infectious Diseases
- Cancer
- Cardiovascular Disease
- Respiratory Diseases and Effects
- Mental Health
- Suicide
- Exposure to Violence

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## Impact on Fire Service?

- New regulations will apply to the Career, and Non-Career Fire Service, and to other Emergency Response Organizations.
- Career Departments will have to comply.
- Departments with “employees” will have to comply.
- Federal OSHA, however, asserts that the new rule will not apply to “non-employee” (volunteer) fire departments and organizations.
- “Volunteer” under OSHA: (29 FR 7799)
  - “...the Act does not cover true volunteers. However, some workers labeled as volunteers may actually be considered employees under Federal Law because they receive a certain level of compensation...”
  - “OSHA believes that volunteer emergency responders rarely receive compensation substantial enough to render them employees under this “significant remuneration” legal test and thus OSHA does not expect many emergency responders will fall into this category.

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## Federal OSHA – Cost Estimates

- OSHA estimates between \$14,397.00 - \$15,389.00 as the average cost of compliance for small public State Plan entities.
- This cost does not take into account the non-pecuniary compliance burden placed on unpaid fire department personnel.
- If adopted, Illinois OSHA will be required to implement the new regulations within 6 months of the date the final version is promulgated.

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## What About Illinois?

- Illinois is a “State Plan” jurisdiction (22 states)
- Federal OSHA Regulations automatically apply in Illinois to all Illinois Fire Departments (and public sector employees.)
- When the new Federal OSHA Regulations take effect, Illinois OSHA (Illinois Department of Labor) will be required to enforce them.

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## **Federal OSHA states:**

“Organizations that provide emergency services vary significantly in size and type(s) of service(s) they provide. They are often not well suited for ‘one-size-fits-all’ prescriptive standards.”

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## **Federal OSHA states that the new rule is a :**

“‘Performance-based’ standard which provides flexibility for affected employers to establish the specific criteria that best suits their organization.”

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## What Changes under the Proposed Regulation?

- Complete replacement of the Fire Brigade Standard (1910.156)
  - Removes the Fire Brigade and is implementing extensive new standards to follow.
- Revision of Hazardous Waste Operations and Emergency Response Standard (1910.120)
- Revision of Respiratory Protection Standard (1910.134)
- Multiple NFPA standards (and other industry standards) will be the source for new rules.
  - **22 NFPA STANDARDS WILL BE THE RULE.**
  - **14 NFPA STANDARDS WILL GUIDE THE RULE.**

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## “Incorporation by Reference” (IBR)

- NFPA Standards will be “In Haec Verba”
- Translation: even though it is not written in the OSHA Rule, the IBR NFPA standards will be the standard.
- Practical Effect: you must have access to the NFPA standards to know what the rule is.
  - Access
    - Online – free version. However, limited to a “read-only” site. The Documents cannot be downloaded or printed.
    - Otherwise, print and other formats are available for purchase.
  - Cost
    - Print version of each individual code is about \$150.
    - For the purchase of all required codes = \$3,300 - \$5,400

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## WARNING:

- The proposed regulations are full of acronyms!
- See the cheat sheet with the handout for the program.
- What follows is a high level view – no guarantee that absolutely everything presented is 100% correct or complete – we are hitting the high points here.

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## Breakdown of the Changes

### Current Standard:

#### Fire Brigade (1910.156)

- Requires employers to organize and train fire brigades and provide personal protection equipment to the brigade.

### Proposed Standard:

#### Emergency Response (1910.156)

- Unlike the current standard, the new standard will differentiate between regular employers and firefighting or EMS employers.
- Non-emergency employers = Workplace Emergency Response Employer (WEREs)
- EMS and Fire employer = Emergency Service Organization (ESOs)
- Does not apply to employers performing disaster relief.

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## Emergency Response Program (ERP)

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|--|---|
| <p><b>Current Standard:</b><br/><b>Fire Prevention Plans (1910.39)</b></p> <ul style="list-style-type: none"> <li>• An employer must develop a fire prevention plan in writing and make it available to be viewed in the workplace.</li> <li>• Must contain all major fire hazards, procedures to control flammable materials, and procedures for maintaining safeguards.</li> </ul> | <p><b>Proposed Standard</b><br/><b>Emergency Response (1910.156)</b></p> <ul style="list-style-type: none"> <li>• Emergency Service Organization (ESO) shall develop an Emergency Response Program (ERP) which shall provide protection for each responder who is designated to operate an emergency incident.</li> <li>• The ERP shall include a facility vulnerability assessment which touches on vacant and unsafe structures, the availability of resources, and definitions of the level and types of services offered by the ESO.</li> </ul> |
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## Team Member and Responder Participation

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| <p><b>Current Standard:</b><br/><b>Fire Brigade (1910.156)</b></p> <ul style="list-style-type: none"> <li>• N/A</li> </ul> | <p><b>Proposed Standard</b><br/><b>Emergency Response (1910.156(e))</b></p> <ul style="list-style-type: none"> <li>• The employer shall establish a processes to ensure:             <ul style="list-style-type: none"> <li>• Responders are participating in Emergency Response Program (ERP) development and modification.</li> <li>• Responders are implementing the ERP.</li> <li>• "Walk around" inspections are being performed.</li> <li>• Safety and health concerns are being reported.</li> <li>• Reports are being responded to.</li> <li>• Procedures for reporting are being posted and made available to responders.</li> </ul> </li> </ul> |
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## Risk Management Plan (RMP)

| <b>Current Standard:</b><br><b>Fire Brigade (1910.156)(c)(4)</b>   | <b>Proposed Standard</b><br><b>EMS Standard (1910.156)</b>   |
|--|--|
| <ul style="list-style-type: none"> <li>• The employer shall inform members about hazards such as storage of flammable and toxic materials in which they may be exposed to during fire and other emergencies.</li> <li>• The employer should develop and make available written procedures detailing instructions to take in situations involving special hazards.</li> </ul> | <ul style="list-style-type: none"> <li>• Employers shall develop a risk management plan (RMP) based on the type and level of services provided.</li> <li>• The plan should include                             <ul style="list-style-type: none"> <li>• Risks imposed during operations</li> <li>• Components with respects to hazards (identification, evaluating likelihood of occurrence, priorities of actions, mitigation efforts)</li> <li>• Acquiring complying equipment</li> <li>• Policy for situations regarding rescue attempts.</li> </ul> </li> <li>• RMP to be reviewed at least annually.</li> </ul> |

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## Medical and Physical Requirements

| <b>Current Standard:</b><br><b>Fire Brigade (1910.156)(b)(2)</b>   | <b>Proposed Standard</b><br><b>Emergency Response (1910.156)(g)</b>  |
|--|--|
| <ul style="list-style-type: none"> <li>• Employer shall assure employees are physically capable of performing duties.</li> <li>• Employees with medical conditions such as heart disease, epilepsy, or emphysema shall not participate unless a physician's certification of the employee's fitness to participate has been issued.</li> </ul> | <ul style="list-style-type: none"> <li>• A program shall be established covering medical evaluations. The program shall include:                             <ul style="list-style-type: none"> <li>• Cardiac and respiratory evaluation</li> <li>• Assessment of heart disease, blood pressure, and cholesterol levels.</li> <li>• Physical exam with emphasis on cardiac, respiratory, and musculoskeletal systems.</li> </ul> </li> <li>• Medical evaluations, tests, and labs shall be provided at no cost.</li> <li>• Procedures following exposure to toxic materials based on frequency and intensity.</li> <li>• Recordkeeping requirements re attendance, exposure, etc.</li> <li>• Medical evaluations based on exposure.</li> </ul> |

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## Medical and Physical Req. (continued)

| Current Standard:<br>Fire Brigade (1910.156)          | Proposed Standard<br>Emergency Response (1910.156(g))  |
|---|--|
| <ul style="list-style-type: none"> <li>N/A</li> </ul> | <ul style="list-style-type: none"> <li>Procedures shall be implemented to determine how long a responder can be absent from work due to injury without requiring return-to-work medical testing.</li> <li>Behavior and mental wellness               <ul style="list-style-type: none"> <li>Resources or identification of resources shall be provided and made available at no cost.</li> <li>May include = diagnostic assessment, counseling services, crisis intervention, referral services, etc.</li> </ul> </li> <li>All medical records and requests shall be kept confidential.</li> </ul> |

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## Health and Fitness Program

| Current Standard:<br>Fire Brigade (1910.156)          | Proposed Standard<br>Emergency Response (1910.156(g))   |
|---|---|
| <ul style="list-style-type: none"> <li>N/A</li> </ul> | <ul style="list-style-type: none"> <li>ESO shall implement a health and fitness program available to responders.</li> <li>There should be a periodic assessment within 3 years.</li> <li>Exercise training shall be made available during working hours.</li> </ul> |

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## Training Requirements

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| <p><b>Current Standard:</b><br/><b>Fire Brigade (1910.156(c))</b></p> <ul style="list-style-type: none"> <li>• Employer shall provide training and education for all members.</li> <li>• Employer shall ensure training is conducted frequently enough to assure members are capable of performing their duties.</li> <li>• The quality of training shall be similar to those recognized by OSHA.</li> </ul> | <p><b>Proposed Standard</b><br/><b>Emergency Response (1910.156(h))</b></p> <ul style="list-style-type: none"> <li>• Minimum training requirements:                             <ul style="list-style-type: none"> <li>○ Minimum knowledge of skills required</li> <li>○ Initial, ongoing, refresher, and professional development training programs.</li> <li>○ Restriction of activities for new members until they have been evaluated upon training completion.</li> <li>○ Ensure trainers are qualified.</li> <li>○ Provide training in easily understood format (simple language and literacy levels).</li> <li>○ Train over the safety; the RMP; PPE; fire extinguishers; evacuations; CPR; AED; and responder awareness level under 1910.120(q)(6)(i).</li> </ul> </li> </ul> |
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## Vocational Training

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| <p><b>Current Standard:</b><br/><b>Fire Brigade (1910.156)</b></p> <ul style="list-style-type: none"> <li>• N/A</li> </ul> | <p><b>Proposed Standard:</b><br/><b>Emergency Response (1910.156(h)(2))</b></p> <ul style="list-style-type: none"> <li>• Incorporated by reference                             <ul style="list-style-type: none"> <li>○ WERE Employers – IBR NFPA 1081</li> <li>○ ESO employers – IBR NFPA 1001</li> <li>○ Interior structural firefighting – IBR NFPA 1407</li> <li>○ Vehicle operators – IBR NFPA 1002</li> <li>○ Manager/Supervisors – IBR NFPA 1021</li> <li>○ Wildlife ESOs – IBR NFPA 1140</li> <li>○ Technical search and rescue – IBR NFPA 1006</li> <li>○ Marine environments – IBR NFPA 1005</li> </ul> </li> </ul> |
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## Facility Preparedness

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| <p><b>Current Standard:</b><br/><b>Fire Detection Systems (1910.164)</b></p> <ul style="list-style-type: none"> <li>• Employer shall install and restore all fire detection systems.</li> <li>• Detectors shall be tested and adjusted as needed to maintain proper reliability.</li> <li>• A trained and knowledgeable person shall perform service, maintenance, and testing of the system.</li> </ul> | <p><b>Proposed Standard</b><br/><b>Emergency Response (1910.156(j))</b></p> <ul style="list-style-type: none"> <li>• Employer shall ensure facility is decontaminated, disinfected, clean, and has PPE available.</li> <li>• Guidelines shall be set in place for fire poles, slides, and chutes.                         <ul style="list-style-type: none"> <li>○ Requirements:                                 <ul style="list-style-type: none"> <li>○ All four extremities must maintain contact while in use.</li> <li>○ Fire pole shall have a landing cushion at least 30 inches in diameter.</li> <li>○ Each floor hole shall be secured.</li> </ul> </li> </ul> </li> <li>• Fire detection and alarm systems shall be installed, tested, and maintained.</li> <li>• Sprinklers for new construction.</li> </ul> |
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## Equipment and PPE

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| <p><b>Current Standard:</b><br/><b>Fire Brigade (1910.156(d &amp; e))</b></p> <ul style="list-style-type: none"> <li>• Employer shall maintain and inspect the equipment at least annually.</li> <li>• Portable fire extinguishers and respirators shall be inspected at least monthly.</li> <li>• Protective clothing                         <ul style="list-style-type: none"> <li>• Employer shall ensure the clothing protects the head, body, and extremities, and consists of the following components: foot and leg protection; hand protection; body protection; eye, face, and head protection.</li> <li>• (standards for each component under 1910.156(e)(2-5).</li> </ul> </li> </ul> | <p><b>Proposed Standard</b><br/><b>Emergency Response (1910.156(k))</b></p> <ul style="list-style-type: none"> <li>• Equipment shall be provided to responders at no cost. Inspection shall occur annually and in accordance with the manufacturer's instructions.</li> <li>• PPE                         <ul style="list-style-type: none"> <li>○ PPE shall be in compliance with the following as incorporated by reference:<br/>                                 NFPA 1951, NFPA 1952, NFPA 1953, NFPA 1971, NFPA 1977, NFPA 1981, NFPA 1982, NFPA 1984, NFPA 1986, NFPA 1987, NFPA 1990, NFPA 1999, ANSI/ISEA 207-2011.</li> </ul> </li> </ul> |
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## Respiratory Protection Devices

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| <p><b>Current Standard:</b><br/><b>Fire Brigade (1910.156(f))</b></p> <ul style="list-style-type: none"> <li>• Employers must provide respirators.</li> <li>• Self-containing breathing apparatus shall have a full-facepiece and be worn while inside a building or while working with toxic products.</li> <li>• Breathing apparatus may be equipped with buddy-breathing device.</li> <li>• Apparatus may be used with approved cylinders.</li> <li>• Apparatuses must have minimum service-life rating of 30 minutes.</li> </ul> | <p><b>Proposed Standard</b><br/><b>Emergency Response (1910.156(k))</b></p> <ul style="list-style-type: none"> <li>• Omitted entire current standard.</li> <li>• Respiratory devices shall be in compliance with the following NFPA standards.                             <ul style="list-style-type: none"> <li>○ NFPA 1951, NFPA 1952, NFPA 1953, NFPA 1971, NFPA 1977, NFPA 1981, NFPA 1982, NFPA 1984, NFPA 1986, NFPA 1987, NFPA 1990, NFPA 1999, ANSI/ISEA 207-2011.</li> </ul> </li> </ul> |
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## Vehicle Preparedness and Operation

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|--|---|
| <p><b>Current Standard:</b><br/><b>Fire Brigade (1910.156)</b></p> <ul style="list-style-type: none"> <li>• N/A</li> </ul> | <p><b>Proposed Standard</b><br/><b>Emergency Response (1910.156(l))</b></p> <ul style="list-style-type: none"> <li>• Vehicles shall be inspected by the manufacturer and immediately removed from service for any safety-related deficiencies.</li> <li>• Incorporated by reference NFPA 1910</li> <li>• Procedures shall be established for vehicles with tiller steering.</li> <li>• Safety harnesses shall be provided to responders in a designated stand-up position during pump-and-roll operations.</li> <li>• Operators shall be adequately trained.</li> </ul> |
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## Pre-Incident Plans (PIPs)

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|--|---|
| <p><b>Current Standard:</b><br/><b>Fire Brigade (1910.156)</b></p> | <p><b>Proposed Standard</b><br/><b>Emergency Response (1910.156(n))</b></p>   |
| <ul style="list-style-type: none"> <li>• N/A</li> </ul>            | <ul style="list-style-type: none"> <li>• Emergency Service Organization (ESO) shall determine places in which responders provide service and develop a pre-incident plan (PIP) in which emergency incidents may occur.</li> <li>• A PIP should also be prepared for areas required under EPCRA (Emergency Planning and Community Right-to-Know Act).</li> <li>• The PIP should be detailed and include actions to be taken if an incident is out of the scope of responder's capability.</li> <li>• PIPs should be reviewed annually and made available.</li> </ul> |

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## Incident Management System (IMS)

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|--|--|
| <p><b>Current Standard:</b><br/><b>Fire Brigade (1910.156)</b></p> | <p><b>Proposed Standard</b><br/><b>Emergency Response (1910.156(o))</b></p>  |
| <ul style="list-style-type: none"> <li>• N/A</li> </ul>            | <ul style="list-style-type: none"> <li>• An incident management system (IMS) should be developed to manage all emergency incidents based on level and type of services; the vulnerability assessment; and the PIPs.</li> <li>• The IMS shall be flexible to fit various scenarios and ensure that the person in command will be able to assess the scene.</li> <li>• The IMS shall designate duties to the commander including: front-line management, overall incident safety; tactical planning and execution, and when to request additional assistance.</li> </ul> |

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## Emergency Incident Operations

| <b>Current Standard:</b><br><b>Fire Brigade (1910.156)</b> | <b>Proposed Standard</b><br><b>Emergency Response (1910.156(p))</b>   |
|--|---|
| <ul style="list-style-type: none"> <li>• N/A</li> </ul>    | <ul style="list-style-type: none"> <li>• The IMS should be utilized at each emergency incident.</li> <li>• The ESO shall assign an Incident Commander (IC) who is known to all responders on the scene.</li> <li>• Control zones shall be established by one of the following: no-entry; hot zone; warm zone; and cold zone.</li> <li>• No one can enter the no-entry zones.</li> <li>• Only authorized responders can enter the hot zone.</li> </ul> |

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## Emergency Incident Operations (continued)

| <b>Current Standard:</b><br><b>Fire Brigade (1910.156)</b> | <b>Proposed Standard</b><br><b>Emergency Response (1910.156(p))</b>   |
|--|---|
| <ul style="list-style-type: none"> <li>• N/A</li> </ul>    | <ul style="list-style-type: none"> <li>• On-scene safety and health                             <ul style="list-style-type: none"> <li>• Minimum staffing should be met.</li> <li>• 4 responders required prior to initiating an IDLH atmosphere.</li> <li>• 2 responders required to enter a structure with an IDLH atmosphere.</li> <li>• 2 responders required to wait outside.</li> <li>• While in an IDLH atmosphere, need a positive-pressure SCBA or air respirators.</li> </ul> </li> <li>• Establishment of Rapid Intervention Crew.</li> <li>• The IC should develop an Incident Action Plan (IAP) that prioritizes life safety for each incident.</li> </ul> |

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## Standard Operating Procedures

| <b>Current Standard:</b><br><b>Fire Brigade (1910.156)</b> | <b>Proposed Standard</b><br><b>Emergency Response (1910.156(q))</b>  |
|--|--|
| <ul style="list-style-type: none"> <li>• N/A</li> </ul>    | <ul style="list-style-type: none"> <li>• Standard Operating Procedures (SOPs) shall               <ul style="list-style-type: none"> <li>• Describe action to be taken in any situation</li> <li>• How to operate at incidents beyond the responder's capabilities</li> <li>• Provide a systemic approach to increase protection and safety</li> <li>• Provide vehicle operation requirement</li> <li>• Provide procedures for structurally unsound infrastructure</li> <li>• Should also cover procedures for responding to scenes under the control of law enforcement or non-emergent calls.</li> </ul> </li> </ul> |

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## Post-Incident Analysis

| <b>Current Standard:</b><br><b>Fire Brigade (1910.156)</b> | <b>Proposed Standard</b><br><b>Emergency Response (1910.156(r))</b>  |
|--|--|
| <ul style="list-style-type: none"> <li>• N/A</li> </ul>    | <ul style="list-style-type: none"> <li>• A post-incident analysis (PIA) shall be promptly completed to determine the effectiveness of a response to a large-scale incident.</li> <li>• The PIA shall include review and evaluation of the RMP, IMS, PIPs, SOPs, and IAPs for accuracy and adequacy.</li> <li>• Changes shall be implemented on lessons learned or a timeline shall be composed for implementation stages.</li> </ul> |

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## Program Evaluation

| <b>Current Standard:</b><br><b>Fire Brigade (1910.156)</b> | <b>Proposed Standard</b><br><b>Emergency Response (1910.156(s))</b>   |
|--|---|
| <ul style="list-style-type: none"> <li>• N/A</li> </ul>    | <ul style="list-style-type: none"> <li>• The ERP shall be evaluated at least annually or upon discovery of any deficiencies.</li> </ul> |

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## What will be the most immediate impacts?

- Training
- Incident and Exposure Recordkeeping
- Medical Evaluations
- Standard Operating Procedures

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## What are the Major Issues?

- Cost and funding: "Unfunded Mandate"
- Compliance administration burden
- Burn out and loss of officers and members
- Lack of flexibility for smaller, non-career, and underfunded districts and departments

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## What Do You Do About It?

Submit a Comment by June 21, 2024 stating your objections, concerns, what you want changed in the new rule and why!

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## Public Comment

- Deadline to submit is **June 21, 2024.**
- Docket No. OSHA-2007-0073
- Write comments in a separate word document.
- Electronic submission
  - Regulation.gov > Enter docket no. into search bar > Comment > attach file containing comment(s).
  - Can add multiple attachment if necessary.
- Mail-in submission
  - Paper submissions also acceptable before June 21, 2024.
  - Mail to: **Occupational Safety and Health Administration  
200 Constitutional Avenue NW  
Washington, D.C. 20210**

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## Letter to Legislative Representatives

- District's Federal Representatives
  - **Senator Richard Durbin**  
711 Hart Senate Office Building  
Washington, D.C. 20510
  - **Senator Tammy Duckworth**  
524 Hart Senate Office Building  
Washington, D.C. 20510
- Members of Congress (dependent on district location)
  - Visit → **congress.gov/members** (enter mailing address to determine your representatives)
  - Or contact IAFFPD office for assistance in locating contact information. (See Webinar materials).

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## What to Include in Comments/Correspondence

- Federal OSHA cost estimates are not realistic.
  - Include the actual estimated number pertaining to your organization.
- There is no proposal for funding new compliance requirements.
- There must be compliance flexibility built into the regulation to take into account the burden and expenses to small fire departments.
- Federal OSHA's assumption that most volunteer firefighters and emergency responders will not be covered by the new rules is incorrect as to departments like those in Illinois which are operating under a "State Plan."
  - Include how this gives the impression that the safety of an uncompensated volunteer is less important than the safety of a compensated career firefighter?

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## Effective Comments

- See supplement from OSHA.
- Clearly identify the issues with the regulatory action.
  - It may be helpful to list the page number and paragraph citation when speaking on a specific passage.
- OSHA most receptive to constructive feedback.
  - Comments are not a vote but rather meant to be used in formulating the best policy.
  - OSHA more willing to amend or modify when there is an adequate explanation for why a regulation will not be beneficial.
- Additional examples
  - Quantitative data on the economic impact.
  - List of pros and cons
  - Possible trade offs

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## Suggested Templates

- Suggested Templates for Comments to Federal OSHA are in the handout materials.
- Suggested Templates for Letters to Political Personnel are also in the handout materials.

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