

City of Swartz Creek

AGENDA

Regular Council Meeting, Monday, November 25, 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 November 12, 2024 MOTION Pg. 40
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. 62
6C. Springbrook Street Assessment Proposal Pg. 67
6D. Park and Recreation Reservation Materials Pg. 83
6E. DNR Forestry Grant Award Pg. 90
6F. Congressionally Designated Spending Award and Sub-recipient Agreement Pg. 91
7. **MEETING OPENED TO THE PUBLIC:**
7A. General Public Comments
8. **COUNCIL BUSINESS:**
8A. Appointments RESO Pg. 24
8B. Park Reservation Form Amendment RESO Pg. 27
8C. Annual Rate and Fee Schedule Adjustment RESO Pg. 27
8D. Annual EMS Review RESO Pg. 38
8E. Springbrook Street Proposal DISCUSSION
8F. Otterburn Park Sub-recipient Agreement RESO Pg. 39
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION Pg. 39

Next Month Calendar (Public Welcome at All Meetings)

Metro Police Board:	Wednesday, November 27, 2024, 11:00 a.m., Metro HQ
Planning Commission:	Wednesday, December 3, 2024, 7:00 p.m., PDBMB
City Council:	Monday, December 9, 2024, 6:00 p.m., PDBMB
Downtown Development Authority:	Thursday, December 12, 2024, 6:00 p.m., PDBMB
City Council:	Monday, December 16, 2024, 6:00 p.m., PDBMB
Fire Board:	Monday, December 16, 2024, 6:00 p.m., Station #2
Zoning Board of Appeals:	Wednesday, December 18, 2024, 6:00 p.m., PDBMB
Metro Police Board:	Tuesday, December 18, 2024, 11:00 a.m., Metro HQ

City of Swartz Creek Mission Statement

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

City of Swartz Creek Values

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

Honesty, Integrity and Fairness

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

Fiscal Responsibility

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

Public Service

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

Embrace Employee Diversity and Employee Contribution, Development and Safety

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

Expect Excellence

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

Respect the Dignity of Others

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

Promote Protective Thinking and Innovative Suggestions

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

**CITY OF SWARTZ CREEK
VIRTUAL REGULAR CITY COUNCIL MEETING ACCESS INSTRUCTIONS
MONDAY, NOVEMBER 25, 2024, 7:00 P.M.**

The regular meeting of the City of Swartz Creek city council is scheduled for **November 25, 2024** starting at 6:00 p.m. and will be conducted in hybrid form. The meeting will be available virtually (online and/or by phone). Council members and staff must attend in-person. The general public may attend in-person or virtually.

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

Zoom Instructions for Participants

To join the conference by phone:

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

Before a videoconference:

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

To join the videoconference:

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

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

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

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

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



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

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

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

Renee Kraft is inviting you to a scheduled Zoom meeting.

Topic: Swartz Creek City Council Meeting

Time: November 25, 2024 at 7:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

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

Meeting ID: 830 9640 1128

One tap mobile

+13017158592,,83096401128# US (Washington DC)

+13126266799,,83096401128# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 830 9640 1128

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

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

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

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

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

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

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

public meetings that is accessible through a prominent and conspicuous link on the website's homepage that clearly describes the meeting's purpose.

6. The City must also post on the City website an agenda of the meeting at least 2 hours before the meeting begins.
7. Members of the public may offer comment only when the Chair recognizes them and under rules established by the City.
8. Members of the public who participate in a meeting held electronically may be excluded from participation in a closed session that is convened and held in compliance with the Open Meetings Act.

MAINTAINING ORDER

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

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

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

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

MOTIONS & RESOLUTIONS

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

PUBLIC ADDRESS OF COUNCIL

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

1. Each person who wishes to address the public body will be first recognized by the Mayor or Chair and requested to state his / her name and address. This applies to staff, petitioners, consultants, and similar participants.
2. Individuals shall seek to be recognized by raising their digital hand as appropriate on the digital application.
3. Petitioners are encouraged to appropriately identify their digital presence so they can be easily recognized during business. If you intend to call in only, please notify the clerk in advance of your phone number.

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

VOTING RECORD OF PUBLIC BODIES

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

City of Swartz Creek
CITY MANAGER'S REPORT

Regular Council Meeting of Monday, November 25, 2024 - 7:00 P.M.

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

FROM: Adam Zettel, City Manager

DATE: November 19, 2024

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)*
 - ✓ **2025-2027 TRAFFIC IMPROVEMENT PROGRAM (TIP)** *(Update)*
We submitted Miller Road, from Dye to Morrish, for the 2026-2029 TIP cycle. The total cost is estimated to be \$4,063,547, with our share being \$812,709.40. This includes repairs to the concrete section, preliminary engineering, and construction engineering. As a backup, we submitted Elms Road, except that section that does not require repair. This application totals \$1,475,940, with the local share being \$295,188. The project submission was affirmed by a resolution of the city council on October 14th.

As of writing, we have our preliminary scores. The county has separated the applications because they believe the concrete section of Miller qualifies for rehabilitation scoring instead of PASER 5 scoring. This means that it is more competitive and is eligible for more funds. Contrary to this move, Elms was moved from rehabilitation to the PASER 5 category with the other sections of Miller. As things stand now, it appears that Elms is the most likely to get funds, and the concrete section on Miller is the least likely, based on scoring in their respective categories that are most competitive.

Based upon a meeting on November 14th, Elms Road appears to be a strong candidate for funds. However, funds may be limited for PASER 5 eligible roads based on a maximum amount per lane foot. This could mean that, while projects are funded, the local unit could have a higher share of the cost. We will be monitoring Elms and the other PASER 5 segments of Miller to see where they rank and how much federal funding could be allocated.

The county does not intend to have a full list of county-wide projects with their rankings until after the New Year. In addition, we are working with them on alternate strategies for road funding should the Western Digital project become a reality.

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.

Street reconstruction for Winchester Village is in the punch list phase. I will report how this goes, especially as it relates to restoration of parkways. As of writing, concrete sections have been removed and replaced. See the October 28, 2024 city manager report for details on tree complaints. Note that we intend to conduct forestry in future phases in the same manner as the existing phase.

As noted previously, there is still a claim concerning aggregate. It is substantial, at about \$375,000. Our engineer reviewed the claim and responded that they do not believe the claim is valid in any amount. Based upon the facts of the case, I stand by this assertion. A follow up meeting did not completely resolve the issue. The contractor is expected to resubmit a claim that they believe will better substantiate their position. I will report what the next steps are.

Street rehabilitation with limited drainage in Winchester Woods is complete! Paving has occurred for all areas, and the surfacing of Young, School, Maple, and Raubinger is also done! There is only one more ditching project that is slated for Oakview, on the unimproved section of road.

Overband crack filling has been completed in two phases this fall, but we were not able to get to every street in the city. Usually, we select a small area of the city, but with conditions improving, we aspire to address the entire city on an annual basis moving forward.

Concerning FOG seal, we are looking to bid that out this winter for application in 2025, which was the soonest that the 2024 low bid could do the work anyways. See the October 14, 2024 report for details on this program.

Engineering services for Don Shenk Street reconstruction, as well as Cappy Lane and water main work are wrapping up, with reviews being conducted on the water main segments by the state. 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.

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

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

Sewer work is wrapping up, and we expect the televised video and a statement of findings this winter. We can then ascertain the need, if any, for additional sewer work on the first segments that we inspected. We will continue with the second year of the eight year cleaning and televising in 2025.

In addition, we are looking to take the next step forward in GIS (our Geographic Information System or mapping system). This will greatly assist in our tracking of progress in sewer inspections, cleaning, and lining. This is probably the asset that stands to benefit most from updated GIS data because the asset is not readily observable for inspection (unlike streets or buildings). It is the asset that is scheduled for the most routine maintenance/tv cycle). Lastly, it is the asset that we appear to have the least reliable data.

Much of the sewer map has been updated by recent work by DLZ engineers. They have incorporated many of our existing plans and prior work orders for lining. However, the data is incomplete and needs constant updates (e.g. we need to incorporate the 2024 cleaning and lining findings to GIS as the formal record).

With that said, we are seeking a proposal from DLZ to manage GIS on an active basis moving forward. This would include the addition of new infrastructure that is dedicated, such as Springbrook East streets, water, sewer, etc. It will also include annual maintenance work and other physical system changes. They would be expected to update the maps AND the data fields that accompany the maps. Adding these features is crucial to having current information, and current information is required for long term planning and current decision making.

Note that our staff will still be working on the GIS data to update routine fields, such as hydrant maintenance, and they will also be able to geolocate assets in the field from our records and for DLZ to incorporate.

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** *(No Change of Status)*

Water affordability is back. I included my thoughts and related information in the October 28 packet.

The hydrant painting is still underway. We are not pleased with the slow down in work, and we do not believe they will blast and paint all hydrants prior to the onset of unsuitable temperatures. Work may need to commence again in the spring.

Work is complete 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. It does not appear that a connection is imminent.

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.

See prior reports (May 28, 2024) for updates on PFAS. At a meeting of the WWS Advisory Committee on September 18, it was reported that the federal government has declared PFAS to be a toxic substance. The county ceased land application at this time and has been depositing waste in approved landfills. This has resulted in an additional expense that is estimated to total \$2,000,000 annually for the county.

As of writing, there is no rate increase planned, nor have there been additional restrictions on what products can possess PFAS. The latter is of concern because all water intake and distribution tests indicate that there are no traces of PFAS, but waste water from businesses and homes DOES contain PFAS. They estimate that 60% of the PFAS effluent comes from residential users that have PFAS in their homes and products.

✓ **HERITAGE VACANT LOTS** *(No Change of Status)*

Another privately owned lot is having a new home built. The water service could not be located, so the city provided one at our expense.

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

✓ **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. The site is not formally for sale, nor is there a concept plan for reuse.
2. 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. There has been some pushback on the pickleball courts due to the potential for noise. Schools are exempt from zoning, so the city has no say in this officially. If noise is an issue, we will work with the school and neighborhoods to reduce it.
3. **(Update) Street repair in 2024** is substantially complete. We are going through punch lists now, but all paving has been completed. A second round of crack filling occurred in early November. There is not a contractor available to apply a FOG seal to select streets in 2024, but we plan to bid this again over the winter.
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. In related news, the county planning agency may have funds that can act as gap funding for downtown housing projects. Our staff are meeting with the county the week of the 18th to learn more.
5. The current phase of **Springbrook East is substantially complete.** We created a punch list for the infrastructure improvements, which the owner has completed. The next step is to proceed with formal street dedication. **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. 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, but the property owner says this is still cooking.
7. **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 recommended interpretive signs, bike racks, and benches for 2024. Benches are in. Signs are awaiting availability of the historical society to furnish content. Bike racks were to be completed by others, but that donation fell through. We will look to add these ourselves. Pickleball courts are now in at Elms Park. A FLOCK camera has been installed at Elms, and fence repair is complete, with new fences to go in at Elms. Sidewalk repairs are complete.
8. **(Update) New Businesses.** Quiznos appears to be in the final stages of opening. In addition, the Country Carriage at 9237 Miller Road is seeking a liquor license. Since this is a transfer, local approval is not required by LARA. However, the use is a conditional land use for this zoning district, which requires the principle building to be set back 100 feet from residential properties. This will require a variance. I included the notice in the November 12, 2024 packet (note that the Sunday sales

and adult entertainment are NOT transferring). I have not heard if they plan to proceed.

9. **Mundy Megasite.** We are hearing a lot of chatter that indicates a strong likelihood that a user may locate a large operation at the Mundy Township site. I have been communicating with staff, Mundy Township, Metro PD, Swartz Creek Area Fire Department, Swartz Creek Community Schools, and our other partners about strategies to proceed forward in the event that such an announcement occurs. If an investment is announced, I will recommend we collaborate with our partners to engage in third party assessments to ascertain area needs for housing, infrastructure, and services. I expect resources would be made available to help analyze our position and to impact needed change.
10. **Holland Square** has updated material costs. We are integrating these costs into the plan and will be getting the committee together soon. We plan to fund this project with \$75,000 from MSHDA and matching funds from the MEDC crowdfunding program.
11. **Wayfinding** planning is complete. We are working with local and regional sign companies to get costs. Once complete, the DDA and council can liaise on if, when, and how to proceed with installation.
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 11th. There was no desire to proceed at this point.

✓ **REDEVELOPMENT READY COMMUNITIES (Update)**

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

The DDA completed the purchase of the Methodist Church on Morrish. They made this acquisition as a means to create more likely opportunities for the building's preservation and reuse for recreation, hospitality, or culture.

The DDA did not have quorum to deliberate formally on this issue at their meeting on November 14th. In the absence of this, Greg and I will look to proceed on the advice of our MEDC contact and secure state support of development of a Request for Qualifications. The idea will be to market the site to potential users and request statements from interested parties that include a conceptual use, business plans, and qualifications. The DDA can then proceed to select one or more parties to negotiate a plan and transaction.

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 (No Change of Status)**

The owners adjacent to the Wade Street property emailed me on August 13th 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)*

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 has completed the course as it relates to the 18 baskets and fairways. They plan to have all the tee pads installed by the end of the month, and all bridges/crossings are in and very functional! In fact, they are holding an event on October 26th as part of a Halloween/course kick off attraction.

They expect to have signs installed in early 2025 to mark the course. Once complete, a ribbon cutting will follow!

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

We noted previously, the three communities that are getting the award from Kildee's office have agreed to split the \$850,000 evenly, making our share \$283,333.33. This is great news and feeds into our other grant application! A grant sub-recipient agreement is now complete and has been sent to us by Genesee County Parks. I am including the notice and the agreement in the packet, as well as a resolution.

Though there are some requirements for this grant, it is very flexible in terms of how we complete the project build out and the scale. We still hope to combine this with Trust Fund dollars, noted below. In any event, I strongly recommend we approve the sub-recipient agreement. This is a new funding source we have been pursuing for a few years, and I am happy that we are at this point.

Our DNR Trust Fund grant application appears to be competitive. I attended a TF board meeting on October 16th to plead our case. We will not likely know until December. 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. We received our preliminary score and worked with the state to improve this by amending our submission prior to October 1. Final results are expected in November or December. I plan to advocate for our grant in person this month.

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

We are going to mark Ingalls with the new scheme as soon as possible. I have a contact with the schools paint marking subcontractor that is working on Mary Crapo. They have the plan and should be in a position to make this happen soon.

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 have ordered the signs installed. It is now just a matter of time. Wayfinding signs are on hold until the council can review the wayfinding concepts. See the April 8, 2024, council packet for more details.

✓ **CROSS CONNECTIONS** *(No Change of Status)*

See the October 28, 2024 packet for the most recent reports.

I attended a water training course in early October. Among other things, I was able to speak to the EGLE staff about residential cross connections. They indicated that there is not a foreseeable mandate to require service termination of those residents that are not participating, yet. As such, I think our good faith model approach is appropriate. The previous report follows.

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** *(Update)*

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. They are working on a final bid package, which the city will be releasing to the public soon. See the March 11, 2024 report for more details on this award and process.

✓ **WAYFINDING PROJECT** *(Update)*

Wayfinding planning is complete. We are working with local and regional sign companies to get costs. I expect these any day. Once complete, the DDA and council can liaise on if, when, and how to proceed with installation. For the time being, I have requested that our sign company update the proposed trailhead and trail directional signs to match the concepts. These signs were ordered with the Cosmos in the Creek signs.

✓ **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.

✓ **SOLAR EQUIPMENT MORATORIUM & ORDINANCE** *(Update)*

The city council approved an ordinance to regular utility scale and accessory use solar for all city zoning districts. This occurred at the meeting of November 12, 2024. Please see that packet for details. I will remove this section from future reports unless new state legislation or other findings alter the status of solar regulation.

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

We have new pricing for upgraded materials, which is being integrated into the plan. I expect a meeting of the committee soon. The previous report follows.

We are working to formalize the \$75,000 in MSHDA grant funds. This will make the powering of the structure, along with lighting and sound, a reality! MSHDA is asking that we sign off on a grant agreement by September 30th. Since this is our last meeting, I am hopeful they will provide us with such an agreement prior to our meeting. As of writing, I do not have it. If it is not available prior to our meeting, I will include as much of the supporting documentation as I can and ask the council to enable myself or the Mayor to execute the agreement when it is available.

The project is still being reviewed by the committee and we await updated costs and plans for the structure and technology components. We are nearing the creation of detailed plans, which will provide more finely tuned costs and imagery for review by the city council. I seek to have this in the month of September. The previous report follows.

The Holland Square Steering Committee met on May 30th. 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.

✓ **SPRINGBROOK STREET DEDICATION INQUIRY (Update)**

Our engineer has submitted a proposal to assess the streets in Springbrook Colony. I am including this proposal, as well as the pricing for the third-party contractors. Note that these prices are in support of the total pricing, not in addition to it. With that said, the storm sewer exploration is the largest cost, by far. I am recommending we initially proceed with cores and the visual inspection.

I have sent this to the HOA with a request that they consider covering the costs. The HOA has a committee that is considering this, and I will report their response.

See the October 14, 2024 report for all the details of this request, as well as an historical and contextual narrative.

✓ **WIRELESS TOWER UPDATES (Updates)**

The lease reduction that was proposed by the tower operator in Elms Park was denied at the November 12, 2024 meeting. Please see that meeting packet for details. I have notified the operator and await a response.

Concerning our tower on Elms south of Miller, we have gotten an informal request to secure an additional 1,000 square foot land lease for ground equipment. They are offering \$3,500 for the option and \$350/month for any land subsequently leased. I have not gotten answers on how long the option would be and how the pricing is impacted if the square footage ends up being 250sft (as indicated) or if it is 1,000sft, per the option.

At any rate, I requested that they send along a complete and formal request so that the city council can review it. A land lease for this location is certainly something the city could and should consider, since the land is set aside exclusively for this purpose. However, I do find the rate to be low.

Concerning our water tower, Verizon approached us many months back about locating a system here to correct the noted deficiencies on the west end of town. Using the city tower will greatly improve service to the community. 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, it appears Verizon put this on hold because they do not prefer water tower locations. There was a draft lease (included in the April 8, 2024 packet). This is disappointing news because Verizon used to be the primary provider in the area, and we found their service to be atrocious for municipal use, forcing a switch to a competitor.

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

✓ **MONTHLY REPORTS** (*Update*)
Monthly reports are included.

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

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

The Planning Commission met on November 6th regarding the solar ordinance. The ordinance was approved by the city council on November 12, 2024.

The next regular meeting is scheduled for Tuesday, December 3, 2024. I expect to have a special land use request for child care at the Baptist Church on Miller Road.

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

The DDA closed on the purchase of the former Methodist Church on Morrish for a cost of \$125,000. The DDA is pursuing this as a means to create opportunities for the building's preservation and reuse for recreation, hospitality, or culture. More information is to follow.

The DDA did not have quorum to deliberate formally on this issue at their meeting on November 14th. In the absence of this, Greg and I will look to proceed on the advice of our MEDC contact and secure state support of development of a Request for Qualifications. The idea will be to market the site to potential users and request statements from interested parties that include a conceptual use, business plans, and qualifications. The DDA can then proceed to select one or more parties to negotiate a plan and transaction.

They did NOT hold an October meeting. Their next meeting is scheduled for December 12.

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

The ZBA met on October 15th to approve September minutes. There was a variance requested related to an accessory dwelling unit at 8040 Maple Street heard and approved at that meeting. There are not currently any pending appeals, variances, or interpretations scheduled for future meetings.

✓ **PARKS AND RECREATION COMMISSION** (*Business Item*)

The park board held their regular monthly meeting on November 19, 2024. Things are very much calming down for the year. As such, the agenda was limited to the Christmas decorating contest, which should proceed as normal, as well as the annual rules and reservation form review.

Concerning the rules and reservation sheet, there were not many recommendations for changes. However, the board did request to have staff amend the maps, add a provision for e-bikes, revise language related to bows/projectiles, and to increase some fees. Specifically, they requested the non-resident fees increase by a factor of about 10%.

The park board reviewed the complete rules, agreement, and reservation form with fees at their November meeting. They are recommending approval of the documents as attached. I have noted changes.

In other news, we received a grant of just under \$10,000 to help diversify Abrams Park with native species. I am attaching the notice!

✓ **BOARD OF REVIEW** (*Update*)

The Board of Review will meet on December 10th at 1:00pm to hear qualified errors and poverty exemptions.

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

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

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

- ❑ DPS continues to GPS water and sewer assets. This will be ongoing for most of the year as we have time available.
- ❑ Tree planting has finished in the village, concrete replacement is mostly completed and punchlist items are still being completed. We expect Diponio to be back in town the week after Thanksgiving to work on punchlist items.
- ❑ 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.
- ❑ Blastec has been painted most of the blasted and primed hydrants. There are 3 they missed that we know of.
- ❑ DPS is getting winter equipment ready for the season.
- ❑ DPS will be working on tree trimming in the coming weeks.
- ❑ DPS has taken down Halloween Decorations and begun hanging Christmas Decorations.

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

The auditors from Plante & Moran have completed on sight fieldwork for the FY24 audit. Our staff is continuing to work with them on open items as they arise. Winter property tax bills will be mailed out on December 1st. 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** (*No Change of Status*)

Greg Dietrich is the new Economic Development Director for Mundy/Swartz Creek. He has been onboarded and is learning the ropes.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

✓ **APPOINTMENTS** (*Business Item*)

As expected following an election, there are numerous appointments to make on a number of city boards and commissions. All of these expire on November 25th in accordance with mayoral appointments made after the last council was seated. The new mayor is recommending appointments as indicated in the resolution. There is near universal retention by current appointees. However, there are some changes. The election of Mr. Walt Melen to city council has made him ineligible for the resident seat on the ZBA. Mr. Gilbert will retain the council seat on ZBA, and a new resident is needed to fill this vacancy. Mr. Henry is moving Mr. Knickerbocker to 911 in my place, and he will be taking the 911 alternate seat. He recommends Mr. Spillane to fill the GAIN alternate role. Lastly, he proposes to swap roles with Mr. Krueger on the planning commission, with Mr. Henry taking the ex officio roll as Mayor and Mr. Krueger being appointed in the city council roll.

Positions that need to be filled are the ZBA resident seat, the Board of Review Alternate, and a Park Board Position that Angela Ritter vacated due to her relocation.

✓ **FIRE TRUCK PURCHASE REQUEST** (*Update*)

As noted at the last meeting, Chief Plumb is expecting a revised quote and specifications for a new engine. As of writing, he is recovering from a medical procedure and we have not been able to communicate on this matter. I expect these items and a request to authorize the purchase to be back on one of our December agendas. The previous report follows.

Chief Plumb and the department have received the most recent truck order, a bit behind schedule but under budget. They will soon be auctioning off its predecessor. In the meantime, Dave is advocating for an early order on the next truck. He is taking this position for a number of reasons, the most prominent being the 2-3 year delay in shipments, as well as projected price increases.

Dave has attached a quote and his detailed explanation (November 12, 2024 packet). From the staff perspective, I do not have comment on the type of apparatus in question, though this certainly does weigh on affordability and use. However, I do wish to ensure that the purchases are in accordance with a sustainable vehicle replacement schedule that the fire board finds sufficient and efficient.

With that said, the city currently has about \$166,000 in the fire equipment fund. This includes a small amount of carried-over savings, plus the \$155,000 budgeted deposit for the fiscal year commencing on July 1, 2024. If council continues to budget for fire equipment at the same rate, the city will have ~\$321,000 on July 1, 2025, ~\$476,000 on July 1, 2026, and ~\$631,000 on July 1, 2027. This last date is approximately 2.5 years from now, making the potential purchase of an engine possible from a financial standpoint.

Note that this does not account for interest earnings and other equipment needs that the department may have during this time, which can impact this fund. However, if one considers that our share of a new piece of equipment is to be approximately \$550,000 in two to three years, I can report that funding is projected to be sufficient with about a 10% contingency.

Since we are speaking in very general terms about timeframes and estimates, I am only providing general level findings. I expect Chief Plumb to give a more detailed presentation at our meeting that will provide essential information regarding the type of vehicle, its purpose, the timeframe, and the cost. We are not seeking any commitment or resolution at this point in time, however, that may be the case for the November 25, 2024 meeting. So, please read his narrative and take as much information in as you can during our meeting on the 12th.

✓ **ANNUAL MEDICAL RUN REVIEW (*Business Item*)**

Chief Plumb intends to attend the meeting and deliver an update on the Swartz Creek Area Fire Department's medical run program. This program commenced in 2021 in response to long response times and inefficient fire department responses to specific calls, like lift assists. The understanding that the municipalities would review the program's effectiveness, costs, and results on an annual basis.

The year-to-date program report from Chief Plumb is as follows:

As far as EMS, as of October 31, 2024, these are the costs.

We responded to a total of 130 calls; 44 of those calls were in the City and 86 were in the Township.

Of the 44 calls in the city, 15 were medical calls, 29 were non-emergency lift assists. This shows a positive result of having a contracted EMS unit responding to calls reducing the number of times the Fire Department dispatched.

Longest wait time for EMS in the City was 14 minutes. I only show 3 occasions where MedStar took longer than 8:59 to arrive on scene. The 15 calls we were dispatched too were all criteria-based calls such as a overdose or cardiac arrest where there is an all hands on deck approach.

We anticipate \$600 in medical supplies that were not replaced by EMS. One of the more expensive costs will be to replace the charging cable for the LUCAS (CPR Device) we received as a donation.

Fuel totals are \$2,221.58 as of 11/6/24. Based on a use formula, the City's use is a \$751.92.

As of today, with the above information, City costs are \$2,854.17. With \$1,082.08 being spent on lift assists, where the cost is kept down by only dispatching the EMS team. If the EMS program is discontinued, and the fire department continued to assist residents up from falling, the cost would be equal to or more than the total costs, due to any firefighter available being able to respond to what would become a fire call.

I am including a resolution to continue with the program.

✓ **ANNUAL RATE AND FEE SCHEDULE REVIEW (*Business Item*)**

The RRC program expects an annual review of our rates and fees. Our staff and other partners have reviewed the fees and have no recommendations for changes at this time. The only changes proposed are to reflect the recommendations made by the park board as it relates to pavilion rental fees. I am including a resolution with the complete listing of rates and fees that the city charges. The altered sections are highlighted.

I recommend approval.

✓ **EARNED SICK TIME ACT (*Update*)**

The ESTA will be effective in Michigan on February 21, 2025. This comes about due to a prior statewide ballot initiative, previous legislative amendments, and a full round of appellate court and supreme court rulings. Suffice it to say, it is happening.

The act requires all employers, regardless of size, to provide sick time to all employees, regardless of classification. Details are still being defined and clarified by the Michigan Department of Labor and Economic Opportunity (LEO). Legislation is also pending that may alter the requirements. As of writing, the general requirements appear to apply:

- Hours accumulate at a rate of 1 hour for every 30 hours worked (minimum)
- Hours can be front loaded by employer, but they must be tracked to ensure the minimum ratio is maintained
- Documentation for leave can only be requested by the employer for absences of three or more consecutive days; employer must compensate for any documentation charges
- Hours can accumulate (within a year) and carry over (between years) without limits
- The smallest increment for use must match or be smaller than that used to track other time (e.g. 0.25 hours, 0.1 hours, etc)
- Only 72 hours can be taken in any defined 12 month period for 10+ employees (40 hours for >10 employees)
- Employer must keep records for three years
- No payout of unused sick time at year end or termination is required
- Applies to all employees, including PT and temps
- Payroll must be able to track and report sick time
- Requires new labor poster by 2.21.25 (LEO has one available); written notice is also required upon hiring

The implications of this are not completely solidified for our employees. The city currently offers 'vacation' time and 'absent' time. For our purposes, absent time has functioned as sick time. The city provides 96 hours of such time a year to full time employees (front loaded), with up to 72 hours being paid for unused time at year end.

The Act offers a provision for employers to offer existing and/or similar time off provisions IF those provisions match or exceed the Act. With that said, Absent time may suffice as it is currently offered or with minor adjustments. Proposed House Bill 6057 may exempt carry over for employers that front load (e.g. offer 72 hours or more at the beginning of the year). This feature, if approved, would place our existing absent time in a position to accumulate, be tracked, be used, and be paid out (in lieu of a carry over) in accordance with the Act. We will need to provide ESTA (absent time) to temporary and part time employees, which the city has done in the past.

I will be watching this closely as we approach the deadline and prepare to negotiate our labor agreements for the June 30, 2025 expiration.

✓ **METRO POLICE BUDGET (Update)**

The Metro Police Board met on November 19th to consider a budget amendment for 2024 and the 2025 budget. Overall, the board experienced a budget surplus in 2024. As such, they were able to accelerate some IT investments and adjust the budget to proceed with a new server and some PC's in 2024. They are also expect to return over \$100,000 of surplus to Mundy and Swartz Creek.

For the 2025 budget, they propose a very similar service level and an increase of 4.9%.

Council Questions, Inquiries, Requests, Comments, and Notes

Orienteering Course: I am working with Walt to replace these medallions. This should be completed this fall.

Crapo Farm Dedication: Family and community are performing a dedication to the Crapo Farm boulder and plaque at Abrams Park (near the ball field) on Saturday, November 23, 2024 at 11am.

Christmas Tree at Abrams: The Friends of Abrams Park are also hosting an event on Saturday, November 23, 2024 at 11am. They will be decorating the new spruce tree by the flag pole.

DPW Truck Status: One of the two new trucks is in service. The other is having the finishing touches put on it. We will auction both older trucks once this new one is tested in service upon delivery.

**City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday, November 25, 2024, 7:00 P.M.**

Motion No. 241125-4A **MINUTES – NOVEMBER 12, 2024**

Motion by Councilmember: _____

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

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 241125-5A **AGENDA APPROVAL – NOVEMBER 25, 2024**

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Agenda as presented / printed / amended for the Regular Council Meeting of November 25, 2024, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 241112-6A **CITY MANAGER’S REPORT**

Motion by Councilmember: _____

I Move the Swartz Creek City Council accept the City Manager’s Report of November 25, 2024, including reports and communications, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 241125-8A **RESOLUTION TO APPROVE COMMISSION APPOINTMENTS**

Motion by Councilmember: _____

WHEREAS, the laws of the State of Michigan, the Charter and Ordinances of the City of Swartz Creek, interlocal agreements in which the City of Swartz Creek is a member, and previous resolutions of the City Council require and set terms of officers for various appointments to City boards and commissions, as well as appointments to non-city boards and commissions seeking representation by City officials; and

WHEREAS, there exist vacancies in such positions; and

WHEREAS, said appointments are Mayoral appointments, subject to affirmation of the City Council.

NOW, THEREFORE, BE IT RESOLVED, the Swartz Creek City Council concur with the Mayor and City Council appointments as follows:

- #241125-8A1** **MAYOR APPOINTMENT:** **John Gilbert**
Genesee County Metropolitan Alliance – Delegate
Two year term, expiring November 23, 2026
- #241125-8A2** **MAYOR APPOINTMENT:** **Charles Campbell**
Genesee County Metropolitan Alliance – Citizen Rep
Two year term, expiring November 23, 2026
- #241125-8A3** **MAYOR APPOINTMENT:** **Nate Henry**
Genesee County Metropolitan Alliance – Alternate
Two year term, expiring November 23, 2026
- #241125-8A4** **MAYOR APPOINTMENT:**
Board of Review Authority - Alternate
Remainder of three year term, expiring June 30, 2026
- #241125-8A5** **MAYOR APPOINTMENT:** **Rae Lynn Hicks**
Swartz Creek Area Fire Board – Council Rep
Two year term, expiring November 23, 2026
- #241125-8A6** **MAYOR APPOINTMENT:** **John Gilbert**
Swartz Creek Area Fire Board – Council Rep
Two year term, expiring November 23, 2026
- #241125-8A7** **MAYOR APPOINTMENT:** **Ken Brill**
Swartz Creek Area Fire Board – Citizen Rep
Two year term, expiring November 23, 2026
- #241125-8A8** **MAYOR APPOINTMENT:** **David Krueger**
Planning Commission – Council Rep
Two year term, expiring November 23, 2026
- #241125-8A9** **MAYOR APPOINTMENT:** **Nate Henry**
Small Cities – Council Rep
Two year term, expiring November 23, 2026
- #241125-8A10** **MAYOR APPOINTMENT:** **Dave Krueger**
Small Cities – Council Rep Alternate
Two year term, expiring November 23, 2026
- #241125-8A11** **MAYOR APPOINTMENT:** **John Gilbert**
GAIN Auto Theft Unit – Council Rep
Two year term, expiring November 23, 2026
- #241125-8A12** **MAYOR APPOINTMENT:** **David Spillane**
GAIN Auto Theft Unit – Alternate

Two year term, expiring November 23, 2026

- #241125-8A13** **MAYOR APPOINTMENT:** **Nate Henry**
Flint Area Narcotics Group – Council Rep
Two year term, expiring November 23, 2026
- #241125-8A14** **MAYOR APPOINTMENT:** **John Gilbert**
Flint Area Narcotics Group – Alternate
Two year term, expiring November 23, 2026
- #241125-8A16** **MAYOR APPOINTMENT:** **John Gilbert**
Zoning Board of Appeals – Council Rep
Two year term, expiring November 23, 2026
- #241125-8A17** **MAYOR APPOINTMENT:**
ZBA Alternate
Remainder of Three year term, expiring June 30, 2025
- #241125-8A18** **MAYOR APPOINTMENT:** **Robert Bincsik**
Water/Waste Services – Staff Delegate
Two year term, expiring November 23, 2026
- #241125-8A19** **MAYOR APPOINTMENT:** **Adam Zettel**
Water/Waste Services – Staff Delegate Alternate
Two year term, expiring November 23, 2026
- #241125-8A20** **MAYOR APPOINTMENT:** **Robert Bincsik**
Street Administrator – Staff Delegate
Two year term, expiring November 23, 2026
- #241125-8A21** **MAYOR APPOINTMENT:** **Adam Zettel**
Street Administrator – Staff Delegate Alternate
Two year term, expiring November 23, 2026
- #241125-8A22** **MAYOR APPOINTMENT:** **John Knickerbocker**
911 Consortium – Delegate
Two year term, expiring November 23, 2026
- #241125-8A23** **MAYOR APPOINTMENT:** **Nate Henry**
911 Consortium – Alternate
Two year term, expiring November 23, 2026
- #241125-8A24** **MAYOR APPOINTMENT:** **James Barclay**
Park and Recreation Advisor Board - Resident
Three year term, expiring December 31, 2027
- #241125-8A25** **MAYOR APPOINTMENT:** **Walt Melen**
Park and Recreation Advisor Board - Resident
Three year term, expiring December 31, 2027
- #241125-8A26** **MAYOR APPOINTMENT:**
Park and Recreation Advisor Board - Resident
Three year term, expiring December 31, 2027
- #241125-8A27** **MAYOR APPOINTMENT:** **Douglas Stephens**
Construction Board of Appeals - Resident

Three year term, expiring November 23, 2026

#241125-8A28 **MAYOR APPOINTMENT:** Brad Lindsay
Construction Board of Appeals - Resident
Two year term, expiring November 23, 2026

#241125-8A29 **MAYOR APPOINTMENT:** Joe Perreault
Construction Board of Appeals - Resident
Two year term, expiring November 23, 2026

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 241125-8B RESOLUTION TO AMEND THE PARK RULES, RESERVATION FORM, AND RENTAL AGREEMENT

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek owns, operates, and maintains public park and recreation facilities and desires to promote safe and equitable use of those facilities; and

WHEREAS, the city regulates use of city parks through the adoption of “Park Rules and Regulations” as enabled and enforceable under City Ordinance Section 11-47, Park Rules and Regulations, which reads as follows: the City Council may by resolution adopt rules and regulations governing the use of parks, including prohibitions or restrictions on uses and acts within parks; and

WHEREAS, the city park and recreation commission recommends amending of the attached Park Rules and Regulations, Reservation Form (inclusive of rates), and Rental Agreement.

NOW, THEREFORE, BE IT RESOLVED, the Swartz Creek City Council hereby approve the amended park rules, reservation form, and rental agreement as attached.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 241125-8C RESOLUTION TO AMEND AND RESTATE CITY-WIDE RATES, FEES, AND CHARGES

Motion by Councilmember: _____

WHEREAS, the City sets rates and collects fees, fees for permits, charges for services, cost recovery for public safety and cost recovery for consulting services (rates, fees, & charges), and;

WHEREAS, such rates, fees, & charges are a necessary and essential part of the funding for the services that the City provides, and:

WHEREAS, the City’s Code of Ordinances defines and provides for certain rates, fees, & charges, and;

WHEREAS, other such rates, fees, & charges are provided for by resolution of the City Council, statutory provision, past practice, policy and other such actions, and

WHEREAS, the City has amended the City’s Code of Ordinances to provide for various rates, fees, & charges to be set by resolution of the City Council, and;

WHEREAS, the City has need to implement additional rates, fees, & charges to be set by resolution of the City Council, and;

WHEREAS, the City desires to have all such rates, fees, & charges organized into a single resolution that can be visited periodically and adjusted accordingly.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek hereby sets its rates, fees, & charges in accordance with the following schedule, effective immediately or as soon as practical thereafter, table as follows:

CITY OF SWARTZ CREEK RATES, FEES PERMITS & CHARGES FOR SERVICES
(All fees may be paid in person with cash, check, or card. Building and utility fees may be paid online with card or e-check)

1. Chapter 1: Municipal Ordinance Violations Bureau (Parking Fines)

The following parking violations shall be punishable by the fines indicated:

<u>Offense</u>	<u>Fine</u>
(a) Parking too far from curb	\$ 40.00
(b) Angle parking violations	\$ 40.00
(c) Obstructing traffic	\$ 40.00
 <u>Prohibited parking (signs un-necessary)</u>	
(d) On sidewalk	\$ 40.00
(e) In front of drive	\$ 40.00
(f) Within intersection	\$ 40.00
(g) Within 15 feet of hydrant	\$ 40.00
(h) On crosswalk	\$ 40.00
(i) Within 20 feet of crosswalk or 15 feet of corner lot lines	\$ 40.00
(j) Within 30 feet of street side traffic sign or signal	\$ 40.00
(k) Within 50 feet of railroad crossing	\$ 40.00
(l) Within 20 feet of fire station entrance	\$ 40.00
(m) Within 75 feet of fire station entrance on opposite side of street (signs required)	\$ 40.00
(n) Beside street excavation when traffic obstructed	\$ 40.00
(o) Double parking	\$ 40.00
(p) On bridge of viaduct or within tunnel	\$ 40.00
(q) Within 200 feet of accident where police in attendance	\$ 40.00
(r) In front of theater	\$ 40.00
(s) Blocking emergency exit	\$ 40.00
(t) Blocking fire escape or fire lane	\$ 50.00
(u) In a handicapped space	\$100.00
(v) In prohibited zone (signs required)	\$ 40.00
(w) In alley (signs required)	\$ 40.00

Parking for prohibited purpose

(x) Displaying vehicle for sale	\$ 40.00
(y) Working or repairing vehicle	\$ 40.00
(z) Displaying advertising	\$ 40.00
(aa) Selling merchandise	\$ 40.00
(bb) Storage over 48 hours	\$ 40.00
(cc) Wrong side boulevard roadway	\$ 40.00
(dd) Loading zone violation	\$ 40.00
(ee) Bus, parking other than bus stop	\$ 40.00
(ff) Taxicab, parking other than cab stand	\$ 40.00
(gg) Bus, taxicab stand violations	\$ 40.00
(hh) Failure to set brakes	\$ 40.00
(ii) Parked on grade wheels not turned to curb	\$ 40.00
(jj) Parked on lawn extension within right of way	\$ 40.00
(kk) Parked on front lawn	\$ 40.00

All \$40.00 violations not paid within 20 days will be assessed a \$20.00 late fee.

2. Chapter 2: Liability for Expense of an Emergency Operation (Hazardous Materials Cleanup Cost Recovery)

Cost shall be actual expenses inclusive of all Police & Fire Department wages, equipment and motor-pool and / or any sub-contracted actual expenses associated with hazardous materials clean-up.

3. Chapter 2: Liability for Expense of an Emergency Response (Alcohol Related Arrests, Accidents)

A. A cost of \$150 shall be assessed to each defendant convicted of O.U.I.L. – O.U.I.D or O.W.I. The cost recovery shall be collected as a part of the fines and costs set by the 67th District Court.

B. Actual costs shall be assessed to each defendant convicted of O.U.I.L. – O.U.I.D or O.W.I. in which a motor vehicle accident occurred. The cost recovery shall be collected as a part of the fines and costs set by the 67th District Court. In the event the court declines collection, they shall be billed direct to the defendant.

C. For the purpose of determining costs for extensive investigation and cleanup recovery for emergency response for alcohol related arrests and accidents, the following table shall be used:

Fire

Pumper	\$250.00/hour
Tanker	\$350.00/hour
Squad/Utility	\$150.00/hour
Grass	\$200.00/hour
Command	\$150.00/hour
Officers	\$18.00/hour
Firefighters	\$15.00/hour

Police

Officers	\$51.54/hour
Officer Overtime	\$62.34/hour
Police Car	\$15.00/hour

4. Chapter 5: Cemetery Lots - Purchase

The cost for purchase of cemetery lots will be \$600.00 per lot.

5. Chapter 5: Cemetery, Charges for Grave Openings, etc.

Grave openings shall be actual costs, either as sub-contracted or performed by City Employees, plus a 15% administrative fee.

6. Chapter 11: Park Reservation Fees

<u>Elms Park</u>	
Pavilion #1	\$80.00(\$225.00 non-resident)
Pavilion #2	\$100.00(\$275.00 non-resident)
Pavilion #3	\$50.00(\$165.00 non-resident)
Pavilion #4	\$80.00(\$225.00 non-resident)

<u>Abrams Park</u>	
Pavilion #1	\$50.00(\$165.00 non-resident)
Pavilion #2	\$50.00(\$165.00 non-resident)
Pavilion #3	\$40.00(\$135.00 non-resident)
Pavilion #4	\$40.00(\$135.00 non-resident)

Deposit \$200.00*

*Deposit to be forfeited with any validated park rule or ordinance violation attributed to the reserving entity.

7. Chapter 12: Peddlers and Solicitors License and Background Check

\$50.00

8. Chapter 15: Permit, Sidewalk Installation

\$25.00

9. Chapter 15: Permit for Excavation, Right of Way or Other City Property

\$100.00

10. Chapter 19: Water System Use, Rates and Charges

(A) Charges for water supply services to premises within the city connected with the water supply system shall be as follows:

Rates for Quarterly Billings

Readiness to serve charge

5/8", 3/4", 1"	\$60.76
1.5"	\$241.14
2"	\$385.84
3"	\$723.45
4"	\$1,205.76
6"	\$2,411.50

Commodity charge (per 100 cubic feet of water): \$7.87

Additional meters, connected for the exclusive purpose of registering water consumed and NOT returned to the sewer system shall be charged the commodity charge only (example: lawn sprinkler system).

(B) Any water customer may have water services temporarily shut off for any time period during which the premises, for which the water service is provided, will be unoccupied. The request for such shut off shall be made in writing on forms to be provided by the city. The written request shall specify the reason for the shut off and the date on which the water service shall be shut off.

(C) There shall be a Twenty Dollar (\$20.00) charge for shutting off the water service pursuant to such request and a Twenty Dollar (\$20.00) charge for turning the water service back on, if the shut off or turn on is performed during normal business hours. If this shut off or turn on is performed outside of normal business hours, the charge shall be One-Hundred Dollars (\$100.00).

If water is shut off and/or turned back on pursuant to account delinquency, the fee shall be Forty Dollars (\$40.00) per turn off and Forty Dollars (\$40.00) per turn on. This fee shall be applied upon deployment of the field crew for water shut off. Requests for after-hours turn on shall cost One-Hundred Dollars (\$100.00). The City Manager may waive any shut off and turn on fees for reasonable cause.

(D) Water customers shall continue to be billed for a readiness to service charge while connected to the system.

(E) Bulk water sales shall be in accordance with the following fee schedule:

Bulk Water Purchases

1 cubic ft. = 7.4805
Gallons

Gallons	Cubic ft.	Cost
3,740	499.96658	\$109.20
5,000	668.40452	\$121.80
10,000	1336.809	\$168.00
15,000	2005.2136	\$214.20
20,000	2673.6181	\$259.35

11. Chapter 19: Water & Sewer Tap Fees

(A) There shall be paid, with respect to all premises connecting to the water and sanitary sewer system of the city, a tap-in fee pursuant to the following schedules:

- (1) Single-family residence--\$1,500 each for water & sanitary sewer
- (2) Multiple-family residence--\$1,500 per unit each for water and sanitary sewer

(B) All other uses connecting to the water and/or sanitary sewer system of the city shall be required to pay tap-in fees at the rate of one-thousand, five hundred dollars (\$1,500) per unit factor, pursuant to the unit factor table provided for by the Genesee County Division of Water and Waste. In no case shall tap-in fees be less than one-thousand, five hundred dollars (\$1,500).

(C) Furthermore, for any structure used generally for more than one (1) purpose, connection fees shall be determined by applying the appropriate unit factors as set by the Genesee County Division of Water and Waste, to the various uses on any level, grade or sub-grade plane of the structure, provided that it is intended that the fees so derived shall be cumulative. Tap fees shall also apply for any additional units that may be calculated and applied by the County WWS pursuant to change in use or otherwise.

12. Chapter 19: Sanitary Sewer Rates

Rates for Quarterly Billings

Readiness to serve charge (per Residential Equivalent Unit):	\$53.53
Readiness to serve charge (non-metered accounts):	\$130.43
Commodity charge (per 100 cubic feet of water consumed):	\$2.52

A readiness to serve charge equal to the number of calculated sewer units shall be charged to all customers connected to the city's sewer system to offset fixed costs of system operation. In addition, a commodity charge shall be applied to the sewer bill in an amount equal to the above rate multiplied by the number of ccf that the accompanying water account registers. If the sewer connection is not accompanied by a water meter to register water usage, the charge shall be considered non-metered and no commodity charge shall be applied.

For the purposes of determining sanitary sewer rates, per unit sewage disposal calculations resulting in a fraction of a whole number shall be rounded up to the next highest whole number.

13. Chapter 20: Weed Cutting Fees

\$300 per cut

14. Building & Trade Inspection Fees

A. Building Permit Fees:

\$75.00 for first \$1,000 value \$5.00 per \$1,000 thereafter and \$50.00 for a one-time Inspection fee.

The first \$75.00 of the application fee is non-refundable. The total cost of Improvement is based on the Bureau of Construction Codes Square Foot Construction Cost Table with the following exceptions:

Single Family Home	1 story.....	\$105.00 per sq. foot
	1.5 story.....	\$91.00 per sq. foot
	2.0 story.....	\$85.00 per sq. foot
Detached garage.....		\$25.00 per sq. foot
Pole Barn.....		\$16.50 per sq. foot
Open deck or porch.....		\$14.00 per sq. foot
Covered deck or porch.....		\$28.00 per sq. foot

Pre-manufactured unit fees are based upon 50% of the normal on-site construction fee.

Residential Roofing..... \$100.00 fee per project

Siding permits are based upon the project cost.

Commercial roofing is to be based upon the project cost.

Up to \$1,000 (includes one (1) inspection only).....	\$75.00
\$1,000.00 to \$10,000.00.....	\$75.00 plus \$10.00 per \$1,000.00 over \$1,000.00
\$10,000.00 to \$100,000.00.....	\$165.00 plus \$3.00 per \$1,000.00 over \$10,000.00
\$100,001.00 to \$500,000.00.....	\$435.00 plus \$2.00 per \$1,000.00 over \$100,000.00
\$500,000 plus.....	\$1,235.00 plus \$3.00 per \$1,000.00 over \$500,000.00

All work not involving a sq. foot computation:

Plan review and administration base fee \$75
(plus \$50.00 for each inspection)

Additional inspections \$75

Certificate of Occupancy \$50

Work Commencing Before Permit Issuance \$75

B. Electrical Inspection Fees

Application Fee (non-refundable) \$65

Work Commencing Before Permit Issuance \$75

New Residential Electrical System

Up to 1,500.00 sq. foot	\$80.00
1,501 to 3,500 sq. foot	\$130.00
Over 3,500 sq. foot	\$180.00

Service

Through 200 Amp. \$10

Over 200 Amp. thru 600 Amp. \$15

Over 600 Amp. thru 800 Amp. \$20

Over 800 Amp. thru 1200 Amp.	\$50
Over 1200 Amp. (GFI only)	\$75
Circuits	\$5
Lighting Fixtures-per 25	\$5
Dishwasher	\$5
Furnace-Unit Heater	\$5
Electrical-Heating Units (baseboard)	\$4
Power Outlets (ranges, dryers, etc.)	\$7

Signs

Unit	\$6
Letter	\$10
Neon-each 25 feet	\$20

Feeders-Bus Ducts, etc.-per 50'	\$6
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Mobile Home Park Site	\$5
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Recreational Vehicle Park Site	\$5
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K.V.A. & H.P.

Units up to 20	\$4
Units 21 to 50 K.V.A. or H.P.	\$6
Units 51 K.V.A. or H.P. & over	\$10

Fire Alarm Systems (excl. smoke detectors)

Up to 10 devices	\$50
11 to 20 devices	\$100
Over 20 devices	\$5 each

Low voltage - Per opening (devices)	\$5 each
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Energy Retrofit-Temp. Control	\$45
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Conduit only or grounding only	\$45
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Inspections

Special/Safety Insp. (includes cert. fee)	\$65
Additional Inspection	\$65
Final Inspection	\$65
Certification Fee	\$25

C. Mechanical Inspection Fees

Application Fee (non-refundable)	\$65
Work Commencing Before Permit Issuance	\$75

Residential Heating System

(Includes duct & pipe)	
Up to 1,500 sq. feet	\$80
1,501 to 3,500 sq. feet	\$130
Over 3,500 sq. feet	\$180
Gas/Oil Burning Equipment Under 400,000 In	\$30
Gas/Oil Burning Equipment Under 400,000 In	\$40
Boiler	\$30
Water Heater	\$5
Damper/Flue	\$5
Solid Fuel Equip. (includes chimney)	\$30
Gas Burning Fireplace	\$30
Chimney, factory built (installed separately)	\$25

Solar; set of 3 panels-fluid transfer (includes piping)	\$20
Gas piping; each opening-new installation (residential)	\$5
Air Conditioning (includes split systems) 1.5hp to 15 hp	\$30
Over 15 hp	\$50
Heat Pumps (complete residential)	\$30
Dryer, Bath & Kitchen Exhaust	\$5

Tanks

Aboveground	\$20
Aboveground Connection	\$20
Underground	\$20
Underground Connection	\$20
Humidifiers/Air Cleaners	\$5

Piping

Piping-minimum fee \$25	\$.05/ft
Process piping	\$.05/ft

Duct-minimum fee \$25	\$.10/ft
Heat Pumps; Commercial (pipe not included)	\$20

Air Handlers/Heat Wheels

Conversion Burners (oil)	\$30
Commercial Hoods/Exhausters	\$15
Heat Recovery Units	\$10
V.A.V. Boxes	\$10
Unit Ventilators	\$10
Unit Heaters (terminal units)	\$15

Fire Suppression/Protection/Other

(includes piping) –minimum fee \$20	\$.75/head
Limited Area Suppression (per head)	\$2
Fire Suppression Hood (per head)	\$4
Evaporator Coils	\$30
Refrigeration (split system)	\$30
Chiller	\$30
Cooling Towers	\$30
Compressor/Condenser	\$30
Manufactured Chimney	\$25
Exhaust Fans	\$20
Multi Zone Self Contained Units	\$25
Through Wall Units	\$25
Ranges (gas)	\$20

Inspections

Special/Safety Insp. (includes cert. fee)	\$65
Additional Inspection	\$65
Final Inspection	\$65
Certification Fee	\$25

D. Plumbing Inspection Fees

Application Fee (non-refundable)	\$65
Work Commencing Before Permit Issuance	\$75

New Residential Plumbing System

Up to 1,500 sf	\$80
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1,501 to 3,500 sf	\$130
Over 3,500 sf	\$180
Mobile Home Park Site	\$5 each
Fixtures, floor drains, special drains,	\$4 each
Water connected appliances	\$4 each
Stacks (soil, waste, vent and conductor)	\$2 each
Sewage ejectors, sumps	\$5 each
Sub-soil drains	\$5 each
<u>Water Service</u>	
Less than 2"	\$5
2" to 6"	\$25
Over 6"	\$50
Connection (bldg. drain-bldg. sewers)	\$5
<u>Sewers (sanitary, storm or combined)</u>	
Less than 6"	\$5
6" and Over	\$25
Manholes, Catch Basins	\$5 each
<u>Water Distributing Pipe (system)</u>	
³ / ₄ " Water Distribution Pipe	\$5
1" Water Distribution Pipe	\$10
1 ¹ / ₄ " Water Distribution Pipe	\$15
1 ¹ / ₂ " Water Distribution Pipe	\$20
2" Water Distribution Pipe	\$25
Over 2" Water Distribution Pipe	\$30
Reduced pressure zone back-flow preventer	\$5 each
Domestic water treatment and filtering equipment only	\$5
Medical Gas System	\$45
<u>Inspections</u>	
Special/Safety Insp. (includes cert. fee)	\$65
Additional Inspection	\$65
Final Inspection	\$65
Certification Fee	\$25

15. Chapter 22: General Emergency Response Fees

Fire

Pumper	\$250.00/hour
Tanker	\$350.00/hour
Squad/Utility	\$150.00/hour
Grass	\$200.00/hour
Command	\$150.00/hour
Officers	\$18.00/hour
Firefighters	\$15.00/hour

Police

Officers	\$51.54/hour
Officer Overtime	\$62.34/hour
Police Car	\$15.00/hour

16. Appendix B: Franchises

\$250 application fee plus actual expenses related to preparation by City Attorney.

17. Miscellaneous Fees

- A. *Copies:*
Black & White: 10¢ for page.
Color or Mixed Color and Black & White: 25¢ per page

- B. *Freedom of Information Act Requests:*
See the City of Swartz Creek Freedom of Information Act Procedures & Guidelines: adopted June 22, 2015 for details. Standard requests shall be charged 10¢ for 8.5 x 11 page (25¢ for color or mixed color) plus all actual costs for outside re-production (i.e. photo re-prints, blueprint copies, digital media storage, etc.). Extensive search requests shall have an additional per hour fee equal to wages only of the lowest paid clerical position employed with the City (\$8.15/hour with a 1.1 fringe multiplier, totaling \$8.97/hour).

- C. *Weddings:*
\$50 per ceremony

- D. *Fax Services:*
50¢ per page for the first 10 pages, then \$0.25 per page thereafter

- E. *Notary Services:*
\$10.00 per item

- F. *Insufficient Funds:*
\$25 each for any check returned unpaid for account insufficient, closed or stopped

- G. *Penalties on Outstanding Invoices/Miscellaneous Receivables:*
\$10 penalty for unpaid miscellaneous receivables, including but not limited to: utility bills, mowing invoices, sidewalk repair, project reimbursements, charges for services, and retiree coverage contributions. This penalty shall be applied once to "past due" invoices.

- H. *Interest on Outstanding Invoices/Miscellaneous Receivables:*
1.5% interest per month on outstanding invoices that are 30 days "past due".

*Payments made toward outstanding balances shall be applied in the following order: interest, penalties, principle.

18. Chapter 13 & 16: Development Plans, Administrative Fees, Subdivision Site Plan & Review Fees

- A. Site Plan Review:

Property Re-Zoning	\$250
Single & Multiple-Family (non-plat)	\$300 plus \$5.00 per lot
Cluster Housing Development	\$300 plus \$5.00 per unit
Mobile Home Park	\$400 plus \$5.00 per unit
Commercial Development	\$450 plus \$50.00 per acre/fraction
Industrial Development	\$400 plus \$50.00 per acre/fraction
Office Development	\$350 plus \$50.00 per acre/fraction
Institutional	\$300 plus \$50.00 per acre/fraction
Public/semi-public uses	\$300 plus \$50.00 per acre/fraction
Special Approval or Conditional Use	\$250 plus \$5.00 per acre/fraction
PUD/Mixed Use Review	\$500 plus \$50.00 per acre/fraction
Consulting Fees (All Reviews)	Actual consultant costs
Revisions	½ of original review fee

- B. Building and Zoning:

Swimming Pool Permit	\$25
Misc. Zoning Permit	\$25

Sidewalk Permit	\$25
Sign Permit	See Building Permits
Structure Movement Permit	\$95
Demolition Permit (Including ROW Permit)	\$150
Right of Way Permit (Residential)	\$100
Right of Way Permit (Commercial and/or Road Break)	\$250 +review/inspection escrow
Home Occupation Permit	\$95
Variance Review	\$250 per variance
Zoning Board of Appeals: Petitioned Interpretation Review	\$150
Zoning Board of Appeals: Appeal Review	\$250
Lot Split/Combination: City Ordinance Section 16.2	\$150 plus \$5.00 per lot
Public or Private Road Plan Reviews	\$400 per mile/fraction
Consulting Fees	Actual consultant costs
Zoning Code	\$10 CD, \$25 Paper Copy
Engineering Standards Manual	\$10 CD, \$25 Paper Copy
Medical Marijuana Dispensary/Facility Review	\$500

C. Subdivision Review

Preliminary Subdivision Review-Tentative	\$300 plus \$5.35 per lot
Preliminary Subdivision Review- Final	\$160 plus \$2.70 per lot
Final Plat Review	\$160 plus \$1.00 per lot

19. Chapter 1: Municipal Civil Infraction Fines

Civic Infraction Citation Fines:

First Offense	\$100
Second Offense	\$200
Third Offense	\$300

Civic Infraction Notice Fines:

First Offense	\$75
Second Offense	\$150
Third Offense	\$250

20. Rental Inspection Program Fees

Registration	\$75 for the first unit, plus \$20 for each additional unit on a shared premises, with common ownership and management, or within recognized apartment complexes
Follow up inspections	The initial and one follow-up inspection will be performed without additional fees. Subsequent inspections shall be charged at the rate of \$25/unit
Registration Updates/Amendments Coverage	No charge The initial fee covers the registration and first inspection and is valid until the resulting certificate of compliance expires
Pro-ration	There shall be no pro-ration of fees

ADOPTION & REVISION HISTORY:

Resolution No. 050711-07	Dated July 11, 2005
Resolution No. 100208-06	Dated February 8, 2010
Resolution No. 101206-04	Dated December 6, 2010 (Water-Sewer-RTS)
Resolution No. 111114-05	Dated November 14, 2011 (Park Fees)
Resolution No. 110613-07	Dated June 13, 2011 (Water Fees)
Resolution No. 120611-05	Dated June 11, 2012 (Water Fees)
Resolution No. 120709-05	Dated July 9, 2012 (Bulk Water Fees)
Resolution No. 130610-09	Dated June 10, 2013 (Water Fees)
Resolution No. 130826-06	Dated August 26, 2013 (K.W.A. Water Fees)
Resolution No. 140922-07	Dated September 22, 2014 (Utility and MMD Fees)
Resolution No. 150824-05	Dated August 24, 2015 (FOIA, Rentals, Utility Fees)

Resolution No. 151214-05	Dated December 14, 2015 (Parking)
Resolution No. 160523-05	Dated May 23, 2016 (Water and Sewer)
Resolution No. 160808-04	Dated August 8, 2016 (Solicitation)
Resolution No. 171023-07	Dated October 23, 2017 (Building; Police Removal)
Resolution No. 180312-06	Dated March 12, 2018 (Building Penalty)
Resolution No. 181126-07	Dated November 26, 2018 (Parking)
Resolution No. 190325-09	Dated March 25, 2019 (Water)
Resolution No. 201109-06	Dated November 9, 2020 (Water Rates - Cross Connection)
Resolution No. 210927-06	Dated September 27, 2021 (Cost Recovery & Right of Way)
Resolution No. 211213-04	Dated December 13, 2021 (Water and Sewer Rates)
Resolution No. 220613-05	Dated June 13, 2022 (UB Turn On/Off & Park Deposit)
Resolution No. 221114-06	Dated November 14, 2022 (Park Reservations)
Resolution No. 231127-08	Dated November 27, 2023 (Parks, Water, Cost Recovery)
Resolution No. 241125-	Dated November 25, 2024 (Parks)

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 241125-8D

RESOLUTION TO AUTHORIZE CONTINUATION OF THE EMS SERVICE AS PROVIDED BY THE SWARTZ CREEK AREA FIRE DEPARTMENT

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek and Clayton Township operate a joint fire department pursuant to the provision of MSA 5.2640(6), in which a joint board has been established to operate the fire department; and

WHEREAS, The Swartz Creek Area Fire Board oversees the operation of the joint department under the applicable interlocal agreement and bylaws that are adopted by the two municipalities; and

WHEREAS, the City and Township approved changes to the department bylaws, job descriptions, and budget to enable emergency medical runs by the Swartz Creek Area Fire Department; and

WHEREAS, the Swartz Creek City Council finds the service to be beneficial operational area.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek hereby approves and affirms the function of emergency medical runs and associated departmental functions by the Swartz Creek Area Fire Department.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 241125-8F

RESOLUTION TO APPROVE A SUB-RECIPIENT AGREEMENT WITH GENESEE COUNTY PARKS FOR HOUSING AND URBAN DEVELOPMENT FEDERAL FUNDS

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek, Grand Blanc Township, and Mundy Township applied for congressionally designated spending through Congressman Kildee’s office through the Housing and Urban Development Department; and

WHEREAS, the requested funds were to be used to make improvements at Otterburn Park; and

WHEREAS, funds were awarded at a lower amount than requested, but they are still available for a scalable project as administered by the Genesee County Parks; and

WHEREAS, Genesee County Parks is requesting a sub-recipient agreement to set the terms and conditions for use of said funds.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek hereby approves the Sub-recipient agreement with City of Swartz Creek for HUD Grant Funds B-24-CP-MI-1144 as included in the City Council Packet of November 25, 2024 and further directs the City Manager to be the designated contact and to execute said agreement.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 241125-11A

ADJOURN

Motion by Councilmember: _____

I Move the Swartz Creek City Council adjourn the regular council meeting of November 25, 2024.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE REGULAR COUNCIL MEETING
DATE November 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: Melen, Spillane, Gilbert, Hicks, Krueger, Knickerbocker, Henry.

Councilmembers Absent: None.

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

Others Present: Fire Chief Plumb, Joe Perreault, Richard Mattson, Steve Tabit-Assistant Fire Chief, Girl Scout Troop 77465-Althea, Gwyn, Avery, Lilli, Ellie, Kayla, Skylar, Marie Ovsenik & Laurie Shafer

Others Virtually Attended: Lania Rocha

NOMINATIONS & ELECT MAYOR

Motion No. 241112-01

Nomination of Councilmember Henry by Councilmember Hicks for the office of Mayor.

Nomination of Councilmember Krueger by Councilmember Krueger for the office of Mayor.

Nomination of Councilmember Gilbert by Councilmember Gilbert for the office of Mayor.

Close nominations for the Swartz Creek Council Mayor.

Vote to elect Mayor

Councilmember Knickerbocker: Henry
Councilmember Gilbert: Henry
Councilmember Hicks: Henry
Councilmember Krueger: Henry
Councilmember Melen: Henry
Councilmember Henry: Henry

Councilmember Spillane: Henry

Elected (*Minimum 4 Votes Needed*): Henry

NOMINATIONS & ELECT MAYOR PRO TEM

Motion No. 241112-02

Nomination of Councilmember Hicks by Councilmember Henry for the office of Mayor Pro Tem.

Nomination of Councilmember Gilbert by Councilmember Gilbert for the office of Mayor Pro Tem.

Close nominations for the Swartz Creek Council Mayor Pro Tem.

Vote to elect Mayor Pro Tem

Councilmember Spillane:	Hicks
Mayor Henry:	Hicks
Councilmember Melen:	Hicks
Councilmember Krueger:	Gilbert
Councilmember Hicks:	Hicks
Councilmember Gilbert:	Gilbert
Councilmember Knickerbocker:	Hicks

Elected (*Minimum 4 Votes Needed*): Hicks

APPROVAL OF MINUTES

Resolution No. 241112-03

(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 October 28, 2024 to be circulated and placed on file.

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

APPROVAL OF AGENDA

Resolution No. 241112-04

(Carried)

Motion by Councilmember Krueger

Second by Councilmember Gilbert

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

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

CITY MANAGER'S REPORT

Resolution No. 241112-05

(Carried)

Motion by Councilmember Melen
Second by Councilmember Gilbert

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

Discussion Ensued.

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

MEETING OPENED TO THE PUBLIC:

Clerk Renee Kraft introduced Girl Scout Troop 77465 and informed the council they had just had a mock election, then she gave the results of the election.

Girl Scout Troop 77465 leader Laurie Shafer thanked the clerk and council for a great introduction to how government works and helping them earn their government badge.

Girl Scouts from Troop 77465: Althea, Gwyn, Avery, Lilli, Ellie, Kayla, and Skylar discussed government, answered questions asked by Councilmembers and told some really good jokes.

Girl Scout Troop 77465 leader Marie Ovsenik thanked the clerk for teaching the girls how to vote today and holding a mock election for them.

COUNCIL BUSINESS:

PRESENTATION BY FIRE CHIEF DAVE PLUMB: Discussed delivery of fire truck, the next purchase and current trucks. Discussed the fire truck that is currently up for auction."

RESOLUTION TO APPROVE THE LEASE ABATEMENT FOR THE COMMUNICATION TOWER IN ELMS PARK

Resolution No. 241112-06

(Not Carried)

Motion by Mayor Pro Tem Hicks
Second by Councilmember Krueger

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

WHEREAS, the tower is currently without an active wireless provider; and

WHEREAS, the Landlord and Tenant desire and intend to amend and supplement the Agreement as provided in the Second Amendment to Communications Site Lease Agreement (Ground) as included in the city council packet of November 12, 2024; and

WHEREAS, the Tenant requests to reduce existing monthly rents to 25% of the current rate until such time as sub-tenants locate on said Premises; and

WHEREAS, the Tenant requests to include two additional five (5) year terms to the lease.

NOW, THEREFORE, BE IT RESOLVED, the City of Swartz Creek City Council hereby approves the Second Amendment to Communications Site Lease Agreement (Ground) as included in the city council packet of November 12, 2024 and further directs the Mayor to execute said agreement on behalf of the City.

Discussion Ensued.

YES: None.

NO: Krueger, Knickerbocker, Henry, Melen, Spillane, Gilbert, Hicks.

Motion Denied.

RESOLUTION TO RECOMMEND AMENDMENT TO ZONING APPENDIX A, SECTION 13: GENERAL PROVISIONS

Resolution No. 241112-07

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Knickerbocker

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

WHEREAS, the planning commission, with the assistance of staff, and input by the public, reviewed specific changes to the zoning ordinance at a meeting on November 6, 2024, and;

WHEREAS, the planning commission, at a public hearing at their meeting on November 6, 2024 and in reviewing the criteria in Zoning Ordinance Section 24.02, found the proposed zoning ordinance amendments to be in the best interest of the public and recommended approval to the city council.

THEREFORE, I MOVE the City of Swartz Creek ordains:

**CITY OF SWARTZ CREEK
ORDINANCE NO. 468**

An ordinance to amend the Code of Ordinances: Zoning Appendix A to add Amend Section 13.14: Renewable Energy Standards

THE CITY OF SWARTZ CREEK ORDAINS:

Section 1. Addition of Articles to Appendix A of the Code of Ordinances.

The City hereby amends Section 13 to the Code of Ordinances of Appendix A by adding Section 13.14 as follows:

Section 13.14. Renewable Energy Standards Definitions.

A. Definitions. The following definitions apply to provisions of Section 13.14 through Section 13.18 only.

1. *Accessory Battery Energy Storage System:* A battery energy storage system intended primarily to serve the electricity needs of the applicant property but may, at times, discharge into the electric grid.
2. *Accessory Solar Energy System:* A small-scale solar energy system with the primary purpose of generating electricity for the principal use on the site.

3. *Accessory Ground-Mounted Solar Energy System*: A ground-mounted solar energy system with the purpose primarily of generating electricity for the principal use on the site.
4. *ANSI*: American National Standards Institute.
5. *A-Weighted Sound Level*: The sound pressure level in decibels as measured on a sound level meter using the A-weighting network, as expressed as dB(A) or dBA.
6. *Building-Mounted Solar Energy System*: A solar energy system attached to the roof or wall of a building, or which serves as the roof, wall or window or other element, in whole or in part, of a building.
7. *Building-Integrated Solar Energy System*: A solar energy system that is an integral part of a primary or accessory building or structure (rather than a separate mechanical device), replacing or substituting for an architectural or structural component of the building or structure. Building-integrated systems include, but are not limited to, photovoltaic or hot water solar energy systems that are contained within roofing materials, windows, skylights, and awnings.
8. *Construction*: Any substantial action taken constituting the placement, erection, expansion, or repowering of an energy facility.
9. *Dark sky-friendly lighting technology*: A light fixture that is designed to minimize the amount of light that escapes upward into the sky.
10. *dBA*: The sound pressure level in decibels using the “A” weighted scale defined by the American National Standards Institute (ANSI).
11. *Decibel*: A unit used to measure the intensity of a sound or the power level of an electric signal by comparing it with a given level on a logarithmic scale.
12. *Dual Use*: A solar energy system that employs one or more of the following land management and conservation practices throughout the project site:
 - a) *Pollinator Habitat*: A site designed to have vegetation that will enhance pollinator populations, including a diversity of flowering plants and wildflowers, and meets a score of 76 or more on the Michigan Pollinator Habitat Planning Scorecard for Solar Sites.
 - b) *Conservation Cover*: A site designed with practices to restore native plants, grasses, and prairie with the aim of protecting specific species or providing specific ecosystem services, such as carbon sequestration or soil health. The site must be designed in partnership with a conservation organization or approved by the Genesee County Conservation District.
 - c) *Forage/Grazing*: Sites that incorporate rotational livestock grazing and forage production as part of a vegetative maintenance plan.
 - d) *Agrivoltaics*: Sites that combine raising crops for food, fiber, or fuel, and generating electricity within the project area to maximize land use.
13. *Energy Storage System (ESS)*: A system that absorbs, stores, and discharges electricity. Energy storage facility does not include fossil fuel storage or power-to-gas storage that directly uses fossil fuel inputs.
14. *Ground-Mounted Solar Energy System*: A solar energy system mounted on support posts, like a rack or pole, that is attached to or rests on the ground. The system is not attached to and is separate from any building on the property.

15. *Independent power producer (IPP)*: A person that is not an electric provider but owns or operates facilities to generate electric power for sale to electric providers, the state, or local units of government.
16. *Leq*: The equivalent average sound level for the measurement period.
17. *Maximum Tilt*: The maximum angle of a solar array (i.e. most vertical position) for capturing solar radiation as compared to the horizon line.
18. *Minimum Tilt*: The minimal angle of a solar array (i.e. most horizontal position) for capturing solar radiation as compared to the horizon line.
19. *Nameplate capacity*: The designed full-load sustained generating output of an energy facility. Nameplate capacity shall be determined by reference to the sustained output of an energy facility even if components of the energy facility are located on different parcels, whether contiguous or noncontiguous.
20. *NFPA*: National Fire Protection Association.
21. *Non-participating Property*: A property that is adjacent to an energy facility and that is not a participating property.
22. *Occupied community building*: A school, place of worship, day-care facility, public library, community center, or other similar building that the applicant knows or reasonably should know is used on a regular basis as a gathering place for community members.
23. *Participating Property*: Real property that either is owned by an applicant or that is the subject of an agreement that provides for the payment by an applicant to a landowner of monetary compensation related to an energy facility regardless of whether any part of that energy facility is constructed on the property.
24. *Person*: An individual, governmental entity authorized by this state, political subdivision of this state, business, proprietorship, firm, partnership, limited partnership, limited liability partnership, co-partnership, joint venture, syndicate, business trust, labor organization, company, corporation, association, subchapter S corporation, limited liability company, committee, receiver, estate, trust, or any other legal entity or combination or group of persons acting jointly as a unit.
25. *Principal-Use (Large) Energy Facility*: A large, principal-use energy system. An energy facility may be located on more than 1 parcel of property, including noncontiguous parcels, but shares a single point of interconnection to the grid.
26. *Principal-Use (Large) Energy Storage System*: An Energy Storage System (ESS) that is a principal use (or co-located with a second principal use), is designed and built to connect into the transmission grid and has a nameplate capacity of 50 MW or more and an energy discharge capacity of 200 MWh or more.
27. *Principal-Use (Large) Solar Energy System*: A Principal-Use SES with a nameplate capacity of 50 MW or more for the primary purpose of off-site use through the electrical grid or export to the wholesale market.
28. *Principal-Use (Small) Solar Energy System*: A Principal-Use SES with a nameplate capacity of less than 50 MW for the primary purpose of off-site use through the electrical grid or export to the wholesale market.
29. *Repowering*: The replacement of all or substantially all of the energy facility for the purpose of extending its life. Repowering does not include repairs related to

the ongoing operations that do not increase the capacity or energy output of the energy facility.

30. *Roof-Mounted Solar Energy System*: A solar energy system mounted on a racking that is attached to or ballasted on the roof of a building or structure.
31. *Sound Pressure*: The difference at a given point between the pressure produced by sound energy and the atmospheric pressure, expressed as pascals (Pa).
32. *Sound Pressure Level*: Twenty times the logarithm to the base 10, of the ratio of the root-mean-square sound pressure to the reference pressure of micro pascals, expressed as decibels (dB). Unless expressed with reference to a specific weighing network (such as dBA), the unit dB shall refer to an unweighted measurement.
33. *Solar Energy System (SES)*: A system that captures and converts solar energy into electricity, for the purpose of sale or for use in locations other than solely the solar energy system property. A solar energy system includes, but is not limited to, the following equipment and facilities to be constructed by an electric provider or independent power producer: photovoltaic solar panels; solar inverters; access roads; distribution, collection, and feeder lines; wires and cables; conduit; footings; foundations; towers; poles; crossarms; guy lines and anchors; substations; interconnection or switching facilities; circuit breakers and transformers; energy storage systems; overhead and underground control; communications and radio relay systems and telecommunications equipment; utility lines and installations; generation tie lines; solar monitoring stations; and accessory equipment and structures.
34. *Solar Thermal System*: A system of equipment that converts sunlight into heat.

B. *Accessory solar energy systems*, as defined in Section 13.14 Renewable Energy Standards Definitions, include building-mounted, building-integrated, and ground-mounted systems with the primary purpose of generating electricity for the principal use on the site. Accessory solar energy systems are subject to the following standards:

1. *Permitted Use*. Accessory solar energy systems are permitted accessory uses in all zoning districts, subject to administrative review and approval.
2. *Application Criteria*. An application seeking installation of an accessory solar energy system shall be made to the zoning administrator in line with Section 21.03 Sketch plan review process and shall also include the following information:
 - a) Sketch plan showing the proposed location of the accessory solar energy system, the primary structure, any accessory structures, and setbacks from lot lines.
 - b) For building-mounted or building-integrated systems, horizontal and vertical elevation drawings showing the location and height of the SES on the building and dimensions of the SES.
 - c) For ground-mounted systems, elevation drawings showing height, dimensions of the SES, and tilt features if applicable.
3. *Exemptions from Permitting*. The following are exempt from review and permitting:

- a) The installation of one (1) solar panel with a total area of less than eight (8) square feet.
 - b) The installation of device-specific solar panels, which exclusively power the device it is attached to and is less than one (1) square foot in area.
 - c) Repair and replacement of existing solar energy equipment, provided that there is no expansion of the size or coverage area of the system.
4. *Standards for Accessory Solar Energy Systems.* All accessory SES shall be subject to the following requirements, as well as applicable standards listed below for building-mounted or ground-mounted systems:
- a) The exterior surfaces of solar energy systems shall be generally neutral in color and substantially non-reflective of light.
 - b) Solar energy systems shall be installed, maintained, and used only in accordance with the manufacturer's directions. Upon request, a copy of such directions shall be submitted to the zoning administrator prior to installation. The zoning administrator may inspect the completed installation to verify compliance with the manufacturer's directions.
 - c) Accessory SES shall conform with all County, State, and Federal regulations and safety requirements as well as applicable industry standards.
5. *Building-Mounted Solar Energy Systems.* Building-mounted solar energy systems, including roof-mounted systems and building integrated systems, are subject to the following requirements:
- a) Solar energy systems that are mounted on the roof of a building shall not project more than five (5) feet above the highest point of the roof but, in any event, shall not exceed the maximum building height for the zoning district in which it is located, and shall not project beyond the eaves of the roof.
 - b) Solar energy systems that are roof-mounted, wall-mounted or otherwise attached to a building or structure shall be permanently and safely attached to the building or structure. Proof of the safety and reliability of the means of such attachment shall be submitted to the zoning administrator prior to installation; such proof shall be subject to the zoning administrator's approval.
 - c) Solar energy systems that are wall-mounted shall not exceed the height of the building wall to which they are attached.
 - d) Solar energy systems shall not be mounted on a building wall that is facing an adjacent public right-of-way.
 - e) A building-mounted SES installed on a non-conforming building, structure, or use shall not be considered an expansion of the nonconformity, but shall be required to meet all height and placement requirements.
6. *Ground-Mounted Solar Energy Systems.* Ground-mounted solar energy systems are subject to the following requirements:
- a) Accessory ground-mounted solar energy systems shall be located as follows:
 - 1) Shall be located in the rear yard or non-required side yard.

- 2) Should extenuating circumstances exist that prevent the system from being located in the rear or non-required side yard, the Planning Commission may have the authority to approve a location in the front yard, but in no event shall the energy system be located within the front yard setback. The applicant shall demonstrate to the Commission that the rear or side yard is not feasible.
 - b) Accessory ground-mounted SES shall have a minimum height as detailed in the manufacturer's specifications, but shall in no case exceed fourteen (14) feet in height, measured from the ground at the base of such equipment, when oriented at maximum tilt.
 - c) Ground-mounted SES shall be permanently and safely attached to the ground. Proof of the safety and reliability of the means of such attachment shall be submitted with the application and be subject to the zoning administrator's approval.
 - d) The total area of accessory ground-mounted SES shall not exceed fifty percent (50%) of the square footage of the principal building.
 - e) An accessory ground-mounted SES installed on a non-conforming use or lot shall not be considered an expansion of the nonconformity, but shall be required to meet all placement and height requirements.
7. *Building-Integrated Solar Energy Systems.* Building-integrated SES are subject to zoning regulations applicable to the building or structure and not subject to accessory ground or building-mounted SES permits.

C. *Accessory energy storage systems,* as defined in Section 13.14 Renewable Energy Standards Definitions, with the primary purpose of serving the electricity needs of the applicant property are a permitted accessory use in all zoning districts. Accessory energy storage systems shall follow the regulations associated with accessory uses.

D. A *small principal-use SES,* as defined in Section 13.14 Renewable Energy Standards Definitions, is a special land use in the I-1, Light Industrial, and I-2, Heavy Industrial, zoning districts subject to site plan and special land use review requirements, and shall meet the following requirements:

1. *Height.* Total height for a small principal-use SES shall not exceed a maximum of sixteen (16) feet in height, measured from the ground at the base of such equipment, when oriented at maximum tilt. The Planning Commission may permit up to twenty (20) feet in height for small principal-use systems as part of the special land use approval, to allow for grazing or other operations.
2. *Lot Coverage.* The total area of a small principal-use SES shall not be included in the calculation of the maximum permitted lot coverage requirement for the parcel of land.
3. *Installation and safety.* Small principal-use SES shall be properly installed to ensure safety, and meet the following requirements:
 - a) Solar energy systems shall be safely attached to the ground. Proof of the safety and reliability of the means of such attachment shall be submitted

with the special land use application and shall be subject to the Planning Commission's approval.

- b) Solar energy systems shall be installed, maintained and used only in accordance with the manufacturer's directions. A copy of such directions shall be submitted with the special land use application. The special land use, if granted, may be subject to the zoning administrator's inspection to determine compliance with the manufacturer's directions.
4. *Appearance.* The exterior surfaces of solar energy systems shall be generally neutral in color and substantially non-reflective of light.
5. *Compliance with construction and electrical codes.* A small principal-use SES, and the installation and use thereof, shall comply with all applicable construction codes and electric codes, including state construction codes and the National Electric Safety Code.
6. *Fencing.* A small principal-use SES shall be secured with perimeter fencing to restrict unauthorized access. Perimeter fencing shall comply with the latest version of the National Electric Code as of November 2023. Barbed wire is prohibited. Fencing is not subject to setback requirements.
7. *Transmission and communication lines.* All power transmission and communication lines between banks of solar panels and to nearby electric substations or interconnections with any buildings or other structures shall be located underground. Exemptions may be granted in instances when soil conditions, shape, topography, or other elements of the natural landscape interfere with the ability to bury lines, or distance makes undergrounding infeasible, at the discretion of the Planning Commission.
8. *Setbacks.* Setback distance shall be measured from the stated location below to the nearest edge of the perimeter fencing of the small principal-use SES as follows:
 - a) 300 feet from the nearest point on the outer wall of any occupied community buildings and residences on non-participating properties.
 - b) 50 feet from the nearest edge of a public road right-of-way.
 - c) 50 feet from the nearest shared property line of non-participating properties.
9. *Setback from wetlands.* A small principal-use SES shall be at least fifty (50) feet from the edge of any wetland, or any shoreline or drain easement.
10. *Sound.* The sound pressure level of a small principal-use SES and all ancillary solar equipment shall not exceed 55 dBA at the property line of adjacent non-participating properties or the exterior of any non-participating habitable structure, whichever is closer. The site plan shall include modeled sound isolines extending from the sound source to the property lines to demonstrate compliance with this standard.
11. *Lighting.* Lighting for a small principal-use SES shall be limited to inverter and/or substation locations only. A small principal-use SES shall implement dark sky friendly lighting solutions and any lighting shall be directed downward and be placed to keep light on-site and glare away from adjacent properties, bodies of water, and adjacent roadways. Flashing or intermittent lights are prohibited.

12. *Groundcover.* A small principal-use SES shall include the installation of ground cover vegetation maintained for the duration of operation until the site is decommissioned. A ground cover vegetation establishment and management plan shall be submitted as part of the site plan. Ground cover shall meet one or more of the following types of Dual Use, as defined in this Ordinance, to promote ecological benefits:
 - a) Pollinator Habitat
 - b) Conservation Cover
 - c) Forage/Grazing
 - d) Agrivoltaics
13. *Drainage.* Drainage on the site shall be maintained in a manner consistent with, or improved upon, existing natural drainage patterns. Any disturbance to drainage or water management practices must be managed within the property and on-site, in order to not negatively impact surrounding properties as a result of the development. This shall be maintained for the duration of the operation and shall be able to be returned to pre-existing conditions following decommissioning. Any existing drainage tiles that are identified on the property shall be shown on the as-built drawings submitted following construction.
14. *Landscaping/Screening.* Landscaping shall be provided in accordance with the standards required in Article 20 Landscaping.
15. *Signage.* Signage shall be permitted in accordance with Article 14 Sign Regulations. Signage shall be required to identify the owner and provide a 24-hour emergency contact phone number.
16. *Agricultural Protection.* A small principal-use SES shall be sited to minimize impacts to agricultural production, including the following:
 - a) Systems shall be sited to minimize land disturbance or clearing except for minimally necessary. Topsoil shall be retained on-site.
 - b) Any access drives shall be designed to minimize the extent of soil disturbance, water runoff, and soil compaction.
17. *Battery Storage.* On-site battery storage accessory to a small principal-use solar energy system is prohibited.
18. *Decommissioning.* A decommissioning plan that is consistent with agreements reached between the applicant and other landowners of participating properties and that ensures the return of all participating properties to a useful condition similar to that which existed before construction, including removal of above-surface facilities and infrastructure that have no ongoing purpose. The decommissioning plan shall include, but is not limited to, financial assurance in the form of a bond, a parent company guarantee, or an irrevocable letter of credit, but excluding cash. The amount of the financial assurance shall not be less than the estimated cost of decommissioning the energy facility, after deducting salvage value, as calculated by a third party with expertise in decommissioning, hired by the applicant. However, the financial assurance shall be posted in increments as follows:
 - a) At least 25% by the start of full commercial operation.
 - b) At least 50% by the start of the fifth year of commercial operation.
 - c) 100% by the start of the tenth year of commercial operation.

19. *Abandonment.* In the event that a small principal-use SES has not been in operation for a period of one year without a waiver from the Planning Commission, the system shall be considered abandoned and shall prompt an abandonment hearing conducted by the City Council. If deemed abandoned after a hearing, the system shall be removed by the applicant or the property owner and the site shall be stabilized and re-vegetated, in compliance with the approved decommissioning plan. If the abandoned system is not removed or repaired, amongst other available remedies, the City may pursue legal action against the applicant and property owner to have the system removed and assess its cost to the tax roll of the subject parcel. The applicant and property owner shall be responsible for the payment of any costs and attorney's fees incurred by the City in securing removal of the structure. The City may utilize the benefit of any performance guarantee being held to offset its cost. As a condition of approval, the applicant and property owner shall give permission to the City to enter the parcel of land for this purpose.
20. *Annual Reports.* For a small principal-use SES, a written annual report shall be submitted to the Planning Commission by a date determined at the time of special land use approval. The annual report shall include an update on electricity generation by the project, as well as document all complaints received regarding the small principal-scale solar energy system along with the status of complaint resolutions and the actions taken to mitigate the complaints.
21. *Additional approvals and agency reviews.* The following approval and agency reviews shall be required, as applicable:
 - a) Local Fire Chief;
 - b) Department of Environment, Great Lakes, and Energy (EGLE);
 - c) Genesee County Drain Commissioner;
 - d) Genesee County Road Commission;
 - e) Genesee County Health Department;
 - f) Federal Aviation Administration (FAA);
 - g) Local Airport Zoning (if applicable);
 - h) Building Department;
 - i) Tax Assessor.
22. *Operations Agreement.* The applicant shall provide the Planning Commission with an operations agreement, which sets forth the operations parameters, the name and contact information of the certified operator, inspection protocol, emergency procedures and general safety documentation. It shall be a condition of approval that the Zoning Administrator shall be notified and provided copies of any changes.
23. *Indemnity/Insurance.* The City shall be indemnified from all third-party claims for personal or property damage arising from the developer's negligent and/or intentional acts and/or omissions during construction, maintenance, and decommissioning of the small principal-scale solar energy system and shall be listed as an additional insured on applicable insurance policies during the life of the project.
24. *Maintenance and Repair.* Repair, replacement, and maintenance of components is permitted without the need for a new special land use permit. Proposals to

change the project footprint of an existing system shall be considered a new application.

25. *Site Plan Requirements.* Small Principal-Use SES are subject to submittal and approval of a site plan meeting all requirements in Article 21 Site Plan Review, as well as the following requirements:

- a) Small principal-use SES shall be submitted at a scale of 1" = 200 feet;
- b) Location of all arrays, including dimensions and layout of arrays, ancillary structures and equipment, utility connections, dwellings on the property and within three-hundred (300) feet of the property lines, any existing and proposed structures, wiring locations, temporary and permanent access drives, fencing details, screening and landscaping detail, and any signage;
- c) Plan for land clearing and/or grading required for the installation and operation of the system;
- d) Plan for ground cover establishment and management;
- e) Anticipated construction schedule;
- f) Sound modeling study including sound isolines extending from the sound source(s) to the property lines;
- g) A decommissioning plan in accordance with Section 13.17.R Decommissioning;
- h) Additional studies may be required by the Planning Commission if reasonably related to the standards of this Ordinance as applied to the application, including but not limited to:
 - 1) Visual Impact Assessment: A technical analysis by a third party qualified professional of the visual impacts of the proposed project, including a description of the project, the existing visual landscape, and important scenic resources, plus visual simulations that show what the project will look like (including proposed landscaping and other screening measures), a description of potential project impacts, and mitigation measures that would help to reduce the visual impacts created by the project.
 - 2) Environmental Analysis: An analysis by a third-party qualified professional to identify and assess any potential impacts on the natural environment including, but not limited to, wetlands and other fragile ecosystems, wildlife, endangered and threatened species. If required, the analysis shall identify all appropriate measures to minimize, eliminate or mitigate adverse impacts identified and show those measures on the site plan, where applicable.
 - 3) Stormwater Study: An analysis by a third-party qualified professional that takes into account the proposed layout of the principal-use scale solar energy system and how the spacing, row separation, and slope affects stormwater infiltration, including calculations for a 100-year rain event. Percolation tests or site-specific soil information shall be provided to demonstrate infiltration on-site without the use of engineered solutions.

- 4) Glare Study: An analysis by a third-party qualified professional to determine if glare from the principal-use solar energy system will be visible from nearby residents and roadways. If required, the analysis shall consider the changing position of the sun throughout the day and year, and its influences on the principal-use solar energy system.
26. *As-Built Drawings.* A set of as-built drawings shall be submitted to the City following project completion and prior to energy generation within the project.
- E. The following standards are intended to regulate *Principal-Use (Large) Energy Facilities*, as defined in Section 13.14 Renewable Energy Standards Definitions, as a Compatible Renewable Energy Ordinance in accordance with Part 8 of P.A. 233 of 2023.
1. *Application Process.* An electric provider or IPP that proposes to obtain a certificate from the Michigan Public Service Commission to construct an energy facility within the City shall follow the following application process, unless exempt as noted in Section 222 (4) of PA 233:
 - a) At least 60 days before the public meeting provided for in MCL 460.1223, an electric provider or IPP shall offer in writing to meet with the City Manager, or the Manager's designee, to discuss the site plan. The offer to meet must be delivered by email and certified mail and must also be sent to the City Council in care of the City Clerk in the same manner. The Manager or Manager's designee must respond within 30 days from the offer to meet.
 - b) Within 30 days following the meeting described in paragraph 1, the City Manager shall notify the electric provider or IPP planning to construct the energy facility that the City has a compatible renewable energy ordinance. If all affected local units with zoning jurisdiction provide similar timely notice to the electric provider or IPP, then the electric provider or IPP shall file for approval of a permit with the City.
 - c) To file for approval of a permit the electric provider or IPP must submit a complete application to the City Clerk. The application form to be used shall be adopted by resolution of the City Council. The application shall contain the items set forth in MCL 460.1225(1), except for (l)(j) and (s). The application may also require other information to determine compliance with this Compatible Renewable Energy Ordinance. By resolution, the City may establish an application fee and escrow policy to cover the City's reasonable costs of review and processing of the application, including but not limited to staff, attorney, engineer, planning, environmental, or other professional costs.
 2. *Application Requirements.* Any application for a Principal-Use (Large) Energy Facility shall contain all of the following:
 - a) The complete name, address, and telephone number of the applicant.
 - b) The planned date for the start of construction and the expected duration of construction.
 - c) A description of the energy facility, including a site plan as described in Section 224 of the Clean and Renewable Energy Waste Reduction Act,

2008 PA 295, MCL 460.1224. The following items must be shown on the site plan:

- 1) A map of all properties upon which any component of a facility or ancillary feature would be located, and for solar energy or energy storage systems, all properties within one thousand (1,000) feet. This should indicate the location of all existing structures and shall identify such structures as occupied or vacant.
 - 2) Lot lines and required setbacks shown and dimensioned.
 - 3) Size and location of existing and proposed water utilities, including any proposed connections to public, or private community sewer or water supply systems.
 - 4) A map of any existing overhead and underground major facilities for electric, gas, telecommunications transmission within the facility and surrounding area.
 - 5) The location and size of all surface water drainage facilities, including source, volume expected, route, and course to final destination.
 - 6) A map depicting the proposed facilities, adjacent properties, all structures within participating and adjacent properties, property lines, and the projected sound isolines along with the modeled sound isolines including the statutory limit.
- d) A description of the expected use of the energy facility.
 - e) Expected public benefits of the proposed energy facility.
 - f) The expected direct impacts of the proposed energy facility on the environment and natural resources and how the applicant intends to address and mitigate these impacts.
 - g) Information on the effects of the proposed energy facility on public health and safety.
 - h) A description of the portion of the community where the energy facility will be located.
 - i) A statement and reasonable evidence that the proposed energy facility will not commence commercial operation until it complies with applicable state and federal environmental laws, including, but not limited to, the Natural Resources and Environmental Protection Act, 1994 PA 451, MCL 324.101 to 324.90106.
 - j) Evidence of consultation, before submission of the application, with the Department of Environment, Great Lakes, and Energy and other relevant state and federal agencies before submitting the application, including, but not limited to, the Department of Natural Resources and the Department of Agriculture and Rural Development.
 - k) The Soil and Economic Survey Report under Section 60303 of the Natural Resources and Environmental Protection Act, 1994 PA 451, MCL 324.60303, for the county where the proposed energy facility will be located.
 - l) Interconnection queue information for the applicable regional transmission organization.

- m) If the proposed site of the energy facility is undeveloped land, a description of feasible alternative developed locations, including, but not limited to, vacant industrial property and brownfields, and an explanation of why they were not chosen.
- n) If the energy facility is reasonably expected to have an impact on television signals, microwave signals, agricultural global position systems, military defense radar, radio reception, or weather and doppler radio, a plan to minimize and mitigate that impact. Information in the plan concerning military defense radar is exempt from disclosure under the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246, and shall not be disclosed by the commission or the electric provider or independent power producer except pursuant to court order.
- o) A stormwater assessment and a plan to minimize, mitigate, and repair any drainage impacts at the expense of the electric provider or IPP. The applicant shall make reasonable efforts to consult with the county drain commissioner before submitting the application and shall include evidence of those efforts in its application.
- p) A fire response plan and an emergency response plan.
 - 1) The fire response plan (FRP) shall include:
 - i. Evidence of consultation or a good faith effort to consult with local fire department representatives to ensure that the FRP is in alignment with acceptable operating procedures, capabilities, resources, etc. If consultation with local fire department representatives is not possible, provide evidence of consultation or a good faith effort to consult with the State Fire Marshal or other local emergency manager.
 - ii. A description of all on-site equipment and systems to be provided to prevent or handle fire emergencies.
 - iii. A description of all contingency plans to be implemented in response to the occurrence of a fire emergency.
 - iv. For energy storage systems, a commitment to conduct, or provide funding to conduct, site-specific training drills with emergency responders before commencing operation, and upon request while the facility is in operation. Training should familiarize local fire departments with the project, hazards, procedures, and current best practices.
 - v. A commitment to review and update the FRP with fire departments, first responders, and county emergency managers at least once every three (3) years.
 - vi. An analysis of whether plans to be implemented in response to a fire emergency can be fulfilled by existing local emergency response capacity. The analysis should include identification of any specific equipment or training deficiencies in local emergency response capacity and recommendations for measures to mitigate deficiencies.
 - vii. Other information the applicant finds relevant.

- 2) The emergency response plan (ERP) shall include:
 - i. Evidence of consultation or a good faith effort to consult with local first responders and county emergency managers to ensure that the ERP is in alignment with acceptable operating procedures, capabilities, resources, etc.
 - ii. An identification of contingencies that would constitute a safety or security emergency (fire emergencies are to be addressed in a separate fire response plan);
 - iii. Emergency response measures by contingency;
 - iv. Evacuation control measures by contingency;
 - v. Community notification procedures by contingency;
 - vi. An identification of potential approach and departure routes to and from the facility site for police, fire, ambulance, and other emergency vehicles;
 - vii. A commitment to review and update the ERP with fire departments, first responders, and county emergency managers at least once every three (3) years;
 - viii. An analysis of whether plans to be implemented in response to an emergency can be fulfilled by existing local emergency response capacity, and identification of any specific equipment or training deficiencies in local emergency response capacity; and
 - ix. Other information the applicants finds relevant.
- q) A decommissioning plan that is consistent with agreements reached between the applicant and other landowners of participating properties and that ensures the return of all participating properties to a useful condition similar to that which existed before construction, including removal of above-surface facilities and infrastructure that have no ongoing purpose. The decommissioning plan shall include, but is not limited to, financial assurance in the form of a bond, a parent company guarantee, or an irrevocable letter of credit, but excluding cash. The amount of the financial assurance shall not be less than the estimated cost of decommissioning the energy facility, after deducting salvage value, as calculated by a third party with expertise in decommissioning, hired by the applicant. However, the financial assurance shall be posted in increments as follows:
 - 1) At least 25% by the start of full commercial operation.
 - 2) At least 50% by the start of the fifth year of commercial operation.
 - 3) 100% by the start of the tenth year of commercial operation.
- r) A report detailing the sound modeling results along with mitigation plans to ensure that sound emitted from the facilities will remain below the statutory limit throughout the operational life of the facilities.
- s) A photometric plan to demonstrate compliance with dark sky-friendly lighting solutions.
- t) For energy storage systems, evidence of compliance with NPFA 855 including, but not limited to:
 - 1) Commissioning Plan (NFPA 855 Chapters 4.2.4 & 6.1.3.2)

- 2) Emergency Operation Plan (NFPA 855 Chapter 4.3.2.1.4)
 - 3) Hazard Mitigation Analysis (NFPA 855 Chapter 4.4)
3. *Application Review.* The application shall be processed subject to the provisions of this Article. The Planning Commission shall approve or deny the application within 120 days after receiving a complete application. This deadline may be extended by up to 120 days if jointly agreed upon by the City Council and the applicant. In consideration of the application, the Planning Commission must approve the application and issue a permit for the requested construction if it complies with the standards as detailed in Section 13.18.D for a large principal-use solar energy system or Section 13.18.E for a large principal-use energy storage system.
 4. *Principal-Use (Large) Solar Energy System (SES):* A large principal-use SES is a permitted use in all zoning districts subject to site plan review by the planning commission, and shall meet the following requirements:
 - a) *Height:* Total height for a large principal-use SES shall not exceed a maximum of twenty-five (25) feet above ground when the arrays are at maximum tilt.
 - b) *Setbacks:* Setback distance shall be measured from the stated location below to the nearest edge of the perimeter fencing of the large principal-use SES as follows:
 - 1) 300 feet from the nearest point on the outer wall of any occupied community buildings and residences on non-participating properties.
 - 2) 50 feet from the nearest edge of a public road right-of way.
 - 3) 50 feet from the nearest shared property line of non-participating parties.
 - c) *Fencing:* A large principal-use SES shall be secured with perimeter fencing to restrict unauthorized access. Perimeter fencing shall comply with the latest version of the National Electric Code as of November 2023 or any applicable successor standard approved by the Michigan Public Service Commission (MPSC) as reasonable and consistent with the purposes of Subsection 226(8) of the Clean and Renewable Energy Waste Reduction Act, 2008 PA 295, MCL 460.1226.
 - d) *Lighting:* A large principal-use SES shall implement dark sky-friendly lighting solutions.
 - e) *Sound:* The sound pressure level of a large principal-use SES and all ancillary solar equipment shall not exceed 55 dBA (Leq (1-hour)) at the nearest outer wall of the nearest dwelling of an adjacent non-participating lot. Decibel modeling shall use the A-weighted sound level meter as designed by the American National Standards Institute.
 - f) *Michigan Public Service Commission requirements:* Principal-use large SES shall comply with any more stringent requirements adopted by the MPSC as provided in MCL 460.1226(8)(a)(vi).
 5. *Principal-Use (Large) Energy Storage System (ESS):* A large principal-use energy storage system is a permitted use in all zoning districts subject to site

plan review by the planning commission, and shall meet the following requirements:

- a) *NFPA Compliance and other Applicable Codes*: Large principal-use energy storage systems (ESS) shall comply with the version of NFPA 855 “Standard for the Installation of Stationary Energy Storage Systems” in effect on November 29, 2024, or any applicable successor standard adopted by the MPSC as reasonable and consistent with the purposes of this subsection.
 - b) *Setbacks*: Setback distance shall be measured from the stated location below to the nearest edge of the perimeter fencing of the large principal-use ESS as follows:
 - 1) Occupied community buildings and residences on non-participating properties: 300 feet from the nearest point on the outer wall of the building or residence.
 - 2) Public road right of way: 50 feet from the nearest edge of a public road right-of-way.
 - 3) Non-participating parties: 50 feet from the nearest shared property line.
 - c) *Sound*: The sound pressure level of a large principal use ESS shall not exceed a noise level of 55 dBA (Leq (1-hour)) as modeled at the nearest outer wall of the nearest dwelling located on an adjacent non-participating lot. Decibel modeling shall use the A-weighted scale as designed by the American National Standards Institute.
 - d) *Lighting*: The large principal-use ESS will implement dark sky friendly lighting solutions.
 - e) *Michigan Public Service Commission Requirements*: Large principal-use energy storage systems shall comply with any more stringent requirements adopted by the MPSC as provided in MCL 460.1226(8)(c)(v).
6. *Issuance and Compliance with Permit.*
- a) Upon approval of an application, the City shall issue the permit to the electric provider or IPP. Construction of the proposed energy facility must begin within 5 years after the date the permit is issued and any challenges to the grant of the permit are concluded. The City Council may extend this timeline at the request of the electric provider or IPP without requiring a new application.
 - b) The permit shall require the electric provider or IPP to remain in compliance at all times with the standards identified for approval of the permit and all documentation submitted with and affirmations made in the application, including, but not limited to, the site plan, decommissioning plan, fire response plan, and emergency plan. No changes may be made to the permit by the electric provider or IPP without the written agreement of the City. The energy facility must further comply with all local ordinances, state and federal laws and regulations except as otherwise provided in Section MCL 460.1231. The City shall not revoke a permit except for material noncompliance with the permit by the electric provider or IPP.

- c) A permit may be transferred to another electric provider or IPP upon the filing with the City of an attestation by the transferee that it accepts the terms of the permit and acknowledges that it is subject to this Ordinance.
- 7. *Section Host Community Agreement.* The permit holder shall enter into a host community agreement with the City within 90 days after issuance of the permit. The host community agreement shall require that, upon commencement of any operation, the energy facility owner must pay the City \$2,000.00 per megawatt of nameplate capacity located within the City. The payment shall be used as determined by the City for police, fire, public safety, or other infrastructure, or for other projects as agreed to by the City and the permit holder within said 90 days.
- 8. *Section Interpretation.* The provisions contained in this Article are intended to meet the definition of a Compatible Renewable Energy Ordinance pursuant to 2023 PA 233, as may be amended, MCL 460.1221 et. seq. and shall only be interpreted in a manner consistent with such intent.

Section 2. Effective date.

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

Discussion Ensued.

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

NO: None. Motion Declared Carried.

MEETING OPENED TO THE PUBLIC:

Richard Mattson: Has seen good changes in Swartz Creek. Would like to see charging stations.

REMARKS BY COUNCILMEMBERS:

Councilmember Knickerbocker: Asked if sign will come down soon on Oakview. City Manager Adam Zettel responded that they cannot come down until completion.

Councilmember Gilbert: Thanked everyone that made it to the Veteran's Memorial ceremony.

Mayor Pro Tem Hicks: December meetings are at 6:00pm. Suggested new bio's for website. Cracks were tried to be filled.

Councilmember Melen: Thanked Clerk Renee Kraft for bringing Girl Scout Troop 77465 to the meeting.

Councilmember Krueger: Congratulated the new Mayor.

Councilmember Spillane: Questioned if old trucks for DPS are out to auction and if new ones are in service yet? Response was yes. Questioned the ARPA funds. City Manager Adam Zettel explained that it was the end of the year, but they extended it. Dedication for boulder placed in Abrams Park- going to be November 23 at 11:00am. The boulder was funded by the descendants of Crapo.

Mayor Henry: Thank Krueger for his years of service as Mayor and welcomed Councilmember Walt Melen. Thanked everyone for voting for him for Mayor, and stated he serves with exceptional people.

ADJOURNMENT

Resolution No. 241112-08

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Melen

I Move the Swartz Creek City Council adjourn the regular meeting at 8:07 p.m.

Unanimous Voice Vote.

Nate Henry, Mayor

Renee Kraft, CMC, MiPMC-2, City Clerk

11/20/2024

CHECK REGISTER FOR CITY OF SWARTZ CREEK
CHECK DATE FROM 10/01/2024 - 10/31/2024

Check Date	Check	Vendor Name	Description	Amount
Bank GEN CONSOLIDATED ACCOUNT				
10/04/2024	56(E)	RICK CLOLINGER	RICK CLOLINGER RETIREE MEDICAL REINBURS	811.64
10/04/2024	57(E)	FIDELITY SECURITY LIFE INSUR/EYEMED	RETIREE VISION OCTOBER 2024	39.36
10/04/2024	53989	AGROSCAPING INC.	BIOSWALE ON TRAIL (BRISTOL/ELMS PATH) 40 (40) MORRISH RD TREES	4,475.00 <u>21,105.00</u>
				25,580.00
10/04/2024	53990	REBECCA BOSAS	CLOTHING ALLOWANCE - BOSAS	298.98
10/04/2024	53991	JASON BOYD	BOYDS LAWN & LANDSCAPING BOYDS LAWN & LANDSCAPING	960.00 <u>680.00</u>
				1,640.00
10/04/2024	53992	CHARTER TOWNSHIP OF MUNDY	ECONOMIC DEV SVS JULY - AUG 9 2024	4,779.53
10/04/2024	53993	CHASE CARD SERVICES	MONTHLY STATEMENT SEPTEMBER	928.76
10/04/2024	53994	CITY OF SWARTZ CREEK	UB 5363 WINSHALL UB 5121 MORRISH UB 8083 CIVIC DR UB 8095 CIVIC DR UB 4125 ELMS RD UB 8059 FORTINO	315.45 236.37 481.68 246.57 480.86 <u>444.82</u>
				2,205.75
10/04/2024	53995	CONSUMERS ENERGY	8011 MILLER RD	28.76
10/04/2024	53996	CONSUMERS ENERGY	5121 MORRISH RD	230.45
10/04/2024	53997	CONSUMERS ENERGY	8095 CIVIC DR	662.38
10/04/2024	53998	CONSUMERS ENERGY	5361 WINSHALL DR #2 RESTRMS 9987	35.92
10/04/2024	53999	CONSUMERS ENERGY	9099 MILLER RD	33.52
10/04/2024	54000	CONSUMERS ENERGY	5361 WINSHALL DR 8369	31.44
10/04/2024	54001	CONSUMERS ENERGY	5257 WINSHALL DR	29.80
10/04/2024	54002	CONSUMERS ENERGY	8083 CIVIC DR	528.93
10/04/2024	54003	CONSUMERS ENERGY	8499 MILLER RD	31.29
10/04/2024	54004	CONSUMERS ENERGY	8059 FORTINO DR	57.05
10/04/2024	54005	CONSUMERS ENERGY	4510 MORRISH RD	40.06
10/04/2024	54006	CONSUMERS ENERGY	5015 HOLLAND DR LOT LIGHTS	38.17
10/04/2024	54007	CONSUMERS ENERGY	5441 WHITNEY CT PAVILLION	28.76
10/04/2024	54008	CONSUMERS ENERGY	8100 CIVIC DR	759.59
10/04/2024	54009	CONSUMERS ENERGY	8301 CAPPY LN	234.70
10/04/2024	54010	CONSUMERS ENERGY	5361 WINSHALL DR NP	33.12
10/04/2024	54011	CONSUMERS ENERGY	6425 MILLER PARK & RIDE	73.73
10/04/2024	54012	CONSUMERS ENERGY	4125 ELMS RD 4353	52.59
10/04/2024	54013	CONSUMERS ENERGY	4125 ELMS RD PAVILION 4437	32.33
10/04/2024	54014	F S E	4484 MORRISH & 4494 MORRISH SURVEY	5,895.00
10/04/2024	54015	FAMILY FARM AND HOME INC	MONTHLY INVOICES SEPTEMBER 2024	1,072.93
10/04/2024	54016	FLINT WELDING SUPPLY	CYLINDER COMPRESSED OXYGEN	6.25
10/04/2024	54017	GEN CTY ROAD COMMISSION	ELMS RD BRIDGE & 2" MILL PAVING PROJECT ELMS RD BRIDGE & MILL 2" PAVING PROJECT	15,000.00 <u>14,876.63</u>
				29,876.63
10/04/2024	54018	GENESEE COUNTY CLERK	BALLOT PROGRAMMING NOV. 2024 ELECTION	300.00
10/04/2024	54019	GILL ROYS HARDWARE	SEPTEMBER 2024 INVOICES LESS DISCOUNT	141.47
10/04/2024	54020	GUIDE STUDIO, INC	WAYFINDING ASSESEMENT & SCHEMATIC PLAN C	6,225.00
10/04/2024	54021	INTEGRITY BUSINESS SOLUTIONS	KITCHEN TOWELS (2) CIRY HALL	79.98
10/04/2024	54022	INTEGRITY BUSINESS SOLUTIONS	(6) TRASH CAN LINERS FOR PARKS	590.32
10/04/2024	54023	JAY'S SEPTIC TANK SERVICE	PORT-A-JON RENTAL ABRAMS PARK PORT-A-JON RENTAL ELMS RD PARK	260.00 <u>540.00</u>

				800.00
10/04/2024	54024	KCI	UB BILLS/POSTAGE OCTOBER 2024	499.13
10/04/2024	54025	RENEE KRAFT	MILLAGE TRAVEL TO COUNTY, ELECTION ERRAN	195.12
10/04/2024	54026	KIMBERLY LYNCH	SUPPLEMENTAL FINANCE	6,000.00
10/04/2024	54027	M & M PAVEMENT MARKING	ROAD STRIPING & PAVEMNT MARKING	24,368.90
10/04/2024	54028	METRO POLICE AUTH OF GENESEE COUNTY	AUGUST 2024 ORD. FEES	4,205.85
			OPEB REIMB JULY-SEPTEMBER 2024 SZMANSKY&	2,115.36
				<u>6,321.21</u>
10/04/2024	54029	MICHIGAN PIPE AND VALVE	MARKING FLAG BLUE QTY 12-GREEN MARKING P	240.00
10/04/2024	54030	OHM ADVISORS	PROFESSIONAL SERVICES RENDERED THROUGH S	1,974.00
			CAPPY LN & DON SHENK PE THROUGH SEPTEMBE	18,257.00
				<u>20,231.00</u>
10/04/2024	54031	OHM ADVISORS	FRONTIER COMM. ROW PERMITS ESCROW	596.00
10/04/2024	54032	OHM ADVISORS	WINCHESTER WOODS SUBDIVISION IMPROVEMENT	1,917.50
10/04/2024	54033	OHM ADVISORS	WINCHESTER VILAGE LOCAL RD IMPROVEMENTS	11,259.50
10/04/2024	54034	PARAGON LABORATORIES INC	WATER SAMPLES WO SWARTZ CREEK	702.00
10/04/2024	54035	PITNEY BOWES INC.	AUGUST STATEMENT	2,030.00
10/04/2024	54036	PLANTE & MORAN PLLC	FINAL BILLING AUDIT JUNE 30 2024 FIN STM	29,310.00
10/04/2024	54037	FERGUSON ENTERPRISES INC	DPD FREE CHLR 100 DPD TOTAL CHLR & SHIPP	179.48
			(3) CHLORINE CHEMKEYRGTS 25/PK	109.62
				<u>289.10</u>
10/04/2024	54038	PRINTING SYSTEMS	ABSENT VOTER COUNTING BOARD AFFIDAVIT, P	42.07
			AV BALLOT OUTER ENVELOPE, AV RETURN ENVE	328.01
				<u>370.08</u>
10/04/2024	54039	ANDREA AURINO	ABRAMS PARK DEPOSIT REFUND #2	200.00
10/04/2024	54040	ROCKY'S GREAT OUTDOORS INC	BOOTS - SANDFORD	179.99
10/04/2024	54041	BIO-SERV CORPORATION	PEST CONTROL - PUBLIC SAFETY BLDG	69.00
			PEST CONTROL - CITY HALL/LIBRARY-SR CTR	148.00
				<u>217.00</u>
10/04/2024	54042	STAPLES	STICKY NOTES, PINK CARDSTOCK,MUTICOLOR P	54.42
			CARDSTOCK, COPY PAPER \$ PAPER DIVIDERS	190.82
			DIAL SOAP FOR PARKS	94.20
			PRINTER FOR TREASURER OFFICE	258.39
				<u>597.83</u>
10/04/2024	54043	STATE OF MICHIGAN	MCAT CERT RENEWAL JAN -DEC 2025 KBROWN	50.00
10/04/2024	54044	SUBURBAN AUTO SUPPLY	BARTTERY FOR 3-08	189.99
			HEAD LAMP BULB FOR 6-16 PICK UP	12.99
				<u>202.98</u>
10/04/2024	54045	TRANSNATION TITLE AGENCY OF MI MASO	EARNEST MONEY DEPOSIT FOR 4484 & PORTION	1,138.75 V
10/07/2024	54046	ADS PLUS PRINTING LLC	2024 FALL NEWS LETTERS	838.68
10/07/2024	54047	CONSUMERS ENERGY	SIRENS TRAFFIC LIGHTS 1997	32.14
10/07/2024	54048	CONSUMERS ENERGY	ELMS PARKING LOT AREA LIGHTS 2300	47.41
10/07/2024	54049	CONSUMERS ENERGY	TRAFFIC LIGHTS 1781	491.01
10/07/2024	54050	CONSUMERS ENERGY	STREET LIGHTS 1294	3,920.65
10/07/2024	54051	CONSUMERS ENERGY	4524 MORRISH RD	73.93
10/07/2024	54052	CONSUMERS ENERGY	48473 LED LIGHT RD WORCHESTER/CHESTERFIE	5,962.86
10/11/2024	54053	Void		V
10/17/2024	58(E)	ENERGY REDUCTION COALITION	EXCESS BENEFIT PAYMENT SEPTEMBER 2024	1,149.08

10/17/2024	59(E)	FIDELITY SECURITY LIFE INSUR/EYEMED	RETIREE VISION OCTOBER 2024	39.36
10/17/2024	54054	ADS PLUS PRINTING LLC	BUSINESS CARDS R KRAFT 250 EA	39.00
			2024 FALL NEWS LETTERS	1,422.85
			2024 HALLOWEEN YARD SIGNS	155.50
				<u>1,617.35</u>
10/17/2024	54055	AMERICAN SEWER CLEANERS	5052 MORRISH MANHOLE @ INGALLS TO MANHOL	290.00
10/17/2024	54056	MACQUEEN EQUIPMENT LLC	STREET SWEEPER REPAIRS & MAINT	185.11
10/17/2024	54057	JASON BOYD	BOYDS LAWN & LANDSCAPING	760.00
			BOYDS LAWN & LANDSCAPING	880.00
				<u>1,640.00</u>
10/17/2024	54058	COMMUNITY IMAGE BUILDERS	PROFESSIONAL SERVICES 6/12/24 THRU 9/25/	3,861.75
10/17/2024	54059	DELTA DENTAL PLAN	RETIREE BENIFITS NOVEMBER 2024	428.58
10/17/2024	54060	DIAMOND PRECAST LLC	6" ADJUSTING RING SANITARY SEWER(2)	160.00
10/17/2024	54061	DIPONIO CONTRACTING, LLC	STREET BOND 003-CAT 001 CITY	307,432.64
			USDA WATER MAIN AND LOCAL ROAD IMPROVEMN	144,736.19
			USDA WATER MAIN AND LOCAL ROAD IMPROVEME	26,772.30
			USDA WATER MAIN AND LOCAL STREET IMPROVE	9,543.75
				<u>488,484.88</u>
10/17/2024	54062	DISPLAY SALES COMPANY	14 IN RED VELOUR BOWS 100	1,270.00
10/17/2024	54063	FERGUSON WATERWORKS #3386	5/8 HEX NUT, H/HEAD CAP SCREW, 1 1/2 MTR	22.54
			2 MACH10 CF 15-1/4 LL X	1,029.30
			4X5 21 WIRE FLAG BLUE & GREEN 100 PK, 8X	351.75
				<u>1,403.59</u>
10/17/2024	54064	GOVERNMENT FORMS AND SUPPLIES LLC	COUNCIL MINUTE MINUTE PAPER & FREIGHT	181.75
10/17/2024	54065	HOGAN, KWAME	UB refund for account: 0000149400	268.69
10/17/2024	54066	LEGACY ASSESSING SERVICES INC	ASSESSING SERVICES OCTOBER 2024	2,888.97
10/17/2024	54067	LIFETIME URGENT CARE	DOT PHYS-LEAVITT-SANDFORD	180.00
10/17/2024	54068	METRO POLICE AUTH OF GENESEE COUNTY	POLICE SERVICES 10/1-12/31/24	319,698.75
10/17/2024	54069	MICHIGAN PIPE AND VALVE	100 H RISER RING, 2965 ADJ RING, BLUE &	532.80
10/17/2024	54070	MMTA	MEMBERSHIP RENEWAL NICHOLS 1/1/25-12/31/	99.00
10/17/2024	54071	MOLLY MAID OF METAMORA LLC	CLEANING CITY HALL SEP13 ,27 & OCTOBER 1	558.00
10/17/2024	54072	AMY NICHOLS	TRAVEL EXPENSE TO GENESEE COUNTY TREASUR	23.19
10/17/2024	54073	OHM ADVISORS	USDA PHASE II WATER MAIN ENGINEERING SER	13,430.50
			USDA PHASE II WATER MAIN ENGINEERING SER	10,527.00
				<u>23,957.50</u>
10/17/2024	54074	PRIORITY WASTE LLC	9/14-9/30/24 COLLECTION SERVICES	26,364.00
10/17/2024	54075	JUSTIN POTTER	ELMS RD PARK DEPOSIT REFUND #2	200.00
10/17/2024	54076	SHANNON MYERS	ELMS RD PARK DEPOSIT REFUIND #2	200.00
10/17/2024	54077	DMO SOUTH LLC	2024 Sum Tax Refund 58-36-577-014	6,758.59
10/17/2024	54078	ROWE PROFESSIONAL SERVICES CO	5 YEAR COMMUNITY RECREATION PLAN SEPT 1-	165.00
10/17/2024	54079	BETTY SHANNON	CONTRACT REIMB RETIREE MEDICAL JANUARY T	874.59
10/17/2024	54080	SHIRT TRAVELER LLC	12 YARD SIGNS & YARD STAKES	130.00
10/17/2024	54081	STATE OF MICHIGAN-DEPART. TREA	2024 MCAT RENEWAL J FORREST	50.00
10/17/2024	54082	STATE OF MICHIGAN-DEQ WTR	DRINKING WATER LAB TESTING	96.00
10/17/2024	54083	SUPER FLITE OIL CO INC	FUEL - DPW SEPTEMBER 2024	1,191.41
10/17/2024	54084	SUPERFLITE-OIL CO INC	UB refund for account: 0000109900	46.52
10/17/2024	54085	SWARTZ CREEK AREA FIRE DEPT.	SEPTEMBER MONTHLY RUNS	4,445.44
10/17/2024	54086	SWARTZ CREEK AREA FIRE DEPT.	TRAINING PAY FOR AUG	424.56
10/17/2024	54087	SWARTZ CREEK AREA FIRE DEPT.	APPARATUS FINAL NEW TRUCK PAYMENT	107,012.28
10/17/2024	54088	UNUM LIFE INSURANCE	RETIREE LIFE NOVEMBER 2024	31.47
10/17/2024	54089	VC3 INC	MICROSOFT BUSNS STANDARD/EXCHANGE ONLINE	190.80
10/17/2024	54090	VERIZON WIRELESS	MONTHLY INVOICE OCT 2- NOV 01 2024	337.39
10/17/2024	54091	VISUAL EDGE IT	CONTRACT 09/22/24-10/22/24	254.14
10/17/2024	54092	WEB MATTERS	WEBSITE CREATION, TECH LABOR, DOMAIN NAM	4,295.00
10/17/2024	54093	ADAM ZETTEL	AMERICAN PLANNING ASSOCIATION REIMBURS	728.00

10/28/2024	60(E)	RICK CLOLINGER	RICK CLOLINGER RETIREE MEDICAL REINBURS	811.64
10/28/2024	54094	ADKISSON AIR 1 HEATING & COOLING	4484 MORRISH RD FURNACE INSPECTION, WIRE	221.00
10/28/2024	54095	AGROSCAPING INC.	STUMP REMOVAL. TREE PLANTING (CE GRANT	11,370.00
10/28/2024	54096	ASPHALT RESTORATION INC	OVERBAND CRACK SEALING	27,540.00
10/28/2024	54097	BS & A SOFTWARE	PERMIT APPLICATION SUBMISSION, MISCELLAN	2,100.00
10/28/2024	54098	CATO, JEFFRY	UB refund for account: 0001320500	270.27
10/28/2024	54099	CHASE CARD SERVICES	MONTHLY STATEMENT OCTOBER	975.69
10/28/2024	54100	DEE CRAMER	REPAIR SENIOR CENTER AIR CONDIONER INSTA	300.00
10/28/2024	54101	DIPONIO CONTRACTING, LLC	USDA WATER MAIN AND LOCAL ROAD IMPROVEMN	285,071.80
10/28/2024	54102	DLZ MICHIGAN INC	1000 CCTV INTEGRATION LABOR RATE	1,638.00
			MS4 COMPLIANCE PROGRAM SERVICES FY 2025	92.00
				<u>1,730.00</u>
10/28/2024	54103	ESPERANZA, JESSICA	UB refund for account: 0000160800	219.63
10/28/2024	54104	FERGUSON WATERWORKS #3386	(2) 1 GAL 8 LB PIPE JT LUB NSF NEW FORM	62.38
10/28/2024	54105	GENESEE CTY DRAIN COMMISSIONER	BULK WATER- WATER RTS WATER COMMODITY 8/	112,302.73
10/28/2024	54106	GENESEE CTY DRAIN COMMISSIONER	SEWER7-01/24 THRU 9/30/24 5,191,186 CF	181,589.62
10/28/2024	54107	INTEGRITY BUSINESS SOLUTIONS	KITCHEN TOWELS & TISSUE PAPER CITY HALL	383.92
			KITCHEN TOWELS (4) TISSUE (4) PUBLIC WOR	383.92
				<u>767.84</u>
10/28/2024	54108	FORREST M SPITZER	TREE WORK @ABRAMS & ELMS RD PARK 10/18/2	2,770.00
			5151 DON SHANKGROUND A SPLIT TREE STUMP	70.00
			5331 SEYMOUR TRIMMED 1 MAPLE & 5325 SEYM	800.00
			5194 SEYMOUR REMOVED BROKEN LIMBS & TRIM	500.00
				<u>4,140.00</u>
10/28/2024	54109	JAY'S SEPTIC TANK SERVICE	PORT-A-JON RENTAL ELMS RD PARK	540.00
			PORT-A-JON RENTAL ABRAMS PARK OCT 22 202	260.00
				<u>800.00</u>
10/28/2024	54110	KCI	2024 WINTER TAX BILLS POSTAGE	862.19
10/28/2024	54111	KLEMENS, JENNIFER	UB refund for account: 0007862700	400.00
10/28/2024	54112	KNAPHEIDE TRUCK EQUIPMENT	OUTFITTING TRUCK 8-24	8,967.00
			OUTFITTING TRUCK 9-24	8,967.00
				<u>17,934.00</u>
10/28/2024	54113	METRO POLICE AUTH OF GENESEE COUNTY	SEPTEMBER 2024 ORD. FEES	3,854.40
10/28/2024	54114	MICHIGAN PIPE AND VALVE	4' KEY SM END W/2 HANDLE SPECIAL ORDER	236.00
10/28/2024	54115	AMY NICHOLS	TRAINING IN OKEMOS	74.64
			BANK RUNS FOR SEPTEMBER & OCTOBER 152.4	102.11
				<u>176.75</u>
10/28/2024	54116	PARAGON LABORATORIES INC	WATER SAMPLES WO SWARTZ CREEK OCTOBER 9	702.00
10/28/2024	54117	JINDRA, ALEXANDER	2024 Sum Tax Refund 58-35-400-011	3,258.88
10/28/2024	54118	SIMEN FIGURA & PARKER PLC	MONTHLY INVOICE SEPTEMBER 2024	3,406.50
10/28/2024	54119	STAPLES	COPY PAPER & CARD STOCK & DYMO LABELS	43.73
10/28/2024	54120	STATE OF MICHIGAN-DEQ WTR	DRINKING WATER LAB TESTING FOR THE CITY	3,071.75
10/28/2024	54121	SWARTZ CREEK COMMUNITY CHURCH	NOVEMBER 5TH 2024 ELECTION RENTAL FEE F	1,225.00
10/28/2024	54122	T.G. PRIEHS LLC	SCHOOL ST MILLING , HMA 4EL, MOBILIZATIO	33,638.54
			RAUBINGER RD EDGE MILL, HMA 4EL, MOBILIZ	29,366.35
			MAPLE ST EDGE MILL, HMA 4EL, MOBILIZATIO	37,088.43
				<u>100,093.32</u>

GEN TOTALS:

Total of 139 Checks:	1,970,767.62
Less 2 Void Checks:	1,138.75
Total of 137 Disbursements:	<hr/> 1,969,628.87



November 8, 2024

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

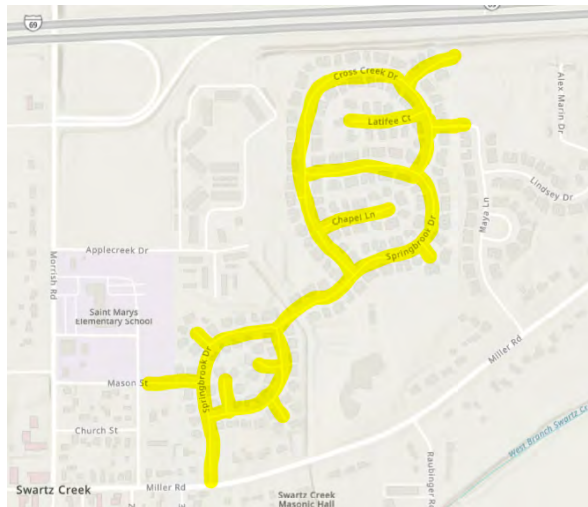
**RE: Professional Services
Springbrook Colony Road Assessment**

Dear Mr. Zettel:

The City of Swartz Creek (City) has requested OHM Advisors to assist in developing an assessment for the roads and storm sewer within Springbrook Colony for the City to consider prior to accepting the roads and storm sewers into their jurisdiction. We commend the City for doing their due-diligence and appreciate the opportunity to submit this proposal.

STATEMENT OF UNDERSTANDING

We understand that the Springbrook Colony Home Owners Association (HOA) is requesting the City annex the roads and storm sewer within the HOA to become Public Act 51 Certified Roads in the City. We understand the City would like to ensure the roads meet the City’s design standards for public roads or have been constructed to acceptable standards. We understand the City would like to assess the condition of the existing roads and portions of the storm sewer to determine what was constructed and receive recommendations on proposed rehabilitation and/or reconstruction efforts prior to accepting the roads. The Springbrook Colony roads to be included in the assessment are as shown below on the map highlighted in yellow:





SCOPE OF SERVICES

Our proposed scope of services is outlined below:

TASK 1 – Geotechnical Investigation

Under this task, OHM will coordinate with a subconsultant to provide pavement cores and soil borings to a depth of 5' to assess the existing road section and base material. Specific work efforts are as follows:

- ▼ Coordinate with a geotechnical subconsultant to provide 12 pavement cores and borings within the existing roadway to a depth of 5'.
- ▼ Review and compare the results of the geotechnical investigation against the City's standards and as-built plans.

TASK 2 – Storm Sewer Investigation

Under this task, OHM will utilize a subconsultant to provide video investigation of the existing storm sewer system to assess the condition of the storm sewer. Specific work efforts are as follows:

- ▼ Coordinate with a subconsultant to provide videotaping of the existing storm sewer system.
- ▼ OHM will review the results of the video investigation and identify any critical replacement areas.
- ▼ For pricing information the quotes were obtained based on light cleaning and CCTV the following storm quantities estimated from the old Springbrook plans, actual quantities may vary:
 - 3,786 lft of 12-inch storm sewer
 - 870 lft of 15-inch storm sewer
 - 1,558 lft of 18-inch storm sewer
 - 130 lft of 21-inch storm sewer
 - 559 lft of 24-inch storm sewer

TASK 3 – Field Investigation and Recommendations

Under this task, OHM will perform a site visit to review existing road conditions. Utilizing all available data and the site visit notes, OHM will prepare proposed recommendations to the City with associated Engineers Opinion of Probable Costs. Specific work efforts are as follows:

- ▼ Perform one site visit to investigate the existing conditions of the asphalt pavement and curb and gutter.
- ▼ Identify potential areas of potential subgrade undercutting or concern within the roadway.
- ▼ In depth review of storm sewer and geotechnical information and provide recommendations
- ▼ Prepare recommendations for proposed reconstruction or rehabilitation of the roads
- ▼ Prepare Engineers Opinion of Probable Costs based on the proposed recommendations and recent cost trends for the associated work scopes.
- ▼ Attend up to 2 meetings with the City to review project status and discuss estimated costs

PROJECT SCHEDULE

The proposed tasks can be completed within approximately 3 months of Authorization. Please understand timelines may change depending on when each phase is authorized and weather depending on the Geotechnical Investigation and Storm Sewer Investigation.

Potential schedule-related items that may impact task durations are as follows:

- ▼ Scheduling of meetings.
- ▼ Inclement weather.



We are prepared to commence work on this project upon receipt of your written authorization to proceed.

COMPENSATION

The professional services will be performed on a time and expense basis in accordance with the enclosed *Standard Terms and Conditions* for the not-to-exceed amount broken down as follows:

Task 1: Geotechnical Investigation	\$ 5,150.00 *
Task 2: Storm Sewer Investigation	\$ 36,913.66 *
Task 3: Site Visit and Recommendations	\$ 7,500.00
ENGINEERING DESIGN SERVICES TOTAL:	\$ 49,563.66

*Indicates task performed by others

CLARIFICATIONS AND ASSUMPTIONS

Our Proposal was prepared based on the following assumptions:

- Sidewalks, sanitary sewer, and watermain assessments are not included in this scope of work.
- Heavy cleaning of storm sewer is not included in the subconsultant's scope
- Detailed design and survey information is not included in this scope of work
- If additional labor effort or change in schedule is required beyond described herein, OHM Advisors will negotiate an amendment with the City. OHM Advisors will not proceed with additional services without written authorization to proceed from the City.
- As needed meetings and scheduled support shall be conducted in accordance with the Scope of Services as described herein. Additional meetings or service, not described within our Scope of Services, shall be considered additional services.

AUTHORIZATION AND ACCEPTANCE

If you find this proposal acceptable, please sign below and return it to us as authorization to proceed. We appreciate the opportunity to provide you with this proposal. This proposal is good for 30 days from the date of this letter. If you have any questions or comments, please contact me at robert.daavettila@ohm-advisors.com or 810-215-0171.

Sincerely,
OHM Advisors

Robert Daavettila, PE
Project Manager

Enclosures: Standard Terms and Conditions, Sub Consultant Proposals

Cc: Rob Binscik, Director of Public and Community Services
File



**City of Swartz Creek
Professional Services**

Accepted By: _____

Title: _____

Date: _____

TERMS & CONDITIONS



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

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



MATERIALS TESTING CONSULTANTS

October 31, 2024
Proposal No. 18798

OHM Advisors
34000 Plymouth Road
Livonia, Michigan 48150

Attention: Robert Daavettila, P.E.
Project Manager

Reference: Proposal for Pavement Coring Services
Springbrook Colony Pavement Coring
Swartz Creek, Michigan

Dear Mr. Daavettila:

In response to your RFP received by email on October 29, 2024, Materials Testing Consultants is pleased to submit this proposal for providing a pavement coring services. The work will be conducted in accordance with our active Continuing Services Agreement. A description of the geotechnical scope of service and associated fees are provided herein.

SCOPE OF SERVICE

MTC has been requested to provide a pavement investigation for Springbrook Colony for streets including Springbrook Drive, Country Meadow Drive, Cross Creek Drive, Chapel Lane, Latifee Court and Nemer Court. We understand the homeowners association may turn the ownership of the roads to the City of Swartz Creek.

A total of 12 pavement cores with associated soil borings have been requested. Cores will be drilled using a portable core drill with a 4-inch diameter diamond core barrel. The shallow borings associated with pavement cores will include sampling of the base and subbase material (where present) and sampling of subgrade material at regular intervals via hand auger to a depth of up to 5 ft. Hand auger borings may encounter refusal at depths shallower than 5 ft.

The test drilling will be performed Monday through Friday during normal business hours. Our client has or will obtain permission for MTC's right-of-entry onto private property as required to access the boring locations. Given the low volume of traffic expected on the roads, traffic control will consist of delineation of our work areas with traffic cones, without traffic regulators.

The boreholes will be backfilled with soil cuttings generated during the drilling process and patched at the surface with asphalt cold patch. Due to potential environmental handling



restrictions, any excess soil cuttings will not be removed from the site by MTC. Special onsite disposal requests may incur an additional charge.

- Boring Schedule: 12 pavement cores with shallow borings
- Field Engineer: Site reconnaissance, stake borings, maintain boring logs
- Borings Staked By: MTC engineer
- Utility Clearance By: Miss Dig

MTC will coordinate public utility staking through the Miss Dig system prior to mobilization.

MTC will establish the boring elevations at the time of our reconnaissance. The recovered soil samples will be reviewed by an MTC engineer and classified by the methods of ASTM D2488. Calibrated penetrometer tests will be performed on samples of cohesive soil to approximate the unconfined compressive strength. A geotechnical data package will be prepared containing a boring location plan, boring logs and core photographs.

SCHEDULE

We anticipate starting fieldwork within 2 to 3 weeks after authorization. We expect the fieldwork will take 3 working days to complete. Fieldwork may be delayed due to rain or other inclement weather conditions. We anticipate the completion of our geotechnical data package within 10 working days after drilling completion. Preliminary data can be reviewed with OHM Advisors prior to completion of the report.

FEES

We have estimated a fee of **\$5,150** based on the previously described scope of service and considering good, unrestricted access (no fences, site delays) to the boring locations. An invoice will be submitted upon work completion based on the actual quantities of work performed and the unit rates in the attached fee schedule. This proposal includes the mobilization of the drilling equipment and drilling through normal subsurface conditions. Environmental contamination, marginal soil conditions, underground obstructions, rubble, concrete, cobbles, boulders or other difficult drilling conditions, or crew access or standby time are outside of the estimated fee. We should be informed in writing of any environmental conditions that may be present. Rutting of the ground surface may occur.



We look forward to providing these services on this project. Should you have any questions or wish to proceed, please contact our office at your convenience.

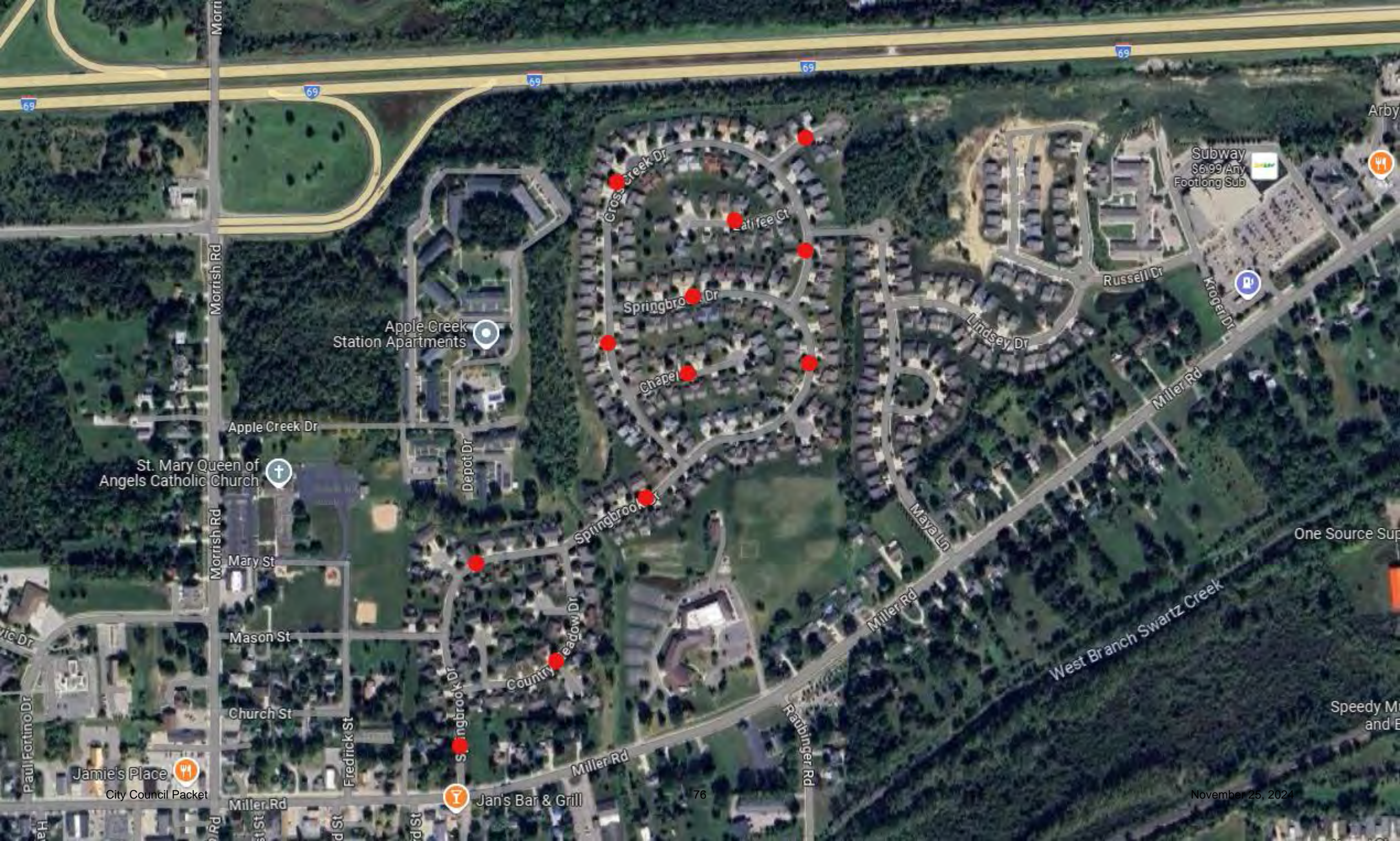
Sincerely,

MATERIALS TESTING CONSULTANTS, INC

Ryan D. Starcher, P.E.
Project Manager

Robert J. Warren, P.E.
Senior Project Manager

Atts: Requested Coring Locations
Fee Schedule



Morrish Rd

Morrish Rd

Morrish Rd

69

69

69

69

Apple Creek Station Apartments

St. Mary Queen of Angels Catholic Church

Jamie's Place
City Council Packet

Jan's Bar & Grill

Subway
\$6.99 Any Footlong Sub

Arby's

One Source Supermarket

Speedy Mart and E...

Cross Creek Dr

Springbrook Dr

Chapel Dr

Springbrook Dr

Country Meadow Dr

Springbrook Dr

Russell Ct

Lindsey Dr

Maya Ln

Miller Rd

Miller Rd

Miller Rd

Rainbinger Rd

West Branch Swartz Creek



FEE SCHEDULE

PERSONNEL

Principal	\$245/hr	SST Technician III	\$135/hr
Sr. Project Manager	\$210/hr	SST Technician II	\$125/hr
Project Manager	\$185/hr	SST Technician I	\$115/hr
Sr. Proj Eng/Geol/Env Professional	\$175/hr	Technician IV	\$115/hr
Project Eng/Geol/Env Professional	\$160/hr	Technician III	\$95/hr
Asst Proj Eng/Geol/Env Professional	\$150/hr	Technician II	\$85/hr
Sr. Staff Eng/Geol/Env Professional	\$140/hr	Technician I	\$75/hr
Staff Eng/Geol/Env Professional	\$125/hr	Project Assistant	\$70/hr
Field/Lab/SST Manager	\$150/hr		

Minimum charge for field assignment is four hours per trip. Overtime is 1.5 times standard rate. Overtime is time worked prior to 8:00 a.m., after 4:30 p.m., more than eight hours per day or Saturdays, Sundays or holidays. Chargeable time includes travel (portal to portal), time on-site, and required office time. Review of field and laboratory reports is mandatory practice and is charged at the appropriate level required.

OTHER

Mileage	\$0.90/mile	Per diem - meals (overnight)	\$70/day
Vehicle (Local Use)	\$75/day	Direct reimbursable expenses	Cost+15%

EQUIPMENT (Daily Rates unless otherwise indicated)

Geo-Environmental

Bailer	\$35/ea
Earth Resistivity	\$450
Four Gas Monitor	\$115
GPS	\$160
Ground Penetrating Radar (GPR)	\$840
Electromagnetic Locating Tool	\$170
TEXAMe Pressuremeter	\$3885/wk
Low Flow Pump	\$525
Photo-Ionization Detector	\$225
Slope Inclinator	\$450
Turbidity Meter	\$80
Water Level Meter	\$70
Vane Shear Test Apparatus	\$155
Plate/Pile Load Test Equipment	\$670
Drone	\$225
Vapor Pin Kit (day rate + \$6/point)	\$225
Gas Vapor Probe Kit	\$57
Groundwater Sampling Filters	\$21

SST

Infrared Camera	\$260
Magnetic Particle Equipment	\$95
SFRM Cohesion/Adhesion Kit	\$75/ea
Skidmore® Bolt Tension Calibrator	\$185
Torque Multiplier	\$160
Torque Wrench	\$130
Ultrasonic Equipment	\$190
UT Thickness Gauge	\$190
Positector Paint Thick (Metal Substr)	\$105
Positector Paint Thick (Non-Metal Substr)	\$260

CMT

Anchor Bolt Pull Off Tester	\$315
Avongard Crack Monitor	\$70/ea
Coring Machine	\$230
Bit Charge	\$10/in
Concrete Surface Moisture Gauge	\$145
Floor Profiler	\$315
Floor Moisture Vapor Kit	\$70/ea
Load Cell	\$380
Maturity/Temperature Sensor	\$135
Nuclear Density Gauge	\$80
Pile Echo Tester	\$225
Portable Beam Flexural Strength	\$190
Positest Adhesion Tester	\$260
Adhesion Dolly	\$14/ea
Relative Humidity Kit, F2170	\$155/plug
Roughness	\$250
Slip Resistance	\$250
Schmidt Hammer	\$260
Windsor Probe	\$260
Windsor Probe Charge Set	\$105/set

Asbestos

Air Sampling Equipment	\$105
Bulk Sampling Equipment	\$90

Safety

Traffic Sign	\$70
Arrowboard	\$210
Safety Cone	\$11



FEE SCHEDULE

LABORATORY (Rate per sample unless otherwise indicated)

Geotechnical

Modified/Standard Proctor, D1557, D698	\$260
Proctor – method C, 6” mold, add	\$100
Relative Density (Max/Min Index Density), D4253, D4254	\$575
Sieve Analysis and LBW, D6913, D1140	\$220
Grain Size Distribution, Hydrometer, D422, D7928	\$275
Specific Gravity, D854	\$160
Atterberg Limits, D4318	\$135
Soil pH, D4972	\$95
Organic Content/Loss on Ignition, D2974	\$160
Total Porosity, D854, D2216, D7263	\$180
Density & Moisture, D2216, D7263	\$65
Natural Moisture, D2216	\$32
Percent Solids	\$150
Shelby Tube - Visual Classification, D2488	\$110
Shelby Tube - Extrusion, D2488	\$65
California Bearing Ratio (per pt), D1883	\$505
Direct Shear (up to 3 pts), D3080	\$1050
Unconfined Compression, D2166	\$110
Triaxial UU (1 point), D2850	\$420
Triaxial CU (up to 3 pts), D4767	\$1995
Triaxial CD (up to 3 pts), D7181	\$2415
Laboratory Vane Shear, D4648	\$155
Consolidation, D2435, Method B	\$840
Permeability – Constant Head, D2434	\$365
Permeability – Fall. Head, EM 1110-IV-1906	\$395
Permeability – Flex Wall, D5084	\$630
Permeant Interface Device, D7100	\$300
Remolding of Samples, add	\$105
Soil Resistivity, G187	\$365
Paint Filter Test, EPA 9095B	\$210
Thermal Resistivity, D5334	\$1155

Rock Core

Hardness by Rebound Hammer, D5873	\$260
Unconfined Compression, D7012	\$285
Unconfined Compression w/ Strain, D7012	\$470
Unconfined Comp. w/ Poisson Ratio, D7012	\$735
Slake Durability Index, D4644	\$335
Point Load Strength, D5731	\$180
Indirect Tensile (per pt), D3967	\$115

Masonry

Grout Prism Compression, per prism, C1019	\$105
Hyd. Cement Cube Compression, per cube, C109	\$42
Comp. of Concrete Block Prisms, per block, C1314	\$420
Moisture, Absorption, Net Area of Concrete Block, per block, C140	\$260
Compression of Concrete Block, per block, C140	\$235
Brick Comp. Strength, Abs, Saturation, IRA, Efflorescence, set of 15, C67	\$1155

Hourly rate for special testing \$260/hour

Aggregates

Sieve Analysis and LBW, C136, C117, MTM 108, 109	\$220
Deleterious Materials, MTM 110	\$145
Percent Crushed, MTM 117	\$95
Soundness, C88	\$1050
L.A. Abrasion, C131	\$630
Specific Gravity + Absorption, C127	\$315
Specific Gravity + Absorption, C128	\$345
Unit Weight, dry-rodded, C29	\$260
Organic Impurities in Fine Aggregate, C40	\$235
Sand Equivalent Value, D2419	\$575
Fine Aggregate Angularity, MTM 118	\$235
Angularity Index, C1252	\$235
Flat and Elongated Particles, D4791	\$185

Concrete

Concrete Compression, per cylinder, C39	\$23
Cylinder Molds (cyls. not molded by MTC)	\$7
Core Compression, C42	\$90
Shotcrete cores (cut/comp. or spare), C1140	\$115
Splitting Tensile Strength, C496	\$115
Beam Flexure, C293, C78	\$125
Shrinkage Test, C157 mod	\$630
Concrete Core Absorption, C642	\$125
Alkali Silica Reactivity (ASR), C1567, C1260	\$945

Bituminous Mixtures

Marshall Stability and Flow, per plug, D6927	\$260
Bulk Specific Gravity, per plug/core, D2726	\$160
Molding Marshall Plugs, per plug, D6926	\$115
Theoretical Maximum Density (Rice), D2041	\$285
Molding Gyrotory Plugs, per plug, D6925	\$210
Moisture Content, D1461	\$115
Preparation of Bituminous Core	\$45
Mix Verification (extract, sieve, LBW, crush), MTM 325, 108, 109, 117	\$470
Core Thickness, per core, D3549	\$55

Steel

Fireproofing Density Test, AWCI Manual 12-A	\$105
Side Bends – Machine/bend, E190	\$250
Face/Root Bends – Machine/bend, E190	\$250
Tensile, Ultimate, A370	\$260
Yield with Deflective Curve	\$80
Elongation, Reduction in Area, A370	\$105
Jack Calibration	\$840

Pipe

ABS Truss Pipe Test, 8" – 15" dia., D2680	\$285
PVC Pipe Test, 6" – 8" dia., D3034	\$335



FEE SCHEDULE

TEST DRILLING

	<u>Air Knife, Vacuum Excavator</u>	<u>CME45 Truck, CME55Track, Geoprobe 7822/6620</u>	<u>Acker Renegade Track, 2060 CPT</u>	<u>Sonic Geoprobe, Marshmaster</u>	<u>Skid Steer</u>
Mobilization/Demobilization Within 30-mile radius	\$630	\$790	\$840	\$1150	
Mobilization/Demobilization Outside 30-mile radius/mile/one-way	\$21	\$26	\$28	\$29	
Crew rate for special testing, borehole grouting, well construction, access, cleanup, standby, water hauling, decontamination	\$315/hr	\$370/hr	\$390/hr	\$525/hr	\$470/day

Drill crew time is charged if soft ground conditions, wooded areas, or other site restraints are encountered.

Test Drilling and Sampling (Rate per lineal foot unless otherwise indicated)

HSA/Rotary, Normal soil conditions (N<60), 5 ft interval SPT	\$21
HSA/Rotary, Difficult soil conditions (N>59, rubble or cobbles), 5 ft interval SPT	\$34
HSA/Rotary, Drilling surcharge for 50 to 75 ft depth	\$24
HSA/Rotary, Drilling surcharge for 75 to 100 ft depth	\$29
NX Rock Coring, D2113	\$105
Rock Core Setup Fee	\$370/boring
Extra SPT samples, D1586	\$47/ea
Undisturbed thin-walled samples (Shelby tubes), D1587	\$105/attempt
Drilling through concrete or brick at surface (less than 10" thick)	\$25/in
Grout boring closed	\$12.50
Well/Piezometer construction (not including material)	\$13.50
Locking Protective Cover	\$210/ea
Flush Locking Protective Cover	\$210/ea
Steam Cleaner rental	\$275/day
55-gallon Drum (disposal not included)	\$136.50/ea
Bagged Materials (sand, bentonite, cement)	\$31.50/bag
Per Diem (lodging and meals, 2-man crew)	\$365/day
Crew Daily Travel, 50 Mile Radius	\$160/day



5140 West Michigan Avenue Kalamazoo, MI 49006

11/4/2024

ROBERT DAAVETILA, PE

OHM Advisors®

112 E. Ellen St., Suite A

Fenton, MI 48430

Robert.Daavetila@ohm-advisors.com

City of Swartz Creek - Springbrook

Taplin Tracking # 2024-0584

Dear Mr. Daavetila,

Pursuant to your request, Taplin Group, LLC (Taplin) appreciates the opportunity to submit this proposal for your consideration.

SCOPE OF WORK

Taplin will furnish necessary supervision, labor, and equipment to complete the following project:

City of Swartz Creek - Springbrook

Our Items of work include light cleaning and televising of various pipe sizes of storm sewer ranging from 12"-24" in diameter. Light cleaning shall be performed when necessary to promote camera access to televise the previously indicated sections of storm sewer to assess the condition of the existing pipe. Unit Pricing includes the proper disposal of non-hazardous debris removed during light cleaning of pipe. Unit Pricing does not include cutting, sawing, or grinding of obstructions such as roots, mineral, or deposits. Additionally, this work does not include heavy cleaning. Unit Pricing provided in Project Pricing is based on all areas of work being accessible to our equipment and is based on using the fire hydrants in the work area as a water source to perform light cleaning, when required. Any additional work required will be quoted on a case-by-case basis.

HEALTH AND SAFETY

The Taplin team embraces a proactive safety risk management program known as ELKS (Elimination of Loss through Knowledge and Stewardship). Every Taplin Employee on our project will be trained and certified in the ELKS System. A full description of our program is available upon request.

PLEASE INQUIRE ABOUT OUR OTHER SERVICE

- Automated Tube Bundle Cleaning
- Non-Entry Tank, Reactor & Vessel Cleaning
- Hydroblasting Pressures to 40K PSI
- Hydro-Excavation Service
- Utility Locating Services
- Large Diameter Pipe Cleaning
- Emergency Spill Response Services
- Pipe Inspection Services
- Hazardous Waste Hauling
- Industrial Vacuuming (wet/dry)

PROJECT PRICING

Item	Description	Qty	Unit	Rate	Extension
1.	Light Clean and CCTV 12" Storm Sewer Pipe	3786	LF	\$3.95	\$14,954.70
2.	Light Clean and CCTV 15" Storm Sewer Pipe	870	LF	\$5.95	\$5,176.50
3.	Light Clean and CCTV 18" Storm Sewer Pipe	1558	LF	\$6.12	\$9,534.96
4.	Light Clean and CCTV 21" Storm Sewer Pipe	130	LF	\$8.45	\$1,098.50
5.	Light Clean and CCTV 24" Storm Sewer Pipe	559	LF	\$11.00	\$6,149.00
				Total	\$36,913.66

TERMS AND CONTINGENCIES

- Our proposal is subject to executing a mutually negotiated and agreed construction contract including, but not limited to, the following:
 - a. An agreed schedule for the Work;
 - b. All completed Services shall be inspected and accepted the day of completion;
 - c. Owner to provide full and uninterrupted access to site;
 - d. Time and cost compensation for suspensions, delays, or extra costs caused by the Owner, their contractors, or parties under their control;
 - e. No consequential damages;
 - f. Taplin cannot accept the inclusion of "no damage for delay" clauses of any kind
 - g. A mutual indemnification provision;
 - h. Standard 30 days payment terms;
 - i. This proposal and its Assumptions, Clarifications, Standard Terms and Conditions are incorporated as an Exhibit into the signed contract, that cannot be superseded by other contract clauses;
- This quote is valid for sixty (60) days. If the project is not awarded within this time frame Taplin reserves the right to submit revised pricing.
- A signed contract or purchase order (PO) issued by Customer, incorporating the terms and conditions included in this proposal, must be in place prior to project scheduling.
 - Change Orders: all change orders or amendments to this Agreement become effective only upon acceptance by Contractor and Customer. No modifications shall be accepted in any other way.
 - This proposal is deemed proprietary information and its contents, including pricing may not be disclosed to any entity outside of the person addressed to without prior written permission by Taplin.

EXCLUSIONS

- Any items of work not specifically included or referenced in this proposal shall not be our responsibility;
- Default or delay in the completion of the work when caused by strike, riot, weather, war, terrorism, site access restrictions or other similar circumstances beyond our control, lost time will be invoiced at time and material rates, unless another equitable agreement has been agreed upon;

Thank you again for the opportunity to present this proposal. Please do not hesitate to contact me at (313) 500-4937 with any questions or clarification you might require.

Submitted by:
TAPLIN GROUP, LLC



David Guth
Business Development Manager

Accepted By:	
Signature:	
Date	

Phone: (810) 635-4464

City of Swartz Creek
Proof of Pavilion Reservation

Fax: (810) 635-2887

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

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

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

Elms Park- 4125 Elms Rd

- #1 \$80.00 (\$225.00 non-resident)
60 People Maximum Electricity
- #2 \$100.00 (275.00 non-resident)
75 People Maximum Electricity
- #3 \$50.00 (\$165.00 non-resident)
25 People Maximum
- #4 \$80.00 (\$225.00 non-resident)
60 People Maximum Electricity
- Ball Field
- Soccer Field

Abrams Park- 5225 Winshall Dr.

- #1 \$50.00 (\$165.00 non-resident)
50 People Maximum Electricity
- #2 \$50.00 (\$165.00 non-resident)
60 People Maximum
- #3 \$40.00 (\$135.00 non-resident)
35 People Maximum Electricity
- #4 \$40.00 (\$135.00 non-resident)
25 People Maximum Electricity
- Ball Field

Date of Reservation _____

Name of Responsible Party _____

Address _____ Phone: _____

City _____ Zip _____

Number of Guests _____ Nature of Activity _____

Responsible Party Signature _____

E-Mail Address _____

Deposits can be expected to be returned within 30 days of reservation date. It is suggested that photos are taken before and after the use of the pavilion. Not doing so could result in loss of your deposit.

CASH CHECK# _____

Receipt # _____

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

IF THERE ARE PROBLEMS AT THE PARK CONTACT 911.

City Official _____ Date _____

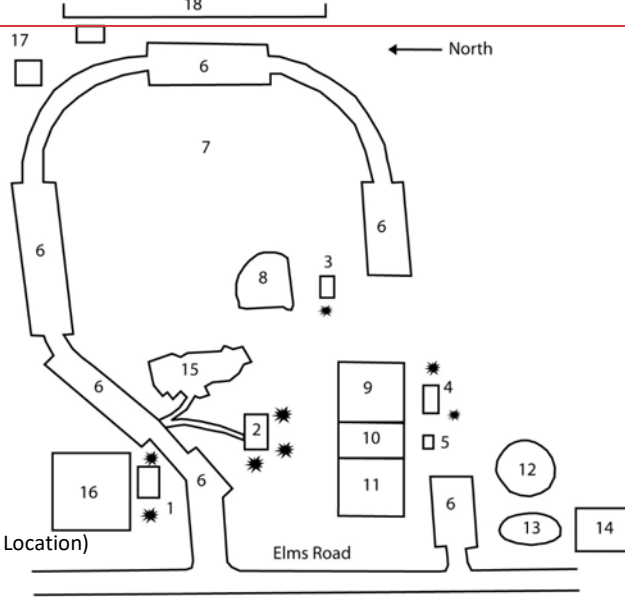
Park Reservation & Rules: November 2024 _____ Initial _____

Last Update: Draft

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Elms Park

1. Pavilion #1 (60 people)
2. Pavilion #2 (75 people)
Restrooms attached; not reservable
3. Pavilion #3 (25 people)
4. Pavilion #4 (60 people)
5. Pavilion #5 (cannot be reserved)
6. Parking
7. Soccer Field
8. Ball Field
9. Basketball Courts
10. Pickleball
11. Tennis Courts
12. Sledding Hill
13. Skating Area (Mobile Toilet Location)
14. Dog Park
15. Dragon Area Playscape
16. Playground Area
17. Volleyball with net
18. Football/Soccer (Seasonal Mobile Toilet Location)
- ☼ Grill

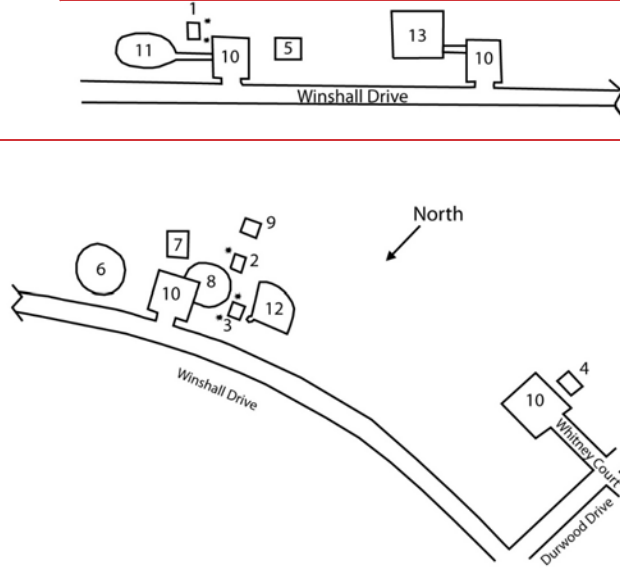


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Abrams Park

1. Pavilion #1 (50 people)
2. Pavilion #2 (60 people)
3. Pavilion #3 (35 people)
4. Pavilion #4 (25 people)
5. Book Nook
6. Sledding Hill
7. Pickleball
8. Playground
9. Rest Rooms
10. Parking
11. Playground
12. Ball Diamond
13. Basketball Courts
- ☼ Grill



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Initial

CITY OF SWARTZ CREEK
PARK RULES AND REGULATIONS

AUTHORITY. These rules are approved by the city council and enforceable pursuant to the provisions of Section 11 of the Code of Ordinances of the City of Swartz Creek, Michigan.

ORDINANCE NO. 453

Any person in violation of the park rules and regulations adopted by the city council, shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be punished by a fine of \$100 for the first offense, \$250 for the second offense, and \$500.00 for additional offenses or by imprisonment for not more than 90 days or by both fines and imprisonment at the discretion of the court.

APPLICABILITY. These rules apply to City of Swartz Creek parks, play fields, and other recreational public grounds, hereafter called parks.

1. **HOURS.** City parks shall be open to the public, daily, between the hours of 8:00 a.m. to dusk and, excepting as provided in this article, it shall be unlawful to occupy or be present in any public park during such hours when it is not open to the public. Seasonal park provisions, including water, bathroom facilities, and waste collection will be offered May through October or as directed by the city manager.

Exceptions to use of or presence in park after hours.

- 1) It shall not be unlawful for city employees, while on city business, to remain in or on public parks during such times as the park shall be closed to the public.
 - 2) It shall not be unlawful for persons other than city employees to be on or in park property after hours, provided that they have the prior approval and written permission of the city manager and that such approval shall not be granted except in pursuance of and when related to city business.
 - 3) Non-motorized paths and sidewalks, within and outside of the right of way, may be used twenty four hours a day, 365 days a year for permitted non-motorized transportation and recreation.
2. **CREEK ACCESS AND FLOOD STAGE WATER.** Creek access is permitted in Abrams Park at the risk of the user. Swimming and the use of any boat, canoe, or other floatation device within a city park during a flood event is prohibited except by emergency personnel.
 3. **SMOKING.** Smoking, including (tobacco, cannabis, e-cig, or e-cigarettes), personal vaporizers (PV) or electronic nicotine delivery systems (ENDS), is prohibited in all city parks.
 4. **PROHIBITED USES AND ACTS.** No person in any park owned or operated by the city shall:
 - 1) *Drunkenness, alcoholic liquors.* No person shall enter, be in or remain on park property while under the influence of intoxicants or under the influence of unlawful drugs or controlled substances. It shall be unlawful to bring into or use alcohol or drugs of any kind upon park property.
 - 2) *Injuring, removing property.* Willfully mark, deface, disfigure, cut, injure, tamper with, break, displace, or remove any buildings, cables, benches, tables, fireplaces, grills, light poles, fountains, tennis nets, trees, playground equipment, public utilities or parts of appurtenances thereof, signs, notices or placards, whether temporary or permanent, monuments, flag poles, stakes, posts, fences or other boundary markers, or other structures or equipment, facilities or park property or appurtenances whatsoever, either real or personal.
 - 3) *Kindling fires.* No person shall kindle or build or cause to be kindled or built a fire in any park except in designated places. In those areas where fires are permissible, such fires must be contained in a receptacle designed for the purpose of holding a fire and must be attended at all times. No person shall set fire to trash, garbage or the contents of trash receptacles at any time.
 - 4) *Pets, animals.* No person shall bring in, cause, or allow any dog, cat or other pets or animals which he owns or has permission to control to be brought within the confines of any park unless such animal be attached to a leash not to exceed eight feet in length; such leash is to be of sufficient strength to hold such animal in constant check. Disposal of animal waste is required. See Dog Park Regulations.
 - 5) *Hindering employees.* No person shall interfere with or in any manner hinder any employee of the city while engaged in constructing, maintaining, repairing or caring for any park property.
 - 6) *Restricted sections of park.* No person shall enter upon any area of the park system where persons are prohibited from going, as indicated by signs, notices or where secured by fences and gates.
 - 7) *Firearms, bow and arrows, fireworks and devices.* No person shall discharge a firearm or firework of any description while in or on park property, provided that such prohibition shall not apply to any peace officer while in the exercise of his official duties. No person shall shoot any arrow, bolt, or other projectile by the use of a

Park Reservation & Rules: [November 2024](#)

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bow, crossbow, or projectile launching device excepting in such areas as shall be specifically designated as areas for the use of the same.

- 8) *Peace, disorderly conduct.* No person shall make or excite any disturbance or contention on any public grounds or park. (No person shall use any indecent or obscene language).
 - 9) *Drinking fountains.* No person shall throw, discharge or otherwise place in the waters or any fountain, wash basin or toilets any substance, liquid or solid, which may result in water pollution or create a health hazard to the public.
 - 10) *Sleeping in parks.* No person shall sleep, whether in a vehicle, trailer, tent, hammock or other manner, on park property during the hours the park is closed, excepting in such areas as shall be specifically designated for such use. Furthermore, such use in such areas shall require the written approval and authorization of the city manager, and such approval and authorization shall clearly designate the time period within which such use may be made.
 - 11) *Dumping articles in parks.* No person shall deposit any rubbish, garbage or refuse matter, break glass or bottles in or upon any part of the park system other than such refuse accumulated from organized and acceptable activities within the park, and such refuse must be deposited in receptacles provided for that purpose. No hazardous materials are permitted to be in the park.
 - 12) *Posted signs, rules and regulations.* No person shall willfully disregard posted signs which regulate the days, hours for various activities, or any other signs installed, posted or attached for control, maintenance, safety or any other purpose within the park system.
 - 13) *Public meetings, parades.* No person, organization, club or group shall hold or participate in any parade, drill, exhibition, political meeting, religious meeting, concert, lecture or public entertainment of any kind within the park system without the express consent and written approval of the city manager.
 - 14) *Advertisements.* No person shall post, stencil or otherwise affix any placard, advertisement or notice of any kind upon or to any park property without prior written approval.
 - 15) *Offering articles for sale.* No person shall carry on any trade or business or sell or display any goods, wares or merchandise in the park system without permission from the city manager.
 - 16) *Inflatable play equipment.* Inflatable play equipment is prohibited.
 - 17) *Non-Motorized Paths.* No person shall obstruct, occupy, or otherwise use the non-motorized paths in a way that prohibits or unreasonably hinders use of the paths by others.
 - 18) *The use of nails, staples, or other permanent fasteners on park structures, equipment or tables is prohibited.*
 - 19) *The use of non-biodegradable confetti, streamers, water balloons, and similar party favors or debris is prohibited.*
 - 20) *Sound amplification systems:* The use of any amplified sound system or speaker, including DJ's, for the purpose of projecting music and related audio/visual entertainment is prohibited.
 - 21) *Animal attractions:* Petting zoos and other animal attractions are prohibited, unless part of an authorized public educational event.
5. **PARK POLICE AND EMPLOYEES.** No person shall resist any police officer or city employee exercising his duty within the park area, or fail or refuse to obey any lawful command of any such police officer or park employee, or in any way interfere with, hinder or prevent any such police officer or park employee from discharging his duty, or in any manner assist or give aid to any person in custody to escape or to attempt to escape from custody, or to rescue or attempt to rescue any person when in such custody.
6. **MOTOR VEHICLES.** The operation of motor vehicles in any park is prohibited, except in that area laid out and appropriated as driving lanes, parking area, or for motor vehicles by the city. No motor vehicle shall be driven or operated on a driving lane at a speed greater than ten miles per hour.
- 1) No person shall stop, stand or park a motor vehicle except in such areas as may be laid out and designated as a parking area by the city.
 - 2) No person shall operate a motor vehicle on any lane or service drive, whether posted or not, which is laid out as a means of access for maintenance employees to the various sections of the park system.
 - 3) No person shall park or store any motor vehicle during the hours the park is closed in any park, parking area or driving lane owned or operated by the city. Members of the police department are hereby authorized to remove any vehicles so parked or stored.
 - 4) It shall be unlawful for any person, whether a pedestrian or operating a motor vehicle of any type, to fail to obey any such applicable traffic control sign, signal, lane marking or other device, whether permanent or temporary, unless otherwise directed by a police officer or city personnel conducting city business.
7. **FEES.** Fees for pavilion and other facility rentals shall be set by resolution of the city council. Fees may be waived in full if reservations by a non-profit are found to result in a public benefit directly or if proceeds from the reserved event are found to be a benefit to the city. Monies must be paid at the time of reservation. Cancellations must be made two (2) weeks or more prior to event date and all cancellations are subject to a \$20 fee.

Deposits, in an amount set by resolution of the city council, shall also be collected for pavilion rentals. Said deposit shall be forfeited for damage to park facilities, failure to properly clean facilities, or violations of park rules that are found in connection to the rental.

8. **PAVILION RESERVATIONS.** Picnic pavilions shall be available to persons 18 years of age and older on a first-come, first-served basis. Reservations will be taken beginning on the first business day of each calendar year for city residents and the first business day of March for resident and non-resident applications. Fees and exclusive reservations are for weekends (Friday, Saturday, & Sunday) and holidays only.
9. **LIMITED USE FACILITY RESERVATIONS.** Any club, school, association, organization or recognized group desiring the use of specific areas of any park, such as picnic areas, athletic fields or ice rinks, shall file an application with the city manager and shall not use the park or area until the permit is granted.
 - 1) All permits shall require the permittee to clean up the park area after activity has terminated. All applications for permits must give the name, address and phone number of the permittee or the person responsible for the necessary policing thereof.
 - 2) All persons shall honor any special permits issued by the city, for certain areas, days and times, to clubs, organizations, teams or any other groups, including, but not limited to, picnic grounds, ball fields, skating rinks, stadiums, provided that such permit is on official forms when presented.
 - 3) Reservations will be given on a first come, first served basis beginning the first business day of each calendar year. Priority in the use of ball fields, soccer fields and similar athletic facilities in city parks shall be given to organizations scheduling regular games or matches. The city manager shall have the authority to designate organizations to provide for scheduling and oversight of use of athletic fields. Such organizations shall schedule use of the fields in a way that accommodates use by all interested organizations to the greatest extent feasible and to provide for compliance by these rules and regulations by all organizations using the athletic facilities.
 - 4) The city manager shall have the authority to restrict use of athletic fields to avoid excessive wear and tear on facilities.
 - 5) Organizations using athletic fields for scheduled games, matches and practices shall be responsible for removing litter from the areas used for their activities. In addition, organizations shall be responsible for removing and storing any equipment used in their activities. Installation of bleachers or similar facilities must be authorized by the city manager or his/her designee.
 - 6) The city will provide refuse disposal and the maintenance of athletic fields in coordination with the needs and schedules of organizations using the fields. Organizations using athletic fields that undertake specific activities uniquely required for their particular use of the fields such as the installation of bases or nets, the painting of lines on fields, etc. require prior approval.
 - 7) Playscapes, restrooms, play equipment are not available for reservation.
10. **EXPANDED PARK USE AND RESERVATIONS.** Swartz Creek-based organizations (defined as non-profit organizations or institutions with a principle office or auxiliary presence within the Swartz Creek school district) may be permitted the use of designated areas of city parks, including control during hours the parks are closed to the public, subject to the following conditions:
 - 1) Use must be pre-approved by the city council.
 - 2) The organizations' use of the park area shall not violate any local or state law nor unreasonably interfere with the use and enjoyment of adjacent park areas by others.
 - 3) The organizations shall hold the city harmless from liability for incidents arising out of the organizations' use of the park area and shall provide evidence of insurance coverage.
 - 4) The city reserves the right to direct where organizations' structures are installed and activities conducted to minimize damage to park property and facilities and to limit interference with the use of adjacent areas of the park.
 - 5) Fees shall equal the cost of all pavilion rentals for the park in use on a daily basis. Additional fees may be charged for services requested of the city and negotiated in advance, including use of barricades, additional utilities, port-a-johns, etc.
 - 6) In no case will use result in a charge for or prohibition on general access to the park by the public, by vehicle or other means.
 - 7) Reservations for this category can be granted by the city council beginning December 1 of the previous calendar year.
- 11) **VENDING.** Vending, including food trucks, is permitted on a limited basis after application to the city manager and under the administrative rules that may be set by the city, including a background check and administrative fee.

12) **DOG PARK REGULATIONS.** Within the designated dog park area in Elms Park, dogs are permitted under the following regulations. Elsewhere in the city, the city code applies.

- 1) All dogs must be leashed when not in the designated and enclosed dog park facility, including the adjacent parking lot.
- 2) Any person bringing a dog or dogs to the dog exercise area must have one leash per dog.
- 3) There shall be no more than three dogs per person allowed in the dog exercise area. Any person bringing a dog or dogs to the dog exercise area must have at least one dog feces waste bag per dog in his or her possession and must remove any feces deposited by the dog(s) in their care.
- 4) Persons under sixteen years of age visiting the dog exercise area must be accompanied and supervised by a parent or guardian or other responsible adult with permission of the parent or guardian.
- 5) Each dog shall always be under visual and voice control of the owner or other responsible person at least 16 years of age.
- 6) All dogs must have current vaccinations and licenses and shall wear a collar.
- 7) Aggressive dogs, as defined below, are not permitted in or around the dog exercise area, including but not limited to, the parking lot. Owners or other responsible persons will be held legally responsible for any injury caused by a dog that they bring in or around the dog exercise area.
An aggressive dog means:
 - i. A dog that bites a person. However, a dog shall not be considered aggressive if the dog bites a person wrongfully assaulting the dog or the dog's owner, or if the dog bites a person after being provoked by that person.
 - ii. A dog that injures or kills another domestic animal without provocation.
- 8) Female dogs in heat are not permitted in or around the dog exercise area including, but not limited to, the parking lot.
- 9) Dog owners or other responsible persons shall provide dogs with drinking water while visiting the dog exercise area when weather conditions require.
- 10) Dog owners or other responsible persons shall not keep dogs enclosed in a vehicle during hot weather which may cause injury to the dog.
- 11) Any person having knowledge of a dog having bitten, scratched, or injured a person or other animal within the dog exercise area, including but not limited to the parking lot, shall report the incident to the police department by calling 911.

13) **PUBLIC NOTICE.** The public shall be deemed to have been properly notified of the provisions of these rules and regulations upon their publication in a newspaper of general circulation in the city. Signs may be posted to insure substantial compliance with the provisions of these rules and regulations.

13) Trails. Non-motorized trails are public trails that are restricted to pedestrians and non-motorized vehicles, such as bicycles and scooters.

- 1) Stay on marked trails, respect trail conditions, and obey closures.
- 2) Pack out what you bring in and/or utilized waste receptacles.
- 3) Dismount and use the center of wet trails: alert other users before passing; maintain a safe speed (20 mph or lower); right on the right half of the trail, expect to pass; dismount and walk for bottlenecks or near obstructions.
- 4) Use of the trails for motor vehicles of any type is explicitly prohibited except for official city or emergency access.
- 5) Keep pets leashed on trails.
- 6) Walkers have the right of way on non-motorized trails.
- 7) Class 1 & Class 2 electric bicycles (pedal activated with a top speed of 20 MPH) can be used on improved surface trails; e-bikes are NOT permitted on sidewalks or aggregate surface paths.

City Council Approval: Draft of October 23, 2023

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Park Reservation & Rules: November 2024

Initial

CITY OF SWARTZ CREEK PARK & PAVILION RENTAL AGREEMENT

The Renter Agrees:

1. To abide by and enforce all rules and policies as described in this Rental Agreement and the City of Swartz Creek Park Rules and Regulations.
2. The pavilions and grounds are under the supervision of the Metro Police, the City, and its employees/representatives, who shall have the authority to restrict the use of the pavilion and grounds when it is deemed such will be detrimental to the operation of the facilities or in violation of the Rental Agreement and the City of Swartz Creek Park Rules and Regulations.
3. The pavilions and grounds shall be subject to inspection at any time.
4. Metro Police, the City, and its employees/representatives reserve the right to halt any function that is deemed to be in violation of the city's ordinances, park rules, or this agreement.
5. That they are 18 years of age or older.
6. To indemnify the City of Swartz Creek and its employees or agents for all liability to persons or property on the premises.
7. To reimburse the City of Swartz Creek for any damages to the premises, buildings, landscaping, and equipment.
- 8. To forfeit their deposit for any observed violations to this Rental Agreement and the City of Swartz Creek Park Rules and Regulations.**
9. To accept the premises in its present condition and return it in like or better condition.
10. To vacate & clean the premises prior to park closure (pictures demonstrating rental clean up and restoration are recommended).
11. There shall not be any use of nails, staples, or other fasteners on tables or structures (tape is acceptable).
12. There shall not be use of confetti, streamers, water balloons, and similar party favors that create debris.
13. To clean all tables, remove and dispose of all trash and debris, clean tables, and remove and dispose of all decorations.
14. Not to leave personal property on the premises other than during the rental period.
- 15. There will not be any alcohol consumption within the park.**
- 16. There will not be any inflatables, petting zoos, amplified sound (including DJ's) within the park.**
- 17. All cars are to park in designated areas. At no time are vehicles allowed in grassy areas near pavilions.**
18. To be responsible for cleanup of tables and extinguish all fires in grills. Please do not put coals in garbage.
19. To forfeit payment if cancellation occurs within two weeks prior to rental date, and to pay \$20 for any cancellation. Inclement weather does not negate the cancellation policy stated above.

Applicant Signature: _____ Date: _____



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES
LANSING



M. SCOTT BOWEN
DIRECTOR

14 November 2024

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

Dear Adam,

Thank you for your application to the Michigan Department of Natural Resources Community Forestry Grant (CFG) program. This program is administered by the DNR's Urban and Community Forestry Program, with funding provided by the USDA Forest Service's Urban and Community Forestry Program (FAL#10.727).

Congratulations! The committee has completed reviews of this year's grant applications, and I am pleased to inform you that the City of Swartz Creek proposal was among those recommended for funding. We have approved funding in the amount of **\$9,890.00** towards completion of the City's project. **The effective period of this grant is October 1, 2024 – September 1, 2026.** If, for any reason, you are unable to use these grant funds, please notify me as soon as possible so that I may reissue them to another project.

The Grant Agreement awards package will be sent via email through the State of Michigan's eSignature system to the email address of the Authorized Official identified on the application. The package includes:

- Grant Agreement
- Appendix A (grant proposal)
- Appendix B (Federal grant award)
- Drug Free Workplace Certification
- USDA Certification Regarding Debarment (AD-1048)

Public Act 533 of 2004 requires that all vendors and payees enroll for state payments by electronic funds transfer (EFT). On the grant agreement **please verify or provide the City's SIGMA Vendor ID and Address ID numbers and address.** This is the number and address that all payments will be made to through SIGMA, the state's Vendor Payment System. For more information visit the [SIGMA Vendor Self Service webpage](#) and for assistance on obtaining a SIGMA Vendor ID contact (888)734-9749 or email SIGMA-Vendor@Michigan.gov.

As a recipient of Federal grant funds your organization is **also required to provide their Unique Entity Identifier Number (UEI).** Please note this not the same as your Federal Employee Identification Number. Please verify or provide this number on the grant agreement. Information can be found at <https://sam.gov>.

If the grant agreement is satisfactory, please provide all required signatures and information in the identified areas and submit the package through the State of Michigan eSignature system. After the State's countersignature is obtained, the fully executed grant agreement can be downloaded from the eSignature system for your files. Grant reporting forms will be provided separately.

If you have any questions, please contact me at grayk12@michigan.gov or 734-691-1806.

Sincerely,

Kerry Gray, IRA Grant Specialist
DNR, Urban and Community Forestry Program



GENESEE COUNTY PARKS

Patrick Linihan, CPRP
Director

11/11/2024

James Avery
County Commissioner

Michelle Davis
County Commissioner

Domonique Clemons
Citizen Representative

Anne Figueroa
Citizen Representative

Michael J. Keeler
Citizen Representative

Joe Krapohl
Citizen Representative

James Washington
Citizen Representative

Cathy Lane
Ex-Officio

Gloria Nealy
Ex-Officio

Kevin Sylvester
Jeffrey Wright
Ex-Officio

A member of:

Michigan Recreation &
Park Association

National Recreation &
Park Association



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

Dear Mr. Zettel,

Subject: Sub-Recipient Award Notification for HUD Grant

I am pleased to inform you that Genesee County Parks has awarded the City of Swartz Creek a sub-recipient grant under Community Project Funding Grant Award Package: B-24-CP-MI-1144 for the 2024 funding cycle.

This award, totaling \$283,333.33, is designated to support improving recreational spaced in Genesee County. We are confident that your organization’s expertise and commitment to quality parks and recreation experiences will significantly contribute to the success of this initiative.

Key Details of the Award:

- **Award Amount:** \$283,333.33
- **Project Name:** Improving Recreational Spaces for Genesee County
- **Funding Period:** FY 2024
- **Grant Reference Number:** B-24-CP-MI-1144

Attached you will find the sub-recipient grant agreement. When completed please return to the email listed below. Once completed we will send material for you to review as it pertains to compliance for this funding.

We are excited about the opportunity to collaborate with Swartz Creek and are here to support you throughout the implementation of this project. Should you have any questions or require further assistance, please do not hesitate to contact Leisa Gagne lgagne@gcparks.org.

Congratulations on this award. We look forward to working together to make a meaningful impact in our community.

Sincerely,

Patrick Linihan, CPRP
Director
Genesee County Parks & Recreation Commission
810.249.3812
plinihan@gcparks.org

Subrecipient Agreement with City of Swartz Creek for HUD Grant Funds B-24-CP-MI-1144

This Subrecipient Agreement (hereinafter “Agreement”) is entered into by Genesee County Parks and Recreation Commission (hereinafter “Recipient”) and City of Swartz Creek (hereinafter “Subrecipient”). Funds provided under this Agreement come from the Community Project Funding Grant Award Package, as authorized by the U.S. Department of Housing and Urban Development (hereinafter referred to as “HUD”).

1. **PURPOSE.** The Recipient is subgranting funds to the Subrecipient to be used for the purpose(s) described as follows:

Improving Recreational Spaces for Genesee County – Accessibility Improvements at Otterburn Park

2. **AMOUNT OF SUBGRANT AND METHOD OF DISBURSEMENT.** The funds being subgranted and the schedule and manner of the disbursements are described as follows. The Recipient may condition the disbursement of any funds under this Agreement on the timely receipt of proper reports and other documentation from the Subrecipient.

The total amount of funds to be subgranted under this Agreement is \$283,333.33. The Recipient will reimburse the Subrecipient for approved expenses incurred by the Subrecipient. The Subrecipient must provide to the Recipient quarterly invoices in a form acceptable to the Recipient, along with any supporting documentation such as receipts. The Recipient will pay the Subrecipient within sixty (60) days of the Recipient’s acceptance of the invoice and supporting documentation.

3. **SPECIAL TERMS.** If this box is checked, an Addendum has been made and attached to this Agreement. This Addendum may contain an additional description or scope of activity, as well as additional terms and conditions. If any of what is contained in the Addendum conflicts with the other terms of the Agreement, the terms of the Agreement shall supersede the terms of the Addendum.

4. **ADMINISTRATIVE AND PLANNING EXPENDITURES.** The Subrecipient, under this Subrecipient Agreement, is prohibited from spending any of these subgranted funds on administrative and planning expenses.

5. **RECIPIENT REQUIREMENTS.** The Subrecipient is required to permit the Recipient to have reasonable access to your files and records during the term of this grant and for five years thereafter for the purpose of making financial audits, verifications, or Project evaluations.

6. **FEDERAL SUBRECIPIENT REQUIREMENTS.** The Subrecipient hereby agrees to comply with all requirements and other applicable federal laws and regulations.

8. **REPORTING REQUIREMENTS.** The Subrecipient shall supply to the Recipient, Project progress reports and financial reports on a quarterly basis, in concurrence with reimbursement request submissions.

9. **INDEMNIFICATION.** The Subrecipient, its assignees, successors, and heirs indemnify and hold harmless the Recipient against any losses, damages, claims, expenses, and liabilities (if any) arising out of either this Agreement or any use by the Subrecipient or any other party of these subgranted funds or property.

10. **RECIPIENT MONITORING AND RECORDS.** The Recipient and Subrecipient agrees that the Recipient has the responsibility and right, at any time, with or without notice, to inspect projects, activities, or uses assisted by this Agreement. The Subrecipient shall also fully cooperate and assist in this and any other monitoring of the Subrecipient and any Subrecipient’s funds and property contained in this Agreement when requested by the Recipient.

The Subrecipient shall furthermore provide access to the Recipient, HUD, and their duly authorized representatives, to any books, documents, papers, and records which are directly pertinent to the execution of this Agreement and activities for the purposes of making audit, examination, excerpts, and transactions. The Recipient is required to retain all required records for three (3) years after submission of the Annual Performance Report that covers the last expenditure of grant funds under a particular grant to HUD. The Subrecipient shall also retain records for the same three (3) year period.

11. **FURTHER SUBGRANTING PROHIBITED.** The Subrecipient may not further subgrant these funds or property without first obtaining written approval from the Recipient. If further subgranting is approved, the Subrecipient must use a written subrecipient agreement that is approved by the Recipient.

12. **CONTACT PERSONS.** The Recipient and Subrecipient identify the following individuals as their primary contacts regarding this Agreement. Either party may, from time to time, appoint another person as their contact; and when doing so, they shall notify the other party in writing:

Recipient: Genesee County Parks	Subrecipient: _____
Organization: Genesee County	Organization: _____
Name: Patrick Linihan	Name: _____
Title: Parks Director	Title: _____
Address: 5045 E Stanley Rd, Flint, MI 48506	Address: _____
Telephone: 810.736.7100	Telephone: _____
E:mail: plinihan@gcparks.org	E:mail: _____

13. **ASSIGNMENTS PROHIBITION.** This Agreement and the rights and obligations of the Subrecipient may not be assigned by the Subrecipient without written approval from the Recipient.

14. **MODIFICATION AND AMENDMENT.** This Agreement is the entire agreement between these two parties. Furthermore, any subsequent changes or modifications must be mutually agreed upon and set out in writing as a formal amendment to this Agreement.

15. **TERMINATION.** Any breach of this Agreement by the Subrecipient shall entitle the Recipient to cease advancing funds or property, terminate the remainder of the Recipient’s obligations, recover funds or property that has not yet been expended, and be compensated for any money or property that has been improperly used or expended. A thirty (30) day notice shall be provided by the Recipient prior to taking any actions, other than ceasing advancement of funds or property, to permit the Subrecipient to cure a breach, but only if the Recipient has determined in its own discretion that the breach can be cured.

16. **SEVERABILITY.** If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Recipient and the Subrecipient execute this Agreement on the dates shown below:

Recipient: Genesee County Parks and Recreation Commission

Name: Joe Krapohl

Name: Anne Figueroa

Title: President

Title: Secretary

Signature: _____

Signature: _____

Date: _____

Date: _____

Subrecipient: City of Swartz Creek

Name: _____

Title: _____

Signature: _____

Date: _____

Attachment: Addendum [if one is called for in Section 2]