

# City of Swartz Creek

## AGENDA

Regular Council Meeting, Monday, March 24, 2025, 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 March 10, 2025 MOTION Pg. 47
5. **APPROVE AGENDA:**  
5A. Proposed / Amended Agenda MOTION Pg. 1
6. **REPORTS & COMMUNICATIONS:**  
6A. City Manager's Report MOTION Pg. 8  
6B. Staff Reports & Meeting Minutes Pg. 53  
6C. Cappy & Don Shenk Bid Sheet & Construction Engineering Proposal Pg. 54  
6D. Car Show Application & Filings Pg. 104  
6E. Butterfly Garden Master Plan Pg. 151  
6F. QBS Summary Request and Summary Sheet Pg. 155  
6G. Electric Vehicle Charging Proposal Pg. 162  
6H. Bristol Road Paving Proposal Pg. 171  
6I. Shared Services Building Agreement Pg. 174  
6J. Proposed Rates and Fees with Changes Notated Pg. 182
7. **MEETING OPENED TO THE PUBLIC:**  
7A. General Public Comments
8. **COUNCIL BUSINESS:**  
8A. National Library Week PROCLAMATION  
8B. Medstar Report PRESENTATION  
8C. Car Show Application RESO Pg. 27  
8D. GCRC Bristol Road Work RESO Pg. 29  
8E. Electric Charging Station Placement RESO Pg. 30  
8F. Butterfly Garden Master Plan RESO Pg. 31  
8G. Qualification Based Selection Process RESO Pg. 32  
8H. Building Services Agreement RESO Pg. 33  
8I. Rates and Fees RESO Pg. 33  
8J. Don Shenk & Cappy Lane Project & Construction Engineering Award RESO Pg. 44  
8K. Closed Session RESO Pg. 45
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION Pg. 46

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

Metro Police Board:	Wednesday, March 26, 2025, 11:00 a.m., Metro HQ
Planning Commission:	Tuesday, April 1, 2025, 7:00 p.m., PDBMB
Downtown Development Authority:	Thursday, April 10, 2025, 6:00 p.m., PDBMB
City Council:	Monday, April 14, 2025, 7:00 p.m., PDBMB
Park Board:	Tuesday, April 15, 2025, 5:30 p.m., PDBMB
Zoning Board of Appeals:	Wednesday, April 16, 2025, 6:00 p.m., PDBMB
Fire Board:	Monday, April 21, 2025, 6:00 p.m., Station #1
City Council:	Monday, April 28, 2025, 7:00 p.m., PDBMB

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

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

## **City of Swartz Creek Values**

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

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

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

### ***Fiscal Responsibility***

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

### ***Public Service***

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

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

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

### ***Expect Excellence***

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

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

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

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

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

**CITY OF SWARTZ CREEK  
VIRTUAL REGULAR CITY COUNCIL MEETING ACCESS INSTRUCTIONS  
MONDAY, MARCH 24, 2025, 7:00 P.M.**

The regular meeting of the City of Swartz Creek city council is scheduled for **March 24, 2025** starting at 7:00 p.m. and will be conducted in hybrid form. The meeting will be available virtually (online and/or by phone). Council members and staff must attend in-person. The general public may attend in-person or virtually.

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

**Zoom Instructions for Participants**

**To join the conference by phone:**

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

**Before a videoconference:**

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

**To join the videoconference:**

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

You may also join a meeting without the link by going to [join.zoom.us](https://join.zoom.us) on any browser and entering the Meeting ID provided below.

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

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

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



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

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

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

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

**Topic: Swartz Creek City Council Meeting**

**Time: March 24, 2025 at 7:00 PM Eastern Time (US and Canada)**

**Join Zoom Meeting**

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

**Meeting ID: 830 9640 1128**

**One tap mobile**

**+13017158592,,83096401128# US (Washington DC)**

**+13126266799,,83096401128# US (Chicago)**

**Dial by your location**

**+1 301 715 8592 US (Washington DC)**

**+1 312 626 6799 US (Chicago)**

**+1 929 205 6099 US (New York)**

**+1 253 215 8782 US (Tacoma)**

**+1 346 248 7799 US (Houston)**

**+1 669 900 6833 US (San Jose)**

**Meeting ID: 830 9640 1128**

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

**If you have any further questions or concerns, please contact 810-429-2766 or email [rkraft@cityofswartzcreek.org](mailto:rkraft@cityofswartzcreek.org).**

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

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

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

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

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

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

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

## **MAINTAINING ORDER**

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

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

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

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

## **MOTIONS & RESOLUTIONS**

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

## **PUBLIC ADDRESS OF COUNCIL**

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

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

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

#### **VOTING RECORD OF PUBLIC BODIES**

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

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

Regular Council Meeting of Monday, March 24, 2025 - 7:00 P.M.

**TO:** *Honorable Mayor, Mayor Pro-Tem & Council Members*  
**FROM:** Adam Zettel, City Manager  
**DATE:** March 19, 2025

**ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS**

- ✓ **MICHIGAN TAX TRIBUNAL APPEALS** *(No Change of Status)*  
 There were not any commercial appeals for 2024. This was welcome and not unexpected since we know that market values are increasing much faster than taxable values. I suspect the same circumstances will apply to 2025 appeals, but we will need to wait until after May to know for sure.
- ✓ **STREETS** *(See Individual Category)*
  - ✓ **2025-2027 TRAFFIC IMPROVEMENT PROGRAM (TIP)** *(No Change of Status)*  
 We have tentative funding for Miller, Morrish to Dye, as well as Elms Road. These two streets are broken up into four separate projects for the Genesee County Traffic Improvement Program as noted below.

The concrete section of Miller Road is proposed to be funded at 80% as a rehabilitation project. However, the other three segments have PASER 5 funds, and these funds are proposed to be limited. This limit is currently set at \$55/lane foot, and funding is set to be only 80% of that, but this could change.

Summarily, the good news is that federal funds are available for all submissions. The bad news was that the local match for all projects was initially over \$2.1M. As of writing, we have new numbers in from OHM that reduce the projects down to very basic mill and resurfacing projects. This substantially reduces the overall price and cuts our local match from \$2,142,772 in the original breakdown to \$1,344, 070 as follows, a savings of about \$800,000:

Section	Repair Type	Beginning	End	Total Cost	Federal	Local
Miller	Concrete Repair	East springpoint of Elms	475' East of Tallmadge	\$668,502	\$534,802	\$133,700
Elms	Asphalt Resurfacing	South City Limits	North City Limits	\$730,313	\$470,800	\$259,513
Miller	Asphalt Resurfacing	Morrish	Elms	\$1,287,581	\$747,384	\$540,197
Miller	Asphalt Resurfacing	Tallmadge	Dye	\$1,524,916	\$1,114,256	\$410,660

\$5,010,014    \$2,867,242    \$1,344,070

Based on these new numbers, there is a path forward by which we can do all of the work. However, I was hoping to get the local match below \$1M. Note that the projects have substantially reduced estimates for the typical level of curb, sidewalk, grading, and undercutting work. As priced, we are looking at projects that are more similar in nature



to the quick and easy Seymour Road resurfacing than the more involved Miller Road rehabilitation. However, given the condition of the streets at this point, I find such an investment to still be very much worth it with the matching funds.

We will plan to proceed with all four streets. The big question we will be working on with the GCMPC and OHM is related to the phasing. We need to set a tentative plan to get all the work done in a three year window. Doing all the work at once will save costs on mobilization and will put the work behind us quicker, with fewer interruptions. However, that plan could be a traffic nightmare and may be inflexible should we need more time to set funds aside. We are likely to break this project into two phases, perhaps the concrete first, followed by all paving in a subsequent season.

After meeting with GCMPC on January 16<sup>th</sup>, they intend to break the project into two phases with 2027 and 2029 being the construction years. This is later than we would like, but this is probably the best that can be arranged. We are trying to line up the asphalt phases of Miller Road first since those are the most time sensitive repair in order to prevent more costly decay. Note that a project occurring in 2026 is nearly impossible at this point because of the nine month delay with governmental agency reviews for engineered projects.

### **STREET PROJECT UPDATES (*Business Item x2*)**

*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.*

Cappy Lane and Don Shenk project bids are in. Glaeser Dawes is the low bid out of seven bids at \$2, 268,819.79. This is under the engineer's estimate of \$2,635,206. I am including the fully tabulated and verified bids tabs, the engineer's recommendation, and a proposal for construction observation/engineering services by OHM.

Glaser Dawes has performed much of the water main and street work in the city since 2017. Their work has generally been on schedule, under budget, and of good quality. I recommend we proceed with awarding the contract for work to Glaeser Dawes and the agreement for engineering to OHM Advisors.

Note that this project will require an advance from the general fund to complete in Fiscal Year 2026. This is due to cost increase to current work, the advancement of this project from the 2026 construction season, and ongoing negotiated items. Though the FY26 budget has not been drafted yet, we are projecting a shortfall of funds for local street work of about \$400,000. This amount will vary depending upon the final cost of projects underway, final cost of this project based on realized units in the field, tax/state revenues received, and outstanding negotiated items. To manage the situation, I am requesting approval with the condition that the street fund short fall be filled with a 60-month loan from the general fund at 4.25%.

This can be, and hopefully will be, adjusted as some or all of these moving pieces are settled. However, in order to award the work with the understanding that there is not enough fund balance or projected current year revenues to support all work, the council must account for the difference.

The Genesee County Road Commission has approached the city and Clayton about maintenance on Bristol Road between Morrish and the city limit by Elms Road. They propose a 1.5" mill and resurface treatment this summer. Though we have been expecting to hear about possible work, we did not anticipate the timeline to be so short.

We have a proposal before the council to support the \$200,000 project. Now, as in the past, the city and township have evenly split costs that were not covered by the GCRC. This results in a 50% share to the GCRC, with 25% being put up by the city and township. This is the ask for Bristol Road as well, which would amount to an estimated \$50,000 for the city.

As noted elsewhere, street money is very tight. However, with dedicated revenue streams, a solution could be deferral of the invoicing from the GCRC and/or internal borrowing. I will note that this amount is very reasonable for this stretch. However, I do have concerns about the longevity of a 1.5" milling. I have made inquiries about alternative rehabilitation approaches, but the GCRC does not appear to be in a position to consider those. As noted in their communication, they believe this will be a ten-year rehabilitation.

Based upon the current road condition, aggressive timeline, and limited options, I recommend the council proceed. A resolution is included to this end. Again, between this project and Cappy/Don Shenk, we will be very limited in local street projects until future budgets can reconcile general fund contributions. I expect this to be about three years.

We have a revised claim regarding aggregate materials, which could impact our ability to take on future projects. Though the amount is greatly reduced, we still believe there is very little merit to any increase.

We investigated submission for Elms and Miller Road intersection to the safety grant program, which is administered by the GCMPC in the same fashion as the Traffic Improvement Program. This intersection has been targeted for upgrades, including a potential traffic circle, to increase safety. However, the engineering indicates that the warranted improvements would have a 14-year payoff as calculated against the number and severity of recorded collisions. Since the competitive threshold is around 6 years, they advise that we do not apply at this time.

2024 Winchester Village street reconstruction has entered the final stages. Aside from some very minor work and sump pump connections, we await spring restoration only. For more information on tree-related concerns, please refer to the October 28, 2024, city manager's report.

In Winchester Woods, street rehabilitation with limited drainage work has been successfully completed. Note that the milled sections did experience higher rates of cracking during the winter. This is unwelcome but not a sign of a project deficiency for this type of rehabilitation. One remaining ditching project on Oakview's unimproved section is still on the docket.

For now, FOG seal applications are not a viable option.

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

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

Sewer work for 2024 is complete, and there were no areas identified for additional sewer work, such as lining. We will continue with the second year of the eight year cleaning and televising in 2025. Council approved to have Dependable Sewer address the areas of Bristol, Miller, and in Heritage that amount to about 17,000 lineal feet, as follows:

**2025 Sewer Cleaning and Televising**

	<b>Manholes Numbers</b>	<b>Footage</b>
Heritage Village	G1-G73	5107
Bristol Rd.	A251-A265	5098
Miller Rd.	A273-A287	6852
	Total	17057

Based upon the approved pricing of the three year agreement, I estimate that the work will cost around \$80,000 for cleaning, televising, root cutting, and mobilization. Staff did include additional provisions for traffic control, which include a benchmark of MDOT standards.

The city is also taking the next step forward in GIS (our Geographic Information System or mapping system). DLZ has been retained to do some repairs on our GIS map and to update the related data fields with existing information. They will also be updating the data regularly as new inspection and/or repair data is made available.

See the January 13, 2025 report for historic and conceptual details regarding the city's eight year inspection program.

✓ **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 PLANS** *(No Change of Status)*

We have a number of state-required plans and studies that are due in the coming 12-18 months. These include our water reliability study, emergency response plan, and general plan. These documents are all currently up to date, but I wish to get a head start on their revisions so that we can use them for financial/construction planning, as well as to file with the state in a timely manner. To proceed, I am seeking a professional service agreement from OHM. They believe that revisions should be undemanding to update, which should result in an agreeable cost.

✓ **SEWER ASSET MANAGEMENT PLAN** *(Update)*

We met with DLZ on March 5<sup>th</sup> to discuss our sewer plan update. We are working through a process to establish a base line of the system that will include monitoring flows at key points, continuing to update GIS, and potential robot line inspections to determine pipe details. Some of these functions, specifically monitoring, may be

requested sooner because of the time it takes to complete those functions and integrate them into a plan.

Following the potential first step of monitoring, I expect a proposal in April that will enable DLZ to create a new 20 year plan for potential capacity expansions, replacement, extensions, rehabilitation, and inspection. This plan is also expected to result in the city's first 'live' sewer plan and mapping system that will actively account for new connections (flow), real time capacity, and inspection data. Of course, much of this will build on the GIS work DLZ is currently doing.

The prior report follows.

It is my opinion that our 20 year sewer plan is losing more and more of its value as time goes on. This is because of the deviations that have been made to the schedule for one reason or another (pulling projects forward, limiting lining activities due to inspection data, and considerations of system changes such as the Springbrook relief sewer).

Since the county is also calling for communities to more formally invest in sewer asset management plans that address system capacity, maintenance, expansion, and inflow/infiltration, I think the time is right to use our developing sewer GIS data and create a brand new plan for the next 10-20 years.

To accomplish this, I reached out to DLZ for a proposal. This engineering company is one of the city's prequalified engineers, and they have been more heavily involved in our sewer system because we have found that they have expertise in GIS, the FOG program, and similar storm water management functions, like MS4.

✓ **SEWER LIFT STATION** *(No Change of Status)*

We have been having conversations about reliability and criticality of our infrastructure. With much work having been done in water and with sewer lining, our area of greatest concern is with the sewer lift station. The Cappy Lane lift station is responsible for pumping nearly all of the Winchester Village sewage into the county interceptor. Without this, hundreds of basements could potentially fill with raw sewage. This is obviously a health and financial concern for residents.

I will directly state that the concern or risk is extremely small, and it is a credit to our infrastructure that this concern rises to the top. The lift station is less than ten years old, has a three pump redundancy system, a natural gas automatic back up generator (also newer), and just passed an annual inspection with flying colors. With that being said, short of an existential catastrophe, failure of this asset would be the most costly and disruptive event in the city that is related to infrastructure we control, and we wish to add one or two more layers of functionality as a safeguard.

Rob is looking into the potential of locating one of our diesel generators onsite, as well as to install or provide a pump that could suction the well out and discharge it to another section of the sewer interceptor. In effect, this would protect the system from a shortage of CE natural gas AND electricity, a control panel failure that impacts all three pumps, and a failure of the county sewer interceptor (collapse or blockage).

This may seem like overkill, but we have had some problems with the panel in the past and have all been in situations where multiple system failures are experienced. We believe we can add this extra protection for under or close to \$100,000, which is a small price to pay for ensuring this lift station functions.

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

The hydrant painting will commence in spring. I believe all blasted hydrants have been painted or at least primed. We are not pleased with the performance so far as it relates to timing, but the work appears to be adequate.

✓ **GENESEE COUNTY WATER & SEWER MATTERS** *(No Change of Status)*

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 in December, it was again stressed that there is not a good solution for PFAS effluence. The county may be forced to devise a plan for incineration as land application and landfill disposal becomes more problematic. This could result in future added costs.

It was affirmed during the GCDC-WWS budget meeting in December that there is no rate increase planned for our bulk water.

✓ **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** *(Update)*

The April newsletter is due to go out in a couple weeks. It is going to cover spring announcements and reminders, such as wood chipping guidelines, the new utility bill schedule, and standard public safety messages. Let me know if you have other content ideas!

✓ **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. Many of these briefs are covered in more detail elsewhere in this report

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 moving forward**. Construction is underway on phase one of the varsity baseball field. There will be two pickleball courts that can double as skating in the winter. Most recently, we have fielded a number of afterhours construction/noise complaints. We believe we have addressed this with the school.
3. **(Update) Street repair in 2025 (Cappy and Don Shenk)** is on the agenda for consideration, as is a cooperative project for Bristol Road. We are going through punch lists now for the 2024 projects, but we still need to settle the dispute over aggregate amounts. Local street work in 2026-2028 will be limited due to advancement of the above projects. However, TIP funds are still pending for Miller (Morrish to Dye) and Elms.
4. The **Brewer Condo Project** first tri-plex is complete and all units are sold. In addition to a potential redesign that would include a first floor bedroom, the developer was expected to apply to the Genesee County Metropolitan Planning Commission Housing Impact Fund to complete the project. I will report any changes in status.
5. **(Update)** 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. I expected this in January, but the owner was in a tragic accident, which slowed the process. Things are moving again, so we may have a resolution before the council in April to accept the streets, water, sewer, and storm. **There has been 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 yet again in January. Though there is nothing imminent, there is enough interest to make me believe we may see something in 2025.
7. **Park projects** currently include an active grant award for Otterburn. The city will also look to bid the tree project for Abrams Park this fall (not spring as previously reported), which was awarded about \$10,000 through the DNR. The park board recommends interpretive signs and bike racks. These projects may require more time this spring to complete. 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. We will be creating a 2025 priority list soon with Park Board.
8. **New Businesses**. No activity to report.

9. **Mundy Megasite.** We continue to get hints that this is imminent, and the media has identified the site as a Western Digital technology producer. We have yet to meet with the MEDC or WD on this matter, so we can only speculate. With that said, I did reach out to the MEDC to request cooperation and leadership as it relates to proceeding with investment, planning, and regional cohesiveness upon a potential announcement. I am not sure if they will take on this role or not. If not, I plan to try to start a grass roots effort.
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 (which could be as much as \$150,000).
11. **Wayfinding** planning is complete. The concept is being applied to the trail signs, since these have already been funded by the Cosmos campaign. These will be up this spring along the new trail. Once complete, the DDA and council can liaise on if, when, and how to proceed with installation. In the meantime, someone drove over our entry sign on Hill Road. We are applying the concept to this replacement as a pilot.
12. The DDA considered a **Social District about two years ago.** There is renewed interest in exploring this. No recommendations have been made, but I would not be surprised if this was back on DDA agenda's this spring or summer. With the potential for another tavern coming, the city has the ability to designate a commons area in the community.
13. **(Update)** The **Old Methodist Church** has been acquired by the DDA. It is vacant, secure, and heated. The DDA and staff worked with the MEDC consultant (paid for by virtue of the RRC program) to create a request for qualifications to help find an end user/developer. This was approved for distribution at the March 13 DDA meeting.

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

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. We requested MEDC assistance through the RRC program to create a Request for Qualifications for reuse of the site. This has been approved. The DDA will now work with professionals to create a marketable request for developer/user qualifications and concepts.

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. To make this happen, the state is hiring a professional to craft a Request for Qualifications packet that will include promotional materials, project guidelines, and rating criteria. I expect the DDA to take the lead on finding a good use and developer.

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.

✓ **CDBG** *(No Change of Status)*

The applications for the next cycle (2025-2027) have been submitted. These include a 30% allocation to the senior center and a 70% allocation to an accessible drop off point for the

Pajtas Amphitheater. It appears the county has tentatively approved both. We submitted additional information as requested. This is likely to be a 2026 project. Note that we have had issues bidding this type of work in the past. However, given the rush we were put in with the change in our fundable status, I think this is a good project. I will report the application status.

✓ **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 26<sup>th</sup> 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!

✓ **OTTERBURN PARK DEVELOPMENT** *(Update)*

The engineer is surveying the property and expects to have information to the park board for review in April. Their update was included in the February 24 packet. We were hopeful to move quickly on design so we could construct in 2025. However, the DNR indicates that grant agreements may not be distributed until this summer, which makes summer/fall construction virtually impossible. The upside is that we have plenty of time to design and plan improvements. The previous report follows.

Our DNR Trust Fund grant application was approved by the DNR Trust Fund Board on December 11<sup>th</sup> in the amount of \$290,000! We have also signed on the sub-recipient agreement for the \$283,333.33 in funds from Kildee's office. In addition, we have two years worth of donations from BeeMoreJentery that total well over \$10,000.

The city subsequently approved a proposal from Rowe Professional Services Company to move the project forward with the intention of bidding the project for completion in 2025 or 2026. Rowe has been the most involved engineer with our recreation planning. This is the firm that has worked on our park plan, created the Otterburn Park concepts/pricing, and which we find to have a suitable park experience.

We are still awaiting a grant agreement with the DNR, but we can proceed with engineering services without those funds.

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 side of the site, which is not affordable. I am including the most recent concept, pricing, and engineering proposal.



✓ **SOLAR SYSTEM MODEL (Update)**

Local signs are installed, and so is the station in Nelson, New Zealand! We have a typo to repair for them, but then we are 100% done with the stations. Local trail marker signs should be ordered and installed any time! I have also added this as an attraction on Google Maps (feel free to add reviews or summer pictures).



A ribbon cutting is set for Elms Park on Tuesday, May 20, 2025 at 5:30pm! This will coincide with our May Park Board Meeting. See the April 8, 2024, council packet for more details.

✓ **WAYFINDING PROJECT (No Change of Status)**

Wayfinding planning is complete, and we have more affordable pricing from Signs by Cranie to make this work. To take the first step, we are adapting the concepts to the trail head signs and trail wayfinding signs that are already planned and paid for (through the Cosmos crowdfunding campaign). The park board took a look at the concepts and made final recommendations on details. We are now finalizing new park maps, which are impressive.

In addition, the city entry sign on Hill Road was driven over and destroyed. Instead of replacing this sign with the standard 'government' sign, we are pricing out a gateway sign that fits the sign program. If pursued, this will give us a sense of how these would look.

✓ **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.

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

The proposal was shared at the February 4<sup>th</sup> planning commission meeting. This was intended to be a joint meeting of the PC, DDA, and ZBA, but attendance was limited to only one addition, devoted attendee. There were no additional comments.

Just prior to this, the committee met in mid-January. They are fine tuning the concept prior to ordering construction drawings. At their last meeting, they decided to go with a laminated, engineered wood product. This will offer much longer longevity, easier maintenance, and the ability to readily relocate the structure. The downside is that it comes with a 40% higher price tag. With Greg seeking contributions and the other funds lined up, we should be able to swing it.

Some details that are still pending include lighting and sound. We expect to meet again in about two weeks to put together a final cost and plan. Once complete, this will go before the DDA and city council. 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 30<sup>th</sup>. 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.

✓ **SPRINGBROOK STREET DEDICATION INQUIRY** *(No Change of Status)*

I met with the HOA street committee on February 24<sup>th</sup>, along with Councilmember Spillane. The group is proceeding with rehabilitation of Cross Creek, using the best practices recommended by our engineer. They are also interested in continued in-kind services during final planning and construction to ensure project quality. If the city is still open to taking these streets, I recommend this support be given to ensure the assets are optimized.

Beyond their 2025 work, there is still much discussion, and I do not see this moving forward very quickly. They have a lot of questions about winter maintenance, solicitation control, sidewalks, and costs. The previous report follows.

The HOA completed three cores on Cross Creek Drive to better understand the pavement cross section that is there. It appears the road is generally built of 10" thick asphalt on clay instead of 5" asphalt on 10" of aggregate. Leadership from the HOA met with our engineers and staff to go over the implications of this finding on January 21st.

For the time being, they are taking the informal advice of our engineers and adjusting some of their plans for the 2025-2026 construction years. Though there is not any further movement towards a potential street transfer, they appear to be proceeding with street maintenance and rehabilitation in a manner that would meet city standards.

I expect to be meeting with the group regularly moving forward. See the October 14, 2024 report for all the details of this request, as well as a historical and contextual narrative.

✓ **ABRAMS FORESTRY GRANT** *(No Change of Status)*

The city has been awarded \$9,890 through the Community Forestry Grant Program to plant 38 native trees in Abrams Park. There are no strings attached here except that we are to provide an equal match. The time for performance is through fall of 2026, and there are no NEPA, Davis Bacon, or other federal requirements. I expected to bid this early in 2025, but we are going to push to the fall to increase survivability of trees.

✓ **QUALIFICATIONS BASED SELECTION FOR ENGINEERING SERVICES** *(Update)*

QBS submissions are in from eight firms, which is the most ever that we have on record. A team of three reviewed them, and the ratings are attached. I am also providing the full request for submissions that were released, which includes the rating criteria. The

submissions are not included in the packet because they are extensive in scope and scale, but they are available to view in hardcopy if anyone is interested.

In the past, staff has recommended multiple firms be authorized for federal and MDOT work to diversify expertise, enable separation of duties (as often required by MDOT), and to give the city options for pricing or to manage a potential conflict. We are staying the course with that practice by recommending the top five firms be authorized. This includes the three we have been working with (OHM, Rowe, and DLZ). It also includes Spaulding Dedecker and Fleis & Vandenbrink, which have impressive credentials.

The other three firms, though not as competitive for our needs, do offer various strengths and expertise. Given the varied nature of engineering, I seek authorization from the council to be able to engage these firms as well should the need arise. Doing so in the past has opened up doors to alternative options and provided a degree of healthy competition among all providers.

Do not hesitate to reach out with questions or to peruse the submissions. A resolution is included to authorize the top five firms for QBS federal work, as well as the other three for general services.

✓ **BUILDING CODES AND FEES (Update)**

The State of Michigan is moving ahead with updating the state building code. This process will likely take a year and will certainly result in changes for builders in the community.

Staff has been meeting with Mundy Township to go over the short and long term capacity of our shared building department, including contingencies for a potential project at the Advanced Manufacturing District site. I am comfortable that we will continue to provide predictable, professional, and efficient services moving forward.

As predicted, there is a request to increase our rates and fees for standard building services. Given that we have not meaningfully adjusted our building fees in about a decade, which support all staff and contracted inspectors, this is a very reasonable request. As promised, I have revised a new fee schedule that meets current expectations and largely aligns with our building department partner, Mundy (See February 24, 2025 packet).

This is now attached again for approval. In addition, I am adding a fee for Zoning Letters and additional solicitation permits. Zoning letters are typically requested by commercial underwriters for developed property in which staff researches the property for non-conformities, prior permits, existing violations, etc. These letters can take 30-90 minutes to craft, and we have been providing them for free in the past. We are now getting more and more, perhaps as buyers begin to speculate on the Advanced Manufacturing District. We are adding a fee for additional background checks with solicitation permits because some companies want as many as twenty individuals vetted and credentialed with their initial application.

To tie into this, we have negotiated an updated building services agreement that I believe is ready for review by the city council. This agreement better captures the current arrangement for services than the prior, three page agreement. In essence, much of the work performed and the procedural methods that are currently employed exist only

because of past practice and mutual understandings. Both parties believe this should be better documented so future administrations need not question responsibilities and expectations.

You will note that the fee schedule here is likewise adjusted to account for the increases. These increases not only account for overdue inflationary adjustments, they also account for new services. For example, the city has not previously been in the practice of reviewing grading, plot, and drainage plans for new single family residential dwellings with the level of scrutiny that we do now. In the past, rural communities could and still do get away with limited or no reviews without resulting issues to the parcel in question or its neighbors. We have observed that the level of scrutiny must increase with such permits in order to assure the properties and structures are developed in a manner consistent with site plans, engineering design standards, and building codes.

With that said, I support the amended agreement and fee schedules that are included in the packet. This will be a bit of a shock to the development community, but the rates are in line with similarly situated parties. If anything, I have allowed the rates to be stagnant for too long and have brought this issue upon us by not being more aggressive in the past. This is something we try to avoid, especially with utilities, for obvious reasons.

✓ **COLLECTIVE AND INDIVIDUAL LABOR AGREEMENTS (Update)**

We are scheduled to have our first meeting on March 25 with a new (to us) AFSCME representative. The negotiations are expected to be on schedule. The previous report follows.

All of our labor agreements expire on June 30, 2025. I have reached out to AFSCME for an initial agreement to update our collective bargaining agreement (CBA), which will serve as the pattern for remaining staff. I do expect significant changes in the document because we are without defined benefit pension and defined benefit retirement medical employees. This is a big change, which will remove many sections of the CBA. Otherwise, I do not expect much change in the CBA aside from inflationary adjustments and tweaks to existing provisions. However, we will see where things go. The labor agreements span for three years.

✓ **FUTURE WASTE, RECYCLING, AND YARD WASTE COLLECTION (Update)**

Our contract with Priority for collection expires at the end of June in 2026. We are taking a look around at current awards by similar municipalities, and the prices appear to be up 30 to 40%! This is an extreme and possibly insurmountable increase for our waste budget.

To improve our situation, I reached out to our neighbors to attempt to align bidding together for some economies of scale. So far, Flint Township, Mundy (expiring December 31, 2026), Clayton (expiring December 31, 2025) and Gaines Township liaisons have expressed an interest to do so. We are looking to align our expirations with extensions in order to seek bids for the same time frame. This should enable providers to price for greater economies of scale.

✓ **FISCAL YEAR 2026 BUDGET (No Change of Status)**

We are starting the budget process. Based upon taxable values, we can probably expect a total revenue increase of between 3-4% from taxes. This includes the impact of property

appreciation and new construction. Since appreciation has been high, and there have been uncapped properties impacting the tax roll, I do expect a Headlee Rollback. As in the past, I am including a discussion sheet on the impacts of Headlee and Proposal A.

Our first steps will be to estimate major revenues (tax collections, state revenue sharing, Act 51 road revenues, and utility collections). We will then consider interest payments, fees, lease payments, and other sources. The next step will be to assign new estimated labor rates for the next year. Benefit rates, fire contributions, Metro contributions, and similar expenses will be estimated on the current calendar year needs and an estimate of the first half of 2026.

Lastly, staff will include construction, project, and maintenance expenses that vary from year to year. This will include the street projects, water main, sewer inspections/lining, park work, and special projects.

Once complete, we will hold a workshop with the city council, followed by a later public hearing on the budget and a subsequent approval. The aggressive timeline is as follows, but I think it is likely that this will be pushed back one week:

- April 28: Workshop and first full draft to city council
- May 12: Public hearing
- May 27: Approval
- June 9: Delivery of final Budget Book

Concerning some early thoughts or implications, I expect this budget to be minimalist, with the exception of the Don Shenk & Cappy project. As noted, this project is going to stress our street resources to the maximum and may require a general fund transfer (if available) or a general fund loan against future road collections.

As such, I expect park projects, wayfinding, and other discretionary expenses to be a minimum. Barring a need to invest in services or planning to accommodate changes with the Advanced Manufacturing Site, I foresee balanced budgets for all funds, with the exception of streets.

There is no projected change to utility rates or levies, with the notable exception of the expected decreases due to Headlee.

We expect our staffing to remain the same:

- Four FT Department Heads (City Manager, Treasurer, Clerk, & DPW)
- Two FT Office Administrators
- One PT Office Administrator
- One FT DPW Service Employee Supervisor
- Four FT DPW Service Employees
- One PT DPW Service Employee
- Two DPW Summer Temporary Service Employees
- One Contracted Assessing Service
- 30% of a Shared Community Development Director

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

✓ **MONTHLY REPORTS** *(Update)*

Monthly reports are included.

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

✓ **PLANNING COMMISSION** *(Update)*

The Planning Commission did not meet in March, but they did the Managing Risk course at the Metro PD headquarters on Wednesday, March 12<sup>th</sup> at 6pm. We had about 20 folks come out.

I do expect a site plan submission from Meijer, that is updating their store and gas station. This is expected to be on the May agenda.

They do not have business for the April 1, 2025 meeting.

✓ **DOWNTOWN DEVELOPMENT AUTHORITY** *(Business Item)*

The DDA met on March 13. Attendance was 8 of 9 members. The board approved support for Jeepers Creekers and the Summer Concert Series. They also authorized distribution of the Methodist Church Request for Qualifications. I will distribute this in a council packet once it is live.

Lastly, the DDA considered a proposal to install a level two electric vehicle charging station in downtown. As requested by some members of the public, EV charging stations can provide direct value and support to locals that wish to pursue EV ownership. In addition, locating such chargers in a public place can help draw some potential customers and visitors from I-69 to spend an hour or so in downtown.

Greg investigated and discovered that a single pedestal with two chargers could be located downtown at very little cost to the city. Consumers Energy is offering a \$10,000 rebate for such an installation. After consideration, two parking spaces on the east side of Holland Drive, by the park, were selected for siting. It is felt that this location offers access to power, easy access to downtown, and minimal conflict with high demand parking.

The DDA authorized financial support for the pedestal installation at their meeting in March. Approval rests with the City Council for installation on public property. Approval in this case also conveys ownership. Greg and I are confident that the acceptance, ownership, and operation of an EV charger is not demanding and would be in the best interest of the public. I am hopeful that the council concurs with the DDA, authorizes the installation, and accepts ownership.

Note that ownership should be revenue neutral. A small percentage of customer proceeds shall go to the software operator that will monitor, market, and conduct transactions for the station. The rest will come to the city to support CE payments, ongoing maintenance, and related costs. In theory, profits' could be made, but that is not the model that is being pursued, and it is premature to speculate that this would earn surplus proceeds.

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

Their ZBA held their annual meeting, on March 19<sup>th</sup>. The board retained the same officers of Mr. Packer as Chair, Mr. Gilbert as Vice Chair, and Mr. Smith as Secretary. This meeting also included in-house training, which went well.

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

The park board met on March 18<sup>th</sup>. They deliberated on the Butterfly Garden and the potential for skating at Abrams Park.

Concerning the butterfly garden, the city has accepted the donation and installation of gardens one, two, and three. However, this is only a small part of the greater plan. At the meeting, the Friends of Abrams Park presented a concept master plan with three phases. This is included in the packet. Future items include more plantings, a labyrinth, a game board, a putting green and other features.

The FoAP was also requesting immediate approval by the city to accept the donation and installation for the rest of Phase I. After consideration, the park board supported the master plan in concept and recommends approval of the remainder of Phase I, with conditions. Those conditions include oversight by the DPW, ongoing maintenance expectations by FoAP, an acknowledgement that the city may not be able to maintain these assets if FoAP ceases to do so, and a requirement to review and approve future phases prior to donation and installation.

A resolution is included in the packet that aligns with this recommendation.

The final Otterburn Park design efforts are underway, and there should be something on the April agenda. A progress report by Rowe on this matter is included in the February 24 packet.

✓ **BOARD OF REVIEW (Update)**

The public meetings for March appeals were Monday, March 17 from 9am to 12pm & 6pm to 9pm; Tuesday, March 18 from 9am to 12pm; and Wednesday, March 19 from 9am to 12pm. There were twelve total petitioners. Six were late personal property statements and six were assessment appeals.

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

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

As of today, we do not have an election in 2025.

✓ **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.
- ❑ DPS continues to update water meter transponders, registers and meters as needed. DPS has shortened the list considerably and this quarter there were only 4 transponders that needed to be replaced. Every quarter several transponders fail mostly due to age. But we are gaining on the amount of non reads due to transponder failures.

- ❑ DPS has responded to 24 snow events so far this season.
- ❑ DPS has been working on repairing the street sweeper.
- ❑ DPS has been looking into increased redundancy for the Cappy Lane Pump Station. We have received some quotes back on the work and are still waiting for others.
- ❑ Tentatively the tree removals on Maple St. will start the week of April 7<sup>th</sup>.
- ❑ DPS has been pot hole patching throughout the city.
- ❑ Contractor for Cappy Lane and Don Shenk has been selected. Glacier Dawes was the low bidder and was selected to be the contractor. Their bid was under the engineer's estimate.
- ❑ DPS has been working on some tree trimming. Tree trimming will mostly stop as the trees are starting to bud and the trimming is stressful for the trees.
- ❑ DPS has been working on a large amount of Miss Dig staking tickets for the Frontier Fiber Optic cabling project throughout town and Consumers tickets for Don Shenk and Cappy Ln. gas renewal.
- ❑ Park bathrooms will open pending weather. We are still getting below freezing most nights.

✓ **TREASURER UPDATE (Nichols) (No Change of Status)**

2024 property tax season has ended. Settlement with the County will happen on March 25<sup>th</sup>. The FY26 budget process has begun and is expected to be completed on time. 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 (Dietrich) (Update)**

1. Holland Sq: We continue to engage with Dort Financial CU detailing the opportunity of naming rights for the proposed pergola. DDA has requested a \$50,000 naming rights opportunity.
2. Methodist Church: We have accepted the services of Aligned Planning who will deliver a RFQ with a marketing package for the site. The scope of work will include project meetings, graphic design and document development, concept design, selection process and the RFQ Document.
3. EV Chargers: We have signed an agreement with Apple Energy to install four chargers. Initially it was presented that the ownership of level 2 chargers would best be handled by a third-party but after an assessment from Apple Energy it would be beneficial for the City/DDA to own the chargers and keep the full amount of revenue. In addition, because of recent funding changes with the Consumers grants it was determined to add 2 more level 2 chargers so that the full grant amount would cover installation. The chargers will be placed on the east side of Holland all the way to the south to avoid them being in front of residential homes.
4. The City has purchased the services of Formstack which is an online form that the city will be using for food truck applications, back ground checks and complaint forms. This will provide an easy and more efficient way of exchanging information between the city and residents.
5. The Movie Night Series dates have been set for the summer. The dates selected are June 27<sup>th</sup>, July 11<sup>th</sup>, 25<sup>th</sup> and August 8<sup>th</sup>. Food truck service will be available along with



kids games, a bounce house, a balloon artist and a magician. The events will be advertised on Facebook around the end of March or early April.

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

✓ **APPOINTMENTS** (*Update*)

Vacant positions that still need to be filled are the ZBA Alternate and the Board of Review Alternate. We have an application that was just received for ZBA. This may be on the next agenda.

✓ **CLOSED SESSION** (*Business Item*)

We have an opinion letter from the city attorney regarding a potential settlement. I wish to consult with the attorney in closed session to avoid any detrimental financial effect that could occur as a result of holding such a consultation in open session.

✓ **CAR SHOW APPLICATION** (*Business Item*)

This decision was postponed at the last meeting pending demonstration by the applicant that their charitable entity is in good standing. I am including all new communications from the petitioner. Note that some of this may appear in duplicate, but I did not wish to be the filter for their demonstration of compliance with expectations. You will see that the IRS 501c3 has been filed and accepted, as well as the LARA annual report updates.

The previous report follows.

The Dragon's Cruise nonprofit corporation is seeking approval to operate a car show on two Saturdays this year in downtown. They request closure and use of Holland Square, Holland Drive, and Miller Road (Morrish to Hayes) on May 24<sup>th</sup> and September 27<sup>th</sup>, from 11am to 4pm. The event is to include classic car display, food trucks, crafts, DJ music

Their applications, map, and narrative are included in the packet. I am still awaiting insurance. This group has held events in the downtown before but moved their car show offsite in 2023 because of the Miller Road work.

The police chief has signed their application, and there are no comments from the DPW. I am including a resolution to approve the event.

✓ **AMBULANCE SERVICES** (*Business Item*)

I have requested that Medstar attend a future meeting to report on their activities and status. Kolby Miller is scheduled to attend our meeting to give this report. If available, I will distribute any data beforehand. This is something we do expect on an annual basis.

Note that our preferential service agreement with Medstar is still recognized by 9-1-1 and appears to be working well. However, there are other communities without preferential service agreements that are advocating a different position as it relates to county-wide services. I suspect Mr. Miller will speak to this point.

In the past year, we have only received one complaint about the service, and that was related to protocols exercised when providing care to assisted living patients that required

advocacy. I believe this has been resolved but will ask Mr. Miller to speak on this point as well.

✓ **NATIONAL LIBRARY WEEK (*Business Item*)**

The Mayor has a proclamation prepared to recognize National Library Week.

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

*Orienteering Course:* I am working with Walt to replace these medallions. The medallions are likely to be fabricated over the winter, with a spring installation.

*I-69:* Our understanding is that MDOT is to repair decks and other bridge features over Elms Road and Miller Road in 2026.

*Technology Upgrades:* We will be migrating to Windows 11 in the coming months because Windows 10 support is to end this year. Some work stations that are 5+ years old will be replaced during this process. We do not expect any interruptions.

*Gateway Trees:* The pines at the corner of Seymour and Miller have been topped by Consumers. Prior to this, we had plans to raise up the lower branches to rid the trees of rot and improve the appearance. At this point, we intent to remove them completely. The sign is also ready to be removed. We will hold off on improvements until the city can budget funds for new signage in accordance with the plan.

**City of Swartz Creek  
RESOLUTIONS  
Regular Council Meeting, Monday, March 24, 2025, 7:00 P.M.**

**Motion No. 250324-4A**                      **MINUTES – MARCH 10, 2025**

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

**I Move** the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, March 10, 2025, to be circulated and placed on file.

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

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

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

**Motion No. 250324-5A**                      **AGENDA APPROVAL – MARCH 24, 2025**

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

**I Move** the Swartz Creek City Council approve the Agenda as presented / printed / amended for the Regular Council Meeting of March 24, 2025, to be circulated and placed on file.

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

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

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

**Motion No. 250324-6A**                      **CITY MANAGER’S REPORT**

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

**I Move** the Swartz Creek City Council accept the City Manager’s Report of March 24, 2025, including reports and communications, to be circulated and placed on file.

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

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

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

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

**Resolution No. 250324-8C**                      **RESOLUTION TO APPROVE A FESTIVAL PERMIT FOR  
THE DRAGON’S CRUISE CAR SHOW**

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

**WHEREAS**, the Dragon’s Cruise (DC) organization is a recognized charitable entity that operates in Swartz Creek; and

**WHEREAS**, DC is seeking permits and approvals to operate a car show on public streets and grounds within the city, including a car show, DJ music, market vendors, and related activities; and

**WHEREAS**, the City Council finds the Dragon’s Cruise organization and the event to be beneficial to the public and in good standing; and

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

**NOW, THEREFORE BE IT RESOLVED** that the City of Swartz Creek hereby approves Resolutions/Motions 250324-8C1 through 250324-8C3, allowing for the various permits related to the annual Swartz Creek Dragon’s Cruise festival, to be held on Saturday, May 24, 2025, and Saturday, September 27, 2025 inclusive of all stipulations and conditions as specified and listed within, including the provision of valid insurance that lists the City of Swartz Creek as an additionally insured party for all events.

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

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

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

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**Resolution No. 250324-8C1      DRAGONS CRUISE FESTIVAL PERMIT**

**I Move** the City of Swartz Creek approve and authorize the Dragon’s Cruise application for street closing and City property use permits on Saturday, May 24, 2025 and Saturday, September 27, 2025 for the purpose of hosting a festival at the following locations:

- 1. 5012 Holland Drive (11am to 4pm)
- 2. Miller Road (Morrish to Hayes) (11am to 4pm)
- 3. Holland between Miller and Ingalls (11am to 4pm)

Including the following activities:

- 1. Display of cars, trucks, tractors, and motorcycles on paved lot and street surfaces
- 2. Amplified DJ music at Holland Square
- 3. Provision of food and craft vendors

Street and City property use subject to the following stipulations:

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

3. Approval by the Chief of Police. Traffic control and pedestrian safety plan in accordance with and under the approval of office of Chief of Police.

**Resolution No. 250324-8C2      DRAGONS CRUISE MUNICIPAL PROPERTY RESERVATION PERMIT**

**I Move** the Swartz Creek City Council approve and authorize the Dragon’s Cruise application for street closing / usage permit for Saturday, May 24, 2025 and Saturday, September 27, 2025 from 11:00 a.m. until 4:00 p.m. for purposes of conducting a festival, including market vendors, games, and food service in Holland Square (5012 Holland Drive) under the following stipulations:

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

**Resolution No. 250324-8C3      DRAGONS CRUISE STREET USAGE PERMIT**

**I Move** the Swartz Creek City Council approve and authorize the Dragon’s Cruise application for street closing / usage permit for Saturday, May 24, 2025 and Saturday, September 27, 2025 from 11:00 a.m. until 4:00 p.m. for purposes of conducting a car show festival on Miller Road (Morrish to Hayes) and Holland Drive under the following stipulations:

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

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

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

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

**Resolution No. 250324-8D      RESOLUTION TO APPROVE COOPERATIVE REHABILITATION OF BRISTOL ROAD WITH THE GENESEE COUNTY ROAD COMMISSION**

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

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

**WHEREAS**, the City also supports maintenance of border roads that are under the jurisdiction of the Genesee County Road Commission; and

**WHEREAS**, the GCRC is seeking equal support from Clayton Township and the City of Swartz Creek to rehabilitation such a border road, being Bristol Road between Morrish and the city limits.

**NOW, THEREFORE, BE IT RESOLVED**, the Swartz Creek City Council hereby authorizes participation in the amount of 25% of the estimated costs, with the city share estimated to be \$50,000, for milling and resurfacing of Bristol Road between Morrish and the city limits.

**NOW, THEREFORE, BE IT RESOLVED**, the Swartz Creek City Council hereby authorizes and directs the Mayor to execute the work order and estimate as included in the March 24, 2025 city council packet.

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

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

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

**Resolution No. 250324-8E**

**RESOLUTION TO APPROVE AN ELECTRIC VEHICLE CHARGING STATION ON HOLLAND DRIVE**

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

**WHEREAS**, electric vehicles (EV's) are becoming more prevalent; and

**WHEREAS**, private and public EV charging stations are required to support the EV use model, and the siting of such stations can have the benefits of attracting users to support nearby business and providing a baseline of support for EV owners; and

**WHEREAS**, Consumers Energy is offering a \$10,000 rebate for installation of a Level 2 charging pedestal with two charging stations; and

**WHEREAS**, Apple Energy has submitted a proposal to provide and install such a pedestal, including required software; and

**WHEREAS**, the Downtown Development Authority resolved to support additional costs of the equipment and installation, provided the city accepted and authorized the installation on Holland Drive.

**NOW, THEREFORE, BE IT RESOLVED**, the Swartz Creek City Council hereby authorizes the installation of a Level Two EV charging station on Holland Drive as outlined in the Apple Energy Agreement included in the March 24, 2025 city council packet.

**BE IT FURTHER RESOLVED**, the Swartz Creek City Council hereby approves the Apple Energy agreement and accepts ownership of said equipment, provided the DDA reimburses costs not covered in the Consumers Energy rebate.

**BE IT FURTHER RESOLVED**, the Swartz Creek City Council authorizes and directs the Mayor to execute the Apple Energy Agreement on behalf of the city.

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

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

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

**Resolution No. 250324-8F**

**RESOLUTION TO APPROVE DONATION AND  
INSTALLATION OF A MONARCH BUTTERFLY GARDEN  
PHASE ONE AND TO ACKNOWLEDGE THE BUTTERFLY  
GARDEN MASTER PLAN FOR ABRAMS PARK**

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

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

**WHEREAS**, the Friends of Abrams Park group has offered to donate materials and labor sufficient to install a Butterfly Garden, including irrigation, at Abrams Park; and

**WHEREAS**, the Swartz Creek Park Board and City Council have approved installation of gardens one, two, and three; and

**WHEREAS**, the FoAP is proposing a three phase master plan for the complete garden in Abrams Park and is further requesting authorization to purchase and install the remaining features of Phase I; and

**WHEREAS**, the Park Board, after deliberation, found the garden master plan concept to align with the interests of the park and conditionally accepted the master plan at their meeting on March 18, 2025; and

**WHEREAS**, the Park Board further recommended approval of the complete Phase I of the garden at their meeting on March 18, 2025.

**NOW, THEREFORE, BE IT RESOLVED**, the City of Swartz Creek City Council hereby accepts the Friends of Abrams Park donation of a Monarch Butterfly Garden Waystation, to be located at Abrams Park, conditioned upon the following:

1. The project shall be overseen by the Director of Public Works and not commence until the ability to ensure project completion is evidenced.
2. The Friends of Abrams Park and/or other volunteers shall maintain the gardens in a reasonable manner, with eventual replacement or removal dependent on the best interests of the city at a future date.
3. The city will own and maintain the garden irrigation system in a reasonable manner, with eventual replacement or removal dependent on the best interests of the city at a future date.
4. All future phases of the development shall require review and approval by the Swartz Creek City Council following a recommendation by the Park Board.

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

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

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

**RESOLUTION TO APPROVE ENGINEERING FIRMS VIA THE QUALIFICATION BASED SELECTION (Q.B.S.)**

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

**WHEREAS**, the City of Swartz Creek is a Local Governmental Unit and recognized Street Authority eligible to receive funding from the Michigan Department of Transportation and the Federal Highway Administration; and,

**WHEREAS**, it is the duty of the City of Swartz Creek to provide for the safety of its citizens and in so doing, provide for safely designed, engineered, and constructed public roads, highways, bridges, drainage systems, water systems, sewage systems, and other improvements; and

**WHEREAS**, it is in the best interest of the city to protect people by demanding and ensuring that qualified engineers and land surveyors, also known as design professionals, render services which will assist in making construction projects safer, efficient, and sustainable for public use; and

**WHEREAS**, selection of design professionals based upon qualification to perform the required services rather than selection supported solely on price, is more likely to produce a preferable result; and

**WHEREAS**, the Michigan Department of Transportation and the Federal Highway Administration require the periodic bidding of design professional services for state and federally funded projects, and the City of Swartz Creek desires to comply with all such requirements and guidelines with respect to selection of design professionals; and

**WHEREAS**, the City has adopted a process and developed an RFQ that extends for a period of five (5) years, at the option of the city, thus eliminating the need to engage in additional selection processes on a project by project basis, and further, invited firms to submit qualifications, advertised in a newspaper of general circulation, and published in a state wide publication, resulting in the returns of eight interested firms; and

**WHEREAS**, after reviewing eight submissions, the City finds that multiple firms qualify and staff recommends authorizing the top five submissions for MDOT work and general engineering services.

**NOW, THEREFORE, BE IT RESOLVED** that the Swartz Creek City Council, in compliancy with requirements set forth by Michigan Department of Transportation and the Federal Highway Administration, hereby create a Qualification Based Selection list for professional design, inspection and other engineering services, as follows:

1. ROWE Professional Services
2. Orchard, Hiltz & McCliment Inc.
3. Fleis & Vandenbrink
4. DLZ, Inc.
5. Spaulding Dedecker



**BE IT FURTHER RESOLVED** that the City authorize all eight firms for general engineering services that are not federally funded, that may arise from time to time and align with firms' specialties and/or capacity.

**BE IT FURTHER RESOLVED** that the City direct the Staff to solicit pricing for various engineering services the City may use or desire, from all eight firms, and negotiate such prices if needed, and make all such findings available to the public and Council.

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

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

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

**Resolution No. 250324-8H**

**RESOLUTION TO APPROVE A RESTATED AGREEMENT FOR BUILDING SERVICES BETWEEN THE CITY OF SWARTZ CREEK AND MUNDY TOWNSHIP**

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

**WHEREAS**, the City of Swartz Creek provides planning, zoning, and building services to the public; and

**WHEREAS**, building, trade, and code enforcement services are provided by Mundy Township staff through an existing interlocal agreement, with code enforcement inspections and enforcement supported by the Metro Police Authority of Genesee County; and

**WHEREAS**, the City and Township seek to amend and restate the agreement to provide such services in order to better align with the newer policing structure, rental inspections demands, and an increase in dedicated staff.

**NOW, THEREFORE, BE IT RESOLVED**, the City of Swartz Creek City Council hereby approves the Building Department Shared Services Agreement Between the Charter Township of Mundy, Michigan and the City of Swartz Creek.

**NOW, THEREFORE, BE IT RESOLVED**, the City of Swartz Creek City Council authorizes and directs the Mayor to execute said agreement on behalf of the city.

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

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

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

**Resolution No. 250324-8I**

**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:

<b><u>Offense</u></b>	<b><u>Fine</u></b>
(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 67<sup>th</sup> 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 67<sup>th</sup> 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
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Officer Overtime  
Police Car

\$62.34/hour  
\$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**

Elms Park

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)

Abrams Park

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 for primary permit and one background check plus \$20 for each additional background check.

**8. Chapter 15: Permit, Sidewalk Installation**

\$50.00

**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

<b>Gallons</b>	<b>Cubic ft.</b>	<b>Cost</b>
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:**

**The total cost of Improvement is based on the International Code Council (ICC) Building Valuation Square Foot Construction Cost Table.**

Application Fee, non-refundable:	\$125.00
Up to \$1,000 (includes one 1 inspection).....	\$125.00
\$1,001.00 to \$10,000.00 (includes 1 inspection)..	\$125.00 plus \$10.00 per \$1,000.00
\$10,001.00 to \$100,000.00	\$225.00 plus \$7.00 per \$1,000.00
\$100,001.00 to \$500,000.00	\$925.00 plus \$6.50 per \$1,000.00
\$500,001 plus	\$3,250.00 plus \$6.00 per \$1,000.00
All work not involving a sq. foot computation:	\$125
Residential plan review and administration base fee	\$125/hr, with a \$500 minimum plus applicable third party fees
Residential Minor plan review (Building Dept. determination)	First hour included with application fee, \$125 each additional hour plus any third party fees
Commercial plan review up to \$500,000 valuation	\$0.0019 of building valuation with a minimum of \$500 plus third party fees
Commercial plan review over \$500,000 valuation	\$950 plus \$0.0006 of building valuation plus third party fees
Inspections (each)	\$125
Certificate of Occupancy (Residential)	\$125
Certificate of Occupancy (Commercial)	\$300
Commercial Temp C of O for stocking and staffing... (not open for business)	\$2,000.00 plus bond equal to 150% of uncompleted items as estimated by the Building Department
Work Commencing Before Permit Issuance	\$200
<b>B. Electrical Inspection Fees</b>	
Application Fee (non-refundable)	\$80
Work Commencing Before Permit Issuance	\$120

Plan Review \$125/hr plus third party fees

**New Residential Electrical System**

Up to 1,500.00 sq. foot \$90.00  
1,501 to 3,500 sq. foot \$140.00  
Over 3,500 sq. foot \$190.00

**Service**

Through 200 Amp. \$20  
Over 200 Amp. thru 600 Amp. \$25  
Over 600 Amp. thru 800 Amp. \$200  
Over 800 Amp. thru 1200 Amp. \$300  
Over 1200 Amp. (GFI only) \$500

**Circuits**

Lighting Fixtures-per 25 \$7  
Dishwasher \$7  
Furnace-Unit Heater \$7  
Electrical-Heating Units (baseboard) \$8  
Power Outlets (ranges, dryers, etc.) \$9

**Signs**

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

Feeders-Bus Ducts, etc.-per 50' \$8

Mobile Home Park Site \$7

Recreational Vehicle Park Site \$7

**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

Energy Retrofit-Temp. Control \$45

Conduit only or grounding only \$45

**Inspections**

Special/Safety Insp. (includes cert. fee) \$100  
Additional Inspection \$100  
Final Inspection \$100  
Certification Fee \$75

**C. Mechanical Inspection Fees**

Application Fee (non-refundable) \$80  
Work Commencing Before Permit Issuance \$120

Plan Review \$125/hr plus third party fees

**Residential Heating System**

(Includes duct & pipe)	
Up to 1,500 sq. feet	\$90
1,501 to 3,500 sq. feet	\$140
Over 3,500 sq. feet	\$190
Gas/Oil Burning Equipment Under 400,000 In	\$30
Gas/Oil Burning Equipment 400,000 and Above	\$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
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)	\$100
Additional Inspection	\$100
Final Inspection	\$100
Certification Fee	\$75

**D. Plumbing Inspection Fees**

Application Fee (non-refundable)	\$80
Work Commencing Before Permit Issuance	\$120
Plan Review	\$125/hr plus third party fees

**New Residential Plumbing System**

Up to 1,500 sf	\$90
1,501 to 3,500 sf	\$140
Over 3,500 sf	\$190
Mobile Home Park Site	\$7 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

**Water Service**

Less than 2"	\$25
2" to 6"	\$75
Over 6"	\$100
Connection (bldg. drain-bldg. sewers)	\$25

**Sewers (sanitary, storm or combined)**

Less than 6"	\$25
6" and Over	\$100
Manholes, Catch Basins	\$15 each

**Water Distributing Pipe (system)**

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

**Inspections**

Special/Safety Insp. (includes cert. fee)	\$100
Additional Inspection	\$100
Final Inspection	\$100
Certification Fee	\$75

**15. Chapter 22: General Emergency Response Fees**

Fire

Pumper	\$250.00/hour
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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	\$500
Single & Multiple-Family (non-plat)	\$300 plus \$10.00 per lot/unit

Mobile Home Park	\$500 plus \$10.00 per unit
Commercial Development	\$500 plus \$50.00 per acre/fraction
Industrial Development	\$500 plus \$50.00 per acre/fraction
Office Development	\$500 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	\$300 plus \$10.00 per acre/fraction
PUD/Mixed Use Review	\$500 plus \$50.00 per acre/fraction
Consulting and/or Third Party Fees	Actual consultant costs plus 5%
Revisions	½ of original review fee

**B. Building and Zoning:**

Zoning Permit (Includes 1 hr review and inspection)	\$125
Zoning Letter	\$75
Sidewalk Permit	\$50
Sign Permit	See Building Permits
Structure Movement Permit	\$200
Demolition Permit (Including ROW Permit)	\$200 + \$0.10/sf
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	\$300 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
Consulting and/or Third Party Fees	Actual consultant costs plus 5%

**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
Consulting and/or Third Party Fees	Actual consultant costs plus 5%

\*Consultant fees and or third party fees are those planning, engineering, legal, or related services performed unstaffed professionals. Such fees are employed and billed to the city, and are to be paid by the applicant. A pre-determined escrow will be estimated and required by the city prior to engaging in such services, which may need to be adjusted accordingly. Such invoices shall be payable by the applicant with an additional 5% fee.

**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	\$100 for the first unit, plus \$25 for each additional unit on a shared premises, with common ownership and management, or within recognized apartment complexes
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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 \$100/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

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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. 241125-06	Dated November 25, 2024 (Parks)
Resolution No. 240334-__	Dated March 24, 2025 (Building, Planning, & Zoning)

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

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

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

**Resolution No. 250324-8J                      RESOLUTION TO APPROVE STREET RECONSTRUCTION AND WATER MAIN REPLACEMENT WORK FOR DON SHENK DRIVE AND CAPPY LANE**

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

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

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

**WHEREAS**, the watermain for part the this phase of street reconstruction is original and requires replacement in tandem with the street work; and

**WHEREAS**, the city’s engineer, OHM Advisors, designed specifications and plans for the Don Shenk Drive street, Cappy Lane street, and part of the Cappy Lane water main, with sealed bids on such plans being opened on March 13, 2025; and

**WHEREAS**, the low bid for this project is \$2, 268,819.79 from Glaeser Dawes Corporation; and

**WHEREAS**, OHM Advisors, who surveyed and designed the project, submitted a proposal for construction engineering services.

**NOW, THEREFORE, BE IT RESOLVED** the City of Swartz Creek City Council approves the bid by Glaeser Dawes Corporation as a unit cost bid in the amount of \$2,268,819.79.

**BE IT FURTHER RESOLVED**, that the City of Swartz Creek City Council also approves construction engineering services as outlined in the attached proposal by OHM Advisors, dated March 18, 2025.

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

**BE IT FURTHER RESOLVED**, that the City Council authorizes a loan from the general fund to the local street fund to cover any local street fund expenses required for this project that are not available in the 2025 or 2026 fiscal years, estimated to be \$400,000, general terms of said loan to be 4.25% annual interest, payable over 60 months, with an amortization schedule to be provided by the city’s finance officer to the city council.

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

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

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

**Resolution No. 250324-8K**

**CLOSED SESSION TO CONSIDER PENDING LITIGATION  
(ROLL CALL VOTE)**

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

**WHEREAS**, the City of Swartz Creek City Council desires to consult with the city attorney regarding pending litigation, the public discussion of which would have a detrimental financial effect on the position of the public body, and;

**WHEREAS**, the MCL 15.268(e) permits a governing body to enter a closed session to consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only if an open meeting would have a detrimental financial effect on the litigating or settlement position of the public body.

**NOW THEREFORE, BE IT RESOLVED** the City of Swartz Creek City Council exit the regular session of the city council and enter into a closed session for the purpose of discussing pending litigation.

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

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

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

**Motion No. 250324-11A**

**ADJOURN**

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

**I Move** the Swartz Creek City Council adjourn the regular council meeting of March 24, 2025.

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

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

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

**CITY OF SWARTZ CREEK  
SWARTZ CREEK, MICHIGAN  
MINUTES OF THE REGULAR COUNCIL MEETING  
DATE March 10, 2025**

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

Invocation and Pledge of Allegiance.

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

Councilmembers Absent: Melen.

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

Others Present: Jared Oginsky, Tim Turner, Jeff Kelley, Sandi Brill, Susan Mesack.

MOTION BY KNICKERBOCKER, SECONDED BY GILBERT TO EXCUSE COUNCILMEMBER MELEN.

Unanimous Voice Vote.

**APPROVAL OF REGULAR MEETING MINUTES**

**Resolution No. 250310-01**

**(Carried)**

Motion by Councilmember Spillane  
Second by Councilmember Gilbert

**I Move** the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday February 24, 2025 to be circulated and placed on file.

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

**APPROVAL OF CLOSED DOOR SESSION MINUTES**

**Resolution No. 250310-02**

**(Carried)**

Motion by Councilmember Krueger  
Second by Mayor Pro Tem Hicks

**I Move** the Swartz Creek City Council approve the Minutes of the Closed Door Session held Monday February 24, 2025 to be circulated and placed on file.

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

### **APPROVAL OF AGENDA**

**Resolution No.250310-03**

**(Carried)**

Motion by Mayor Pro Tem Hicks  
Second by Councilmember Gilbert

**I Move** the Swartz Creek City Council approve the Agenda as printed for the Regular Council Meeting of March 10, 2025, to be circulated and placed on file.

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

### **CITY MANAGER'S REPORT**

**Resolution No. 250310-04**

**(Carried)**

Motion by Councilmember Gilbert  
Second by Councilmember Knickerbocker

**I Move** the Swartz Creek City Council accept the City Manager's Report of March 10, 2025, including reports and communications to be circulated and placed on file.

Discussion Ensued.

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

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

Susan Mesack: 1) Hometown Days-April 12 from 11:00am – 4:00pm, will be an Easter Egg Hunt at 5086 Morrish Rd, the Kincaide Property. Rain day is April 13. 2) Suggested a non-profit is not compliant with MCL450.2911.

Jared Oginsky: Dragon's Cruise is now a 501(c)(3).

### **COUNCIL BUSINESS:**



**RESOLUTION TO APPROVE FORESTRY SERVICES BID AWARD**

**Resolution No. 250310-05**

**(Carried)**

Motion by Councilmember Knickerbocker  
Second by Mayor Pro Tem Hicks

**WHEREAS**, the City of Swartz Creek sought sealed bids for the removal of five large maple trees on Maple Street, inclusive of an hourly rate for future work; and

**WHEREAS**, Lynch Tree Co. is the low bidder at a price of \$5,750 and an hourly rate of \$185/hr; and

**WHEREAS**, Lynch Tree Co. is found to be of sufficient capacity and experience to perform the services to expectations.

**NOW, THEREFORE, BE IT RESOLVED**, the Swartz Creek City Council hereby awards the contract for tree removal services to the low bidder, Lynch Tree Co., per the specifications set forth in the bid documents, and further direct the City Manager to prepare and execute a standard contractor’s agreement with Lynch Tree Co.

**NOW, THEREFORE, BE IT RESOLVED**, the Swartz Creek City Council hereby authorizes additional use of Lynch Tree Co. for budgeted forestry needs at the rate of \$185 per hour.

Discussion Ensued.

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

**RESOLUTION TO APPROVE PARK FEE/DEPOSIT WAIVER FOR USE OF ABRAMS PARK FOR A NON-PROFIT EVENT**

**Resolution No. 250310-06**

**(Carried)**

Motion by Councilmember Spillane  
Second by Councilmember Knickerbocker

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

**WHEREAS**, the Friends of Abrams Park, in conjunction with other local partners, seeks a park use reservation for two pavilions at Abrams Park on June 14, 2025 for the purpose of holding a publicly available Flag Day event for children; and

**WHEREAS**, the Friends of Abrams Park is a recognized non-profit operating in Swartz Creek that meet the requirements for an expanded use reservation; and

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

**WHEREAS**, the City Council finds the Friends of Abrams Park to be qualifying groups with a qualifying activity.

**NOW, THEREFORE, BE IT RESOLVED**, the Swartz Creek City Council hereby waives all fees for the June 14, 2025 expanded use reservation in Abrams Park.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

## **RESOLUTION TO APPROVE A FESTIVAL PERMIT FOR THE DRAGON’S CRUISE CAR SHOW**

### **Resolution No. 250310-07**

Motion by Councilmember Krueger

Second by Councilmember Knickerbocker

**WHEREAS**, the Dragon’s Cruise (DC) organization is a recognized charitable entity that operates in Swartz Creek; and

**WHEREAS**, DC is seeking permits and approvals to operate a car show on public streets and grounds within the city, including a car show, DJ music, market vendors, and related activities; and

**WHEREAS**, the City Council finds the Dragon’s Cruise organization and the event to be beneficial to the public and in good standing; and

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

**NOW, THEREFORE BE IT RESOLVED** that the City of Swartz Creek hereby approves Resolutions/Motions 250310-8C1 through 250310-8C3, allowing for the various permits related to the annual Swartz Creek Dragon’s Cruise festival, to be held on Saturday, May 24, 2025, and Saturday, September 27, 2025 inclusive of all stipulations and conditions as specified and listed within, including the provision of valid insurance that lists the City of Swartz Creek as an additionally insured party for all events.

Discussion Ensued.

Motion rescinded by both Councilmembers Krueger and Knickerbocker. No vote.

MOTION TO POSTPONE RESOLUTION No. 250310-07 UNTIL RESEARCH COMPLETE.

**(Carried)**

Motion by Councilmember Knickerbocker  
Second by Councilmember Spillane

Discussion Ensued.

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

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

Sandi Brill: Thanked Council for passing the resolution for Abrams Park. Discussed upcoming events in the works.

#### **REMARKS BY COUNCILMEMBERS:**

Councilmember Knickerbocker: Dragon's Cruise needs to work with Adam to make sure paperwork is complete.

Mayor Pro Tem Hicks: Cappy Lane looks rough.

Councilmember Spillane: Flint is working there way into Swartz Creek. Empty lot owned by school has become a dumping ground and a place for vagrants to stay. Stated that when the city was called, the person on the phone didn't handle complaint properly.

Mayor Henry: Chili cookoff at American Legion this Saturday.

#### **ADJOURNMENT**

**Resolution No. 250310-09**

**(Carried)**

Motion by Councilmember Gilbert  
Second by Councilmember Krueger

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

Unanimous Voice Vote.

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**Nate Henry, Mayor**

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**Renee Kraft, CMC, MiPMC-2, City Clerk**

Fuel Report

FEBRUARY 2025	Beginning Mileage	Ending Mileage	Miles Driven	Gallons Gas Purchased	Gallons Diesel Purchased
#7-15 4WD P/U gas	58376	58688	312	38.7	
#2-08 4WD P/U gas	79380				
#7-22 4 WD P/U gas	16921	17366	445	49.1	
#12-02 DUMP diesel	35469				
#21 WOOD CHIPPER diesel	2530				
#9-07 STREET SWEEPER diesel	20576				
#5-18 KUBOTA (hours)	1000	1316	316	2.7	
#1-20 4WD P/U diesel	7653	8067	414		30.4
#3-08 4WD P/U gas	89898				
#10-18 4WD P/U diesel	42041	42517	476		54.9
#8-22 CASE BACKHOE	337	364	27		30
#6-16 2WD P/U gas	89112	89568	456	40.2	
#6-00 BACKHOE diesel	2198		0		
#1-22 DUMP	7432	8023	591		120.2
#12-04 DUMP diesel	41889				
#12-99 GENERATOR gas			0		
#17 CASE BACKHOE diesel			0		
#19 JD TRACTOR diesel			0		
#9-22 PATCHER			0		
#37 TRAIL ARROW			0		
#10-15 GEN gas	80122				
#11-23 Big Plow Truck	1667	2413	746		167.1
gas can			0		
8/24 Truck	1425	1848	423	79.4	
9/24 Truck	829	1422	593	68	
<b>TOTAL</b>			<b>4799</b>	<b>278.1</b>	<b>402.6</b>



March 17, 2025

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

Re: **Review of Bids – Cappy Lane and Don Shenk Project  
City of Swartz Creek**

Dear Adam,

The City received seven (7) bids on March 13<sup>th</sup>, 2025 for the Cappy Lane and Don Shenk Project. OHM has reviewed all the bids and prepared a bid tab and recommendation. The bids received ranged from a low **\$2,268,188.10** to the highest bid of **\$3,380,534.73**. The three low bidders are as follows.

Contractor	Amount
Glaeser Dawes Corporation	\$ 2,268,188.10
Waldorf and Sons Inc.	\$ 2,602,400.30
DiPonio Contracting, LLC	\$ 2,771,982.85

Glaeser Dawes Corporation, out of Flushing City, is the lowest bidder for this project. OHM has completed several successful projects with Glaeser Dawes Corporation. Based on their past performance and low bid price, **we would recommend award of this contract to Glaeser Dawes Corporation for the audited price of \$2,268,188.10** per the unit prices listed on the bid. The total price of the contract including the 4 categories items; the breakdown is as follows:

Category 1: Don Shenk Drive -Subtotal:	<b>\$ 1,200,935.80</b>
Category 2: Cappy Lane- Subtotal:	<b>\$ 421,182.30</b>
Category 3: Watermain- Subtotal:	<b>\$ 358,250.21</b>
Category 4: Alternate Watermain-Subtotal:	<b>\$ 287,819.79</b>
Total Bid	<b>\$ 2,268,188.10</b>

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

Sincerely,  
**OHM Advisors**

Robert Daavettila, PE

cc: File

<b>Company:</b>	<b>Total Bid Price:</b>	<b>% Over/Under Engineers Est</b>
1 Glaeser Dawes Corporation	\$ 2,268,188.10	-14%
2 Waldorf and Sons Inc.	\$ 2,602,400.30	-1%
<b>Engineers Estimate</b>	<b>\$ 2,635,206.00</b>	
3 DiPonio Contracting, LLC	\$ 2,771,982.85	5%
4 Inner City Contracting, LLC	\$ 2,977,869.73	13%
5 Zito Construction Co.	\$ 2,985,208.00	13%
6 Cooper Excavating	\$ 3,183,723.50	21%
7 Champagne & Marx Excavating, INC	\$ 3,380,534.73	28%









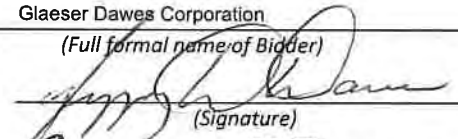


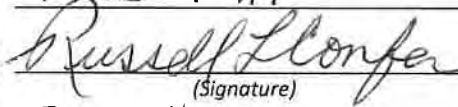
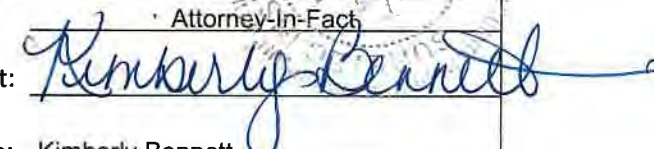
<b>CATEGORY 4 - Alternate Watermain</b>																
179	Tree, Rem, 19 inch to 36 inch	1.00 Ea	\$1,645.00	\$1,645.00	\$909.50	\$909.50	\$1,900.00	\$1,900.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,375.00	\$1,375.00	\$925.00	\$925.00
180	Tree, Rem, 6 inch to 18 inch	1.00 Ea	\$425.00	\$425.00	\$535.00	\$535.00	\$850.00	\$850.00	\$300.00	\$300.00	\$500.00	\$500.00	\$375.00	\$375.00	\$600.00	\$600.00
181	Curb and Gutter, Rem, Modified	20.00 Ft	\$9.50	\$190.00	\$6.49	\$129.80	\$3.00	\$60.00	\$10.00	\$200.00	\$25.00	\$500.00	\$3.75	\$75.00	\$20.00	\$400.00
182	Pavt, Rem, Modified	508.00 Syd	\$9.50	\$4,826.00	\$4.98	\$2,529.84	\$10.60	\$5,384.80	\$15.00	\$7,620.00	\$25.00	\$12,700.00	\$3.25	\$1,651.00	\$15.00	\$7,620.00
183	Sidewalk, Rem, Modified	491.00 Syd	\$7.00	\$3,437.00	\$2.78	\$1,364.98	\$7.95	\$3,903.45	\$10.00	\$4,910.00	\$15.00	\$7,365.00	\$4.75	\$2,332.25	\$25.00	\$12,275.00
184	Driveway, Nonreinf Conc, 8 inch Modified	225.00 Syd	\$95.00	\$21,375.00	\$69.67	\$15,675.75	\$69.80	\$15,705.00	\$61.20	\$13,770.00	\$72.00	\$16,200.00	\$71.25	\$16,031.25	\$80.00	\$18,000.00
185	Driveway, Nonreinf Conc, 6 inch, Modified	212.00 Syd	\$80.00	\$16,960.00	\$58.68	\$12,440.16	\$59.80	\$12,677.60	\$49.50	\$10,494.00	\$58.00	\$12,296.00	\$62.00	\$13,144.00	\$70.00	\$14,840.00
186	Curb and Gutter, Conc, Det C4	5.00 Ft	\$33.00	\$165.00	\$21.40	\$107.00	\$22.75	\$113.75	\$30.00	\$150.00	\$50.00	\$250.00	\$27.50	\$137.50	\$30.00	\$150.00
187	Detectable Warning Surface	15.00 Ft	\$60.00	\$900.00	\$53.50	\$802.50	\$70.00	\$1,050.00	\$50.00	\$750.00	\$60.00	\$900.00	\$75.00	\$1,125.00	\$50.00	\$750.00
188	Curb Ramp Opening, Conc	15.00 Ft	\$34.00	\$510.00	\$21.67	\$325.05	\$30.00	\$450.00	\$30.00	\$450.00	\$30.00	\$450.00	\$35.00	\$525.00	\$30.00	\$450.00
189	Sidewalk Ramp, Conc, 6 inch, Modified	75.00 Sft	\$13.50	\$1,012.50	\$12.10	\$907.50	\$7.90	\$592.50	\$8.80	\$660.00	\$12.00	\$900.00	\$12.00	\$900.00	\$12.00	\$900.00
190	Sidewalk, Conc, 4 inch, Modified	6927.00 Sft	\$7.50	\$51,952.50	\$5.25	\$36,366.75	\$5.90	\$40,869.30	\$4.27	\$29,578.29	\$6.00	\$41,562.00	\$6.75	\$46,757.25	\$7.00	\$48,489.00
191	Sidewalk, Conc, 6 inch, Modified	1135.00 Sft	\$9.50	\$10,782.50	\$6.60	\$7,491.00	\$6.90	\$7,831.50	\$5.50	\$6,242.50	\$8.00	\$9,080.00	\$7.75	\$8,796.25	\$8.00	\$9,080.00
192	Sidewalk, Conc, 8 inch, Modified	640.00 Sft	\$11.00	\$7,040.00	\$7.99	\$5,113.60	\$7.90	\$5,056.00	\$6.80	\$4,352.00	\$10.00	\$6,400.00	\$8.75	\$5,600.00	\$10.00	\$6,400.00
193	Post, Steel, 3 pound	100.00 Ft	\$12.00	\$1,200.00	\$10.70	\$1,070.00	\$10.00	\$1,000.00	\$10.00	\$1,000.00	\$12.00	\$1,200.00	\$10.25	\$1,025.00	\$10.00	\$1,000.00
194	Sign, Type III, Erect, Salv	6.00 Ea	\$91.00	\$546.00	\$80.25	\$481.50	\$75.00	\$450.00	\$75.00	\$450.00	\$100.00	\$600.00	\$76.00	\$456.00	\$75.00	\$450.00
195	Sign, Type III, Rem	5.00 Ea	\$43.00	\$215.00	\$37.45	\$187.25	\$35.00	\$175.00	\$35.00	\$175.00	\$50.00	\$250.00	\$35.50	\$177.50	\$35.00	\$175.00
196	Sign, Type IIIB	19.00 Sft	\$37.00	\$703.00	\$32.10	\$609.90	\$30.00	\$570.00	\$30.00	\$570.00	\$40.00	\$760.00	\$30.50	\$579.50	\$30.00	\$570.00
197	Pavt Mrkg, Ovly Cold Plastic, 12 inch, Crosswalk	144.00 Ft	\$14.00	\$2,016.00	\$12.84	\$1,848.96	\$12.00	\$1,728.00	\$12.00	\$1,728.00	\$15.00	\$2,160.00	\$12.50	\$1,800.00	\$12.00	\$1,728.00
198	Gymnocladus dioicus, 2 inch	2.00 Ea	\$780.00	\$1,560.00	\$540.35	\$1,080.70	\$675.00	\$1,350.00	\$640.00	\$1,280.00	\$620.00	\$1,240.00	\$650.00	\$1,300.00	\$505.00	\$1,010.00
199	Ostrya virginiana, 2 inch	3.00 Ea	\$900.00	\$2,700.00	\$551.05	\$1,653.15	\$810.00	\$2,430.00	\$743.00	\$2,229.00	\$690.00	\$2,070.00	\$751.00	\$2,253.00	\$515.00	\$1,545.00
200	Alcer x freemani "Jeffersred", 3 inch	1.00 Ea	\$900.00	\$900.00	\$658.05	\$658.05	\$610.00	\$610.00	\$743.00	\$743.00	\$700.00	\$700.00	\$751.00	\$751.00	\$615.00	\$615.00
201	Gleditsia triacanthos inermis 'Suncole', 2 1/2 inch	3.00 Ea	\$800.00	\$2,400.00	\$625.95	\$1,877.85	\$900.00	\$2,700.00	\$661.00	\$1,983.00	\$610.00	\$1,830.00	\$668.00	\$2,004.00	\$585.00	\$1,755.00
202	Ulmus americana 'Princeton', 3 inch	2.00 Ea	\$655.00	\$1,310.00	\$658.05	\$1,316.10	\$730.00	\$1,460.00	\$538.00	\$1,076.00	\$520.00	\$1,040.00	\$545.00	\$1,090.00	\$615.00	\$1,230.00
203	Turf Establishment, Performance	1170.00 Syd	\$10.00	\$11,700.00	\$7.63	\$8,927.10	\$8.00	\$9,360.00	\$10.00	\$11,700.00	\$10.00	\$11,700.00	\$3.00	\$3,510.00	\$9.45	\$11,056.50
204	Hydrant, Rem	2.00 Ea	\$1,315.00	\$2,630.00	\$502.24	\$1,004.48	\$172.50	\$345.00	\$1,500.00	\$3,000.00	\$750.00	\$1,500.00	\$750.00	\$1,500.00	\$800.00	\$1,600.00
205	Water Main, 6 inch, Tr Det F, Modified	20.00 Ft	\$290.00	\$5,800.00	\$142.56	\$2,851.20	\$143.65	\$2,873.00	\$325.00	\$6,500.00	\$100.00	\$2,000.00	\$100.00	\$2,000.00	\$120.00	\$2,400.00
206	Water Main, 8 inch, Tr Det F, Modified	979.00 Ft	\$145.00	\$141,955.00	\$112.54	\$110,176.66	\$182.20	\$178,373.80	\$180.00	\$176,220.00	\$140.00	\$137,060.00	\$115.00	\$112,585.00	\$130.00	\$127,270.00
207	Water Main, Abandon with Flowable Fill	947.00 Ft	\$15.00	\$14,205.00	\$1.07	\$1,013.29	\$5.65	\$5,350.55	\$20.00	\$18,940.00	\$8.00	\$7,576.00	\$6.50	\$6,155.50	\$3.00	\$2,841.00
208	Connection to Existing Water Main	3.00 Ea	\$4,850.00	\$14,550.00	\$4,830.34	\$14,491.02	\$7,017.60	\$21,052.80	\$8,000.00	\$24,000.00	\$6,000.00	\$18,000.00	\$4,850.00	\$14,550.00	\$4,000.00	\$12,000.00
209	Fire Hydrant, Modified	2.00 Ea	\$8,400.00	\$16,800.00	\$6,895.82	\$13,791.64	\$7,230.35	\$14,460.70	\$10,000.00	\$20,000.00	\$7,800.00	\$15,600.00	\$8,250.00	\$16,500.00	\$6,000.00	\$12,000.00
210	Gate Valve and Box, 8 inch, Modified	4.00 Ea	\$3,905.00	\$15,620.00	\$2,373.23	\$9,492.92	\$4,367.40	\$17,469.60	\$3,400.00	\$13,600.00	\$3,000.00	\$12,000.00	\$3,500.00	\$14,000.00	\$3,000.00	\$12,000.00
211	Water Serv, Type K Copper, 1 inch, Long	7.00 Ea	\$6,045.00	\$42,315.00	\$2,850.09	\$19,950.63	\$2,441.15	\$17,088.05	\$4,800.00	\$33,600.00	\$3,900.00	\$27,300.00	\$2,500.00	\$17,500.00	\$3,000.00	\$21,000.00
212	Water Serv, Type K Copper, 1 inch, Short	6.00 Ea	\$2,850.00	\$17,100.00	\$1,773.16	\$10,638.96	\$2,301.50	\$13,809.00	\$3,500.00	\$21,000.00	\$2,500.00	\$15,000.00	\$1,850.00	\$11,100.00	\$2,000.00	\$12,000.00
<b>SUBTOTAL FOR CATEGORY 4 - Alternate Watermain (Items 179-212)</b>				<b>\$417,445.50</b>		<b>\$287,819.79</b>		<b>\$389,099.40</b>		<b>\$421,070.79</b>		<b>\$370,489.00</b>		<b>\$309,661.00</b>		<b>\$345,124.50</b>
<b>Total Bid Amount (Items 1-212)</b>				<b>\$3,183,723.50</b>		<b>\$2,268,188.10</b>		<b>\$2,977,869.73</b>		<b>\$3,380,534.73</b>		<b>\$2,985,208.00</b>		<b>\$2,602,400.30</b>		<b>\$2,771,982.85</b>
			Cooper Excavating	Glaeser Dawes Corporation	Inner City Contacting, LLC	Champagne & Marx Excavating, INC	Zito Construction Co.	Waldorf and Sons Inc.	DiPonio Contracting, LLC							

## BID BOND (PENAL SUM FORM)

<b>Bidder</b> Name: Glaeser Dawes Corporation Address: 4130 Commerce Drive Flushing, MI 48433	<b>Surety</b> Name: SureTec Insurance Company Address: 2103 CityWest Blvd, Suite 1300 Houston, TX 77042
<b>Owner</b> Name: City of Swartz Creek Address : 8083 Civic Drive Swartz Creek, MI 48473	<b>Bid</b> Project <i>(name and location)</i> : Cappy Lane and Don Shenk Drive  + Bid Due Date: March 13, 2025

**Bond**  
 Penal Sum: Five Percent of Bid (5% of Bid)  
 Date of Bond: March 13, 2025

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

<b>Bidder</b> Glaeser Dawes Corporation <i>(Full formal name of Bidder)</i>	<b>Surety</b> SureTec Insurance Company <i>(Full formal name of Surety) (corporate seal)</i>
By:  <i>(Signature)</i>	By:  
Name: <u>Greggory D Dawes</u> <i>(Printed or typed)</i>	Name: <u>James Slear</u> <i>(Printed or typed)</i>
Title: <u>President</u>	Title: <u>Attorney-In-Fact</u>
Attest:  <i>(Signature)</i>	Attest: 
Name: <u>Russell L Confer</u> <i>(Printed or typed)</i>	Name: <u>Kimberly Bennett</u> <i>(Printed or typed)</i>
Title: <u>Estimator</u>	Title: <u>Surety Bonds Specialist</u>

*Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.*

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Connor McDowell, James Slear

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 28<sup>th</sup> day of May, A.D. 2024.

SURETEC INSURANCE COMPANY


By:   
Michael C. Keimig, President



State of Texas ss:  
County of Harris

On this 28<sup>th</sup> day of May, A.D. 2024 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

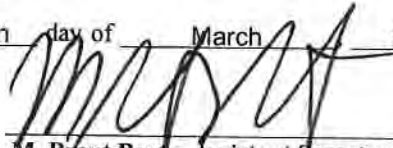


  
Tanya Sneed, Notary Public  
My commission expires March 30, 2027

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 13<sup>th</sup> day of March 2025, A.D.



  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 2210000  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

## BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

### ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **City of Swartz Creek, 8083 Civic Drive, Swartz Creek, Michigan 48473.**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

### ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security;
  - B. List of Proposed Subcontractors;
  - C. List of Proposed Suppliers;
  - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
  - E. Contractor’s license number as evidence of Bidder’s State Contractor’s License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
  - F. Required Bidder Qualification Statement with supporting data

### ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 *Unit Price Bids*
  - A. Bidder will perform the following Work at the indicated unit prices:

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
<b>CATEGORY 1 - Don Shenk Rd</b>					
1	* Mobilization, Max	0.45	LSUM	\$ 165,474.24	\$ 74,463.41
2	Tree, Rem, 19 inch to 36 inch	14.00	Ea	\$ 909.50	\$ 12,733.00
3	Tree, Rem, 37 inch or Larger	1.00	Ea	\$ 1,070.00	\$ 1,070.00
4	Tree, Rem, 6 inch to 18 inch	39.00	Ea	\$ 535.00	\$ 20,865.00
5	Dr Structure, Rem	6.00	Ea	\$ 294.01	\$ 1,764.06
6	Sewer, Rem, Less than 24 inch	159.00	Ft	\$ 14.89	\$ 2,367.51
7	Exploratory Investigation, Vertical	15.00	Ft	\$ 45.54	\$ 683.10
8	Curb and Gutter, Rem, Modified	5337.00	Ft	\$ 6.47	\$ 34,530.39
9	Pavt, Rem, Modified	8987.00	Syd	\$ 4.97	\$ 44,665.39
10	Sidewalk, Rem, Modified	1180.00	Syd	\$ 2.78	\$ 3,280.40
11	Machine Grading, Modified	26.68	Sta	\$ 1548.38	\$ 41,324.12

12	Subgrade Undercutting, Type II, 1 by 3	250.00	Cyd	\$	9345	\$ 23,362.50
13	Subgrade Undercutting, Type II, 21AA	250.00	Cyd	\$	8489	\$ 21,222.50
14	Erosion Control, Inlet Protection, Fabric Drop	10.00	Ea	\$	8033	\$ 803.30
15	Aggregate Base, 10 inch, Modified	6823.00	Syd	\$	1871	\$ 127,658.33
16	Aggregate Base, 6 inch, Modified	594.00	Syd	\$	1265	\$ 7,514.10
17	Maintenance Gravel, Modified	300.00	Ton	\$	3305	\$ 9,915.00
18	Geotextile, Separator	375.00	Syd	\$	229	\$ 858.75
19	Road Grade Biaxial Geogrid	200.00	Syd	\$	394	\$ 788.00
20	Geotextile Separator, Modified	100.00	Syd	\$	3968	\$ 3,968.00
21	Sewer, CI E, 12 inch, Tr Det B	306.00	Ft	\$	5115	\$ 15,651.90
22	Sewer, Sanitary Service Lead, 6 inch, Tr Det B	50.00	Ft	\$	8638	\$ 4,319.00
23	Storm Sewer Repair, 18 inch	50.00	Ft	\$	13697	\$ 6,848.50
24	Storm Sewer Repair, 21 inch	50.00	Ft	\$	15473	\$ 7,736.50
25	Storm Sewer Repair, 24 inch	50.00	Ft	\$	18283	\$ 9,141.50
26	Storm Sewer Repair, 30 inch	50.00	Ft	\$	18469	\$ 9,234.50
27	Dr Structure Cover, Type B	1.00	Ea	\$	763.57	\$ 763.57
28	Dr Structure Cover, Type K	10.00	Ea	\$	1,049.39	\$ 10,493.90
29	Dr Structure, 24 inch dia	6.00	Ea	\$	1,216.37	\$ 7,298.22
30	Dr Structure, 48 inch dia	5.00	Ea	\$	2,366.53	\$ 11,832.65
31	Dr Structure, Tap, 6 inch	12.00	Ea	\$	554.51	\$ 6,654.12
32	Dr Structure, Tap, 12 inch	3.00	Ea	\$	811.86	\$ 2,435.58
33	Structure Cover, Adj, Case 1, Modified	2.00	Ea	\$	439.37	\$ 878.74
34	Structure Cover, Adj, Case 2, Modified	3.00	Ea	\$	366.21	\$ 1,098.63
35	Underdrain, Subgrade, Open-Graded, 6 inch	5600.00	Ft	\$	1130	\$ 63,280.00
36	Underdrain Outlet, 4 inch	25.00	Ft	\$	1668	\$ 417.00
37	Pavt for Butt Joints, Rem	145.00	Syd	\$	544	\$ 788.80
38	HMA, 3EML	1241.00	Ton	\$	7993	\$ 99,193.13
39	HMA, 5EML	828.00	Ton	\$	9453	\$ 78,290.84
40	Driveway, Nonrienf Conc, 6 inch, Modified	1520.00	Syd	\$	5868	\$ 89,193.60
41	Curb and Gutter, Conc, Det C4	5337.00	Ft	\$	2140	\$ 114,211.80
42	Sidewalk, Conc, 4 inch, Modified	9587.00	Sft	\$	529	\$ 50,331.75
43	Sidewalk, Conc, 6 inch, Modified	3936.00	Sft	\$	660	\$ 25,977.60
44	Post, Steel, 3 pound	196.00	Ft	\$	1070	\$ 2,097.20
45	Sign, Type III, Erect, Salv	12.00	Ea	\$	8025	\$ 963.00
46	Sign, Type III, Rem	11.00	Ea	\$	3745	\$ 411.95
47	Sign, Type IIIB	21.00	Sft	\$	3210	\$ 674.10
48	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	10.00	Ea	\$	16050	\$ 1,605.00
49	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	10.00	Ea	\$	1.07	\$ 10.70
50	Dust Palliative, Applied	1.00	Ton	\$	42800	\$ 42800
51	Minor Traf Devices	0.50	LSUM	\$	21,319.76	\$ 10,654.88
52	Sign, Type B, Temp, Prismatic, Furn	250.00	Sft	\$	535	\$ 1,337.50
53	Sign, Type B, Temp, Prismatic, Oper	250.00	Sft	\$	107	\$ 217.50
54	Traf Regulator Control	0.50	LSUM	\$	3,350.86	\$ 1,675.43
55	Acer rubrum, 2 inch	5.00	Ea	\$	551.05	\$ 2,755.25
56	Acer saccharum 'Green Mountain', 2 inch	5.00	Ea	\$	56175	\$ 280.875

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57	Acer saccharum 'Legacy', 2 inch	5.00	Ea	\$ 561.75	\$ 2,808.75
58	Gymnocladus dioicus, 2 inch	17.00	Ea	\$ 540.35	\$ 9,185.95
59	Liriodendron tulipifera, 2 inch	5.00	Ea	\$ 540.35	\$ 2,701.75
60	Ostrya virginiana, 2 inch	17.00	Ea	\$ 551.05	\$ 9,367.85
61	Platanus x acerifolia, 2 inch	5.00	Ea	\$ 551.05	\$ 2,755.25
62	Syringa reticulata 'Ivory Silk', 1 3/4 inch	5.00	Ea	\$ 528.25	\$ 2,541.25
63	Tilia cordata, 2 inch	5.00	Ea	\$ 540.35	\$ 2,701.75
64	Acer x freemani "Jeffersred", 3 inch	17.00	Ea	\$ 658.05	\$ 11,186.85
65	Gleditsia triacanthos inermis 'Suncole', 2 1/2 inch	18.00	Ea	\$ 625.95	\$ 11,266.10
66	Ulmus americana 'Princeton', 3 inch	17.00	Ea	\$ 658.05	\$ 11,186.85
67	Turf Establishment, Performance	6200.00	Syd	\$ 739	\$ 4,581,800
68	Conduit, Schedule 40, 2 inch	500.00	Ft	\$ 9.53	\$ 4,765.00
69	Sprinkler Line	600.00	Ft	\$ 4.23	\$ 2,538.00
70	Irrigation Control Box, Relocate	1.00	Ea	\$ 856.00	\$ 856.00
71	Irrigation Control Box, Replace	1.00	Ea	\$ 802.50	\$ 802.50
72	Sprinkler Head, Relocate	15.00	Ea	\$ 155.15	\$ 2,327.25
73	Sprinkler Head, Replace	15.00	Ea	\$ 90.95	\$ 1,364.25
74	Audio Video Route Survey	0.50	LSUM	\$ 2,247.00	\$ 1,123.50
<b>SUBTOTAL FOR Don Shenk Rd (Items 1-74)</b>					<b>\$1,200,935.80</b>

**CATEGORY 2 - Cappy Lane**

75	Mobilization, Max	0.30	LSUM	\$ 165,474.30	\$ 49,642.29
76	Tree, Rem, 6 inch to 18 inch	1.00	Ea	\$ 535.00	\$ 535.00
77	Dr Structure, Rem	4.00	Ea	\$ 294.01	\$ 1,176.04
78	Sewer, Rem, Less than 24 inch	105.00	Ft	\$ 14.88	\$ 1,562.40
79	Exploratory Investigation, Vertical	10.00	Ft	\$ 45.65	\$ 456.50
80	Curb and Gutter, Rem, Modified	1042.00	Ft	\$ 6.47	\$ 6,741.74
81	Pavt, Rem, Modified	1853.00	Syd	\$ 4.97	\$ 9,209.41
82	Sidewalk, Rem, Modified	230.00	Syd	\$ 2.78	\$ 639.40
83	Machine Grading, Modified	4.88	Sta	\$ 1,549.28	\$ 7,560.49
84	Subgrade Undercutting, Type II, 1 by 3	250.00	Cyd	\$ 93.45	\$ 23,362.50
85	Subgrade Undercutting, Type II, 21AA	250.00	Cyd	\$ 76.53	\$ 19,132.50
86	Erosion Control, Inlet Protection, Fabric Drop	14.00	Ea	\$ 80.33	\$ 1,124.62
87	Aggregate Base, 10 inch, Modified	1767.00	Syd	\$ 18.66	\$ 32,972.22
88	Aggregate Base, 6 inch, Modified	120.00	Syd	\$ 12.80	\$ 1,536.00
89	Maintenance Gravel, Modified	300.00	Ton	\$ 33.05	\$ 9,915.00
90	Geotextile, Separator	165.00	Syd	\$ 3.63	\$ 598.95
91	Road Grade Biaxial Geogrid	200.00	Syd	\$ 3.94	\$ 788.00
92	Geotextile Separator, Modified	100.00	Syd	\$ 39.68	\$ 3,968.00
93	Sewer, CI E, 12 inch, Tr Det B	90.00	Ft	\$ 51.22	\$ 4,609.80
94	Sewer Tap, 12 inch	2.00	Ea	\$ 655.94	\$ 1,311.88
95	Sewer, Sanitary Service Lead, 6 inch, Tr Det B	30.00	Ft	\$ 86.38	\$ 2,591.40
96	Storm Sewer Repair, 18 inch	30.00	Ft	\$ 132.01	\$ 3,960.30
97	Storm Sewer Repair, 21 inch	30.00	Ft	\$ 148.49	\$ 4,453.70
98	Storm Sewer Repair, 24 inch	30.00	Ft	\$ 175.79	\$ 5,273.70
99	Storm Sewer Repair, 30 inch	30.00	Ft	\$ 177.86	\$ 5,335.80
100	Dr Structure Cover, Type K	3.00	Ea	\$ 604.79	\$ 1,814.37

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101	Dr Structure, 48 inch dia	3.00	Ea	\$ 2,366.43	\$ 7,099.29
102	Dr Structure, Tap, 6 inch	8.00	Ea	\$ 554.51	\$ 4,436.08
103	Dr Structure, Tap, 12 inch	3.00	Ea	\$ 811.86	\$ 2,435.58
104	Structure Cover, Adj, Case 1, Modified	1.00	Ea	\$ 439.37	\$ 439.37
105	Underdrain, Subgrade, Open-Graded, 6 inch	1100.00	Ft	\$ 11.27	\$ 12,397.00
106	Underdrain Outlet, 4 inch	15.00	Ft	\$ 16.89	\$ 253.35
107	Cold Milling HMA Surface	3182.00	Syd	\$ 1.78	\$ 5,663.96
108	Pavt for Butt Joints, Rem	112.00	Syd	\$ 5.43	\$ 608.16
109	HMA, 3EML	321.00	Ton	\$ 85.44	\$ 27,426.24
110	HMA, 5EML	600.00	Ton	\$ 92.93	\$ 55,758.00
111	Driveway, Nonrienf Conc, 6 inch, Modified	135.00	Syd	\$ 58.68	\$ 7,921.80
112	Curb and Gutter, Conc, Det C4	1022.00	Ft	\$ 21.40	\$ 21,870.80
113	Detectable Warning Surface	20.00	Ft	\$ 53.50	\$ 1,070.00
114	Curb Ramp Opening, Conc	20.00	Ft	\$ 21.67	\$ 433.40
115	Sidewalk Ramp, Conc, 6 inch, Modified	153.00	Sft	\$ 12.10	\$ 1,851.30
116	Sidewalk, Conc, 4 inch, Modified	2086.00	Sft	\$ 5.25	\$ 10,951.50
117	Sidewalk, Conc, 6 inch, Modified	307.00	Sft	\$ 6.60	\$ 2,026.20
118	Sign, Type III, Erect, Salv	2.00	Ea	\$ 80.25	\$ 160.50
119	Sign, Type III, Rem	2.00	Ea	\$ 37.45	\$ 74.90
120	Dust Palliative, Applied	1.00	Ton	\$ 425.00	\$ 425.00
121	Minor Traf Devices	0.50	LSUM	\$ 21,319.76	\$ 10,659.88
122	Traf Regulator Control	0.50	LSUM	\$ 3,350.86	\$ 1,675.43
123	Acer rubrum, 2 inch	5.00	Ea	\$ 551.05	\$ 2,755.25
124	Acer saccharum 'Green Mountain', 2 inch	5.00	Ea	\$ 561.75	\$ 2,808.75
125	Acer saccharum 'Legacy', 2 inch	5.00	Ea	\$ 561.75	\$ 2,808.75
126	Liriodendron tulipifera, 2 inch	5.00	Ea	\$ 540.35	\$ 2,701.75
127	Platanus x acerifolia, 2 inch	5.00	Ea	\$ 551.05	\$ 2,755.25
128	Syringa reticulata 'Ivory Silk', 1 3/4 inch	5.00	Ea	\$ 509.25	\$ 2,546.25
129	Tilia cordata, 2 inch	5.00	Ea	\$ 540.35	\$ 2,701.75
130	Turf Establishment, Performance	1700.00	Syd	\$ 7.74	\$ 13,158.00
131	Conduit, Schedule 40, 2 inch	500.00	Ft	\$ 9.53	\$ 4,760.00
132	Sprinkler Line	400.00	Ft	\$ 4.23	\$ 1,692.00
133	Irrigation Control Box, Relocate	1.00	Ea	\$ 856.00	\$ 856.00
134	Irrigation Control Box, Replace	1.00	Ea	\$ 802.50	\$ 802.50
135	Sprinkler Head, Relocate	10.00	Ea	\$ 155.15	\$ 1,551.50
136	Sprinkler Head, Replace	10.00	Ea	\$ 90.95	\$ 909.50
137	Audio Video Route Survey	0.50	LSUM	\$ 2,247.00	\$ 1,123.50
<b>SUBTOTAL FOR Cappy Lane (Items 75-137)</b>					<b>\$ 424,182.30</b>

**CATEGORY 3 - Watermain**

138	Mobilization, Max	0.25	LSUM	\$ 165,474.28	\$ 41,368.57
139	Tree, Rem, 19 inch to 36 inch	5.00	Ea	\$ 909.50	\$ 4,547.50
140	Tree, Rem, 6 inch to 18 inch	3.00	Ea	\$ 535.00	\$ 1,605.00
141	Exploratory Investigation, Vertical	25.00	Ft	\$ 45.58	\$ 1,139.50
142	Pavt, Rem, Modified	413.00	Syd	\$ 4.97	\$ 2,052.61
143	Sidewalk, Rem, Modified	554.00	Syd	\$ 2.75	\$ 1,540.12

144	Non Haz Contaminated Material Handling and Disposal, LM	100.00	Cyd	\$	96.94	\$	9,694.00
145	Subgrade Undercutting, Type IV	100.00	Cyd	\$	90.45	\$	9,045.00
146	Erosion Control, Inlet Protection, Fabric Drop	2.00	Ea	\$	80.33	\$	160.66
147	Driveway, Nonreinf Conc, 8 inch Modified	127.00	Syd	\$	69.67	\$	8,848.09
148	Driveway, Nonreinf Conc, 6 inch, Modified	320.00	Syd	\$	58.68	\$	18,977.60
149	Detectable Warning Surface	20.00	Ft	\$	53.50	\$	1,070.00
150	Curb Ramp Opening, Conc	20.00	Ft	\$	21.67	\$	433.40
151	Sidewalk Ramp, Conc, 6 inch, Modified	100.00	Sft	\$	12.09	\$	1,209.00
152	Sidewalk, Conc, 4 inch, Modified	4322.00	Sft	\$	5.25	\$	22,690.50
153	Sidewalk, Conc, 6 inch, Modified	1717.00	Sft	\$	6.60	\$	11,332.20
154	Post, Steel, 3 pound	86.00	Ft	\$	10.70	\$	920.20
155	Sign, Type III, Erect, Salv	5.00	Ea	\$	80.25	\$	401.25
156	Sign, Type III, Rem	4.00	Ea	\$	37.45	\$	149.80
157	Sign, Type IIIB	18.00	Sft	\$	32.10	\$	577.80
158	Pavt Mrkg, Ovly Cold Plastic, 12 inch, Crosswalk	160.00	Ft	\$	12.04	\$	1,926.40
159	Gymnocladus dioicus, 2 inch	2.00	Ea	\$	540.35	\$	1,080.70
160	Ostrya virginiana, 2 inch	2.00	Ea	\$	551.05	\$	1,102.10
161	Alcer x freemani "Jeffersred", 3 inch	3.00	Ea	\$	658.05	\$	1,974.15
162	Gleditsia triacanthos inermis 'Suncole', 2 1/2 inch	3.00	Ea	\$	625.95	\$	1,877.85
163	Ulmus americana 'Princeton', 3 inch	3.00	Ea	\$	658.05	\$	1,974.15
164	Turf Establishment, Performance	1000.00	Syd	\$	7.61	\$	7,610.00
165	Hydrant, Rem	2.00	Ea	\$	502.24	\$	1,004.48
166	Sprinkler Line	100.00	Ft	\$	4.23	\$	423.00
167	Water Main, 6 inch, Tr Det F, Modified	12.00	Ft	\$	154.88	\$	1,858.56
168	Water Main, 8 inch, Tr Det F, Modified	927.00	Ft	\$	107.03	\$	99,216.81
169	Water Main, Abandon with Flowable Fill	907.00	Ft	\$	1.07	\$	970.49
170	Connection to Existing Water Main	3.00	Ea	\$	4420.52	\$	13,261.56
171	Fire Hydrant, Modified	2.00	Ea	\$	6,686.36	\$	13,372.72
172	Gate Valve and Box, 8 inch, Modified	5.00	Ea	\$	2,373.22	\$	11,866.10
173	Irrigation Control Box, Relocate	1.00	Ea	\$	856.00	\$	856.00
174	Irrigation Control Box, Replace	1.00	Ea	\$	802.50	\$	802.50
175	Sprinkler Head, Relocate	10.00	Ea	\$	155.15	\$	1,551.50
176	Sprinkler Head, Replace	10.00	Ea	\$	90.95	\$	909.50
177	Water Serv, Type K Copper, 1 inch, Long	12.00	Ea	\$	2,850.09	\$	34,201.08
178	Water Serv, Type K Copper, 1 inch, Short	13.00	Ea	\$	1,757.52	\$	22,847.76
<b>SUBTOTAL FOR CATEGORY 3 - Watermain (Items 138-178)</b>							<b>\$358,250.21</b>

**CATEGORY 4 - Alternate Watermain**

179	Tree, Rem, 19 inch to 36 inch	1.00	Ea	\$	909.50	\$	909.50
180	Tree, Rem, 6 inch to 18 inch	1.00	Ea	\$	535.00	\$	535.00
181	Curb and Gutter, Rem, Modified	20.00	Ft	\$	6.49	\$	129.80
182	Pavt, Rem, Modified	508.00	Syd	\$	4.98	\$	2,529.84
183	Sidewalk, Rem, Modified	491.00	Syd	\$	2.78	\$	1,364.98
184	Driveway, Nonreinf Conc, 8 inch Modified	225.00	Syd	\$	69.67	\$	15,675.75
185	Driveway, Nonreinf Conc, 6 inch, Modified	212.00	Syd	\$	58.68	\$	12,440.16
186	Curb and Gutter, Conc, Det C4	5.00	Ft	\$	21.40	\$	107.00

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187	Detectable Warning Surface	15.00	Ft	\$	53.50	\$	802.50
188	Curb Ramp Opening, Conc	15.00	Ft	\$	21.67	\$	325.05
189	Sidewalk Ramp, Conc, 6 inch, Modified	75.00	Sft	\$	12.10	\$	907.50
190	Sidewalk, Conc, 4 inch, Modified	6927.00	Sft	\$	5.25	\$	36,366.75
191	Sidewalk, Conc, 6 inch, Modified	1135.00	Sft	\$	6.60	\$	7,491.00
192	Sidewalk, Conc, 8 inch, Modified	640.00	Sft	\$	7.99	\$	5,113.60
193	Post, Steel, 3 pound	100.00	Ft	\$	10.70	\$	1,070.00
194	Sign, Type III, Erect, Salv	6.00	Ea	\$	80.25	\$	481.50
195	Sign, Type III, Rem	5.00	Ea	\$	37.45	\$	187.25
196	Sign, Type IIIB	19.00	Sft	\$	32.10	\$	609.90
197	Pavt Mrkg, Ovly Cold Plastic, 12 inch, Crosswalk	144.00	Ft	\$	12.84	\$	1,848.96
198	Gymnocladus dioicus, 2 inch	2.00	Ea	\$	540.35	\$	1,080.70
199	Ostrya virginiana, 2 inch	3.00	Ea	\$	551.05	\$	1,653.15
200	Alcer x freemani "Jeffersred", 3 inch	1.00	Ea	\$	658.05	\$	658.05
201	Gleditsia triacanthos inermis 'Suncole', 2 1/2 inch	3.00	Ea	\$	625.95	\$	1,877.85
202	Ulmus americana 'Princeton', 3 inch	2.00	Ea	\$	658.05	\$	1,316.10
203	Turf Establishment, Performance	1170.00	Syd	\$	7.63	\$	8,927.10
204	Hydrant, Rem	2.00	Ea	\$	502.24	\$	1,004.48
205	Water Main, 6 inch, Tr Det F, Modified	20.00	Ft	\$	142.56	\$	2,851.20
206	Water Main, 8 inch, Tr Det F, Modified	979.00	Ft	\$	112.54	\$	110,176.66
207	Water Main, Abandon with Flowable Fill	947.00	Ft	\$	10.7	\$	10,132.99
208	Connection to Existing Water Main	3.00	Ea	\$	4,830.74	\$	14,492.22
209	Fire Hydrant, Modified	2.00	Ea	\$	6,958.2	\$	13,916.4
210	Gate Valve and Box, 8 inch, Modified	4.00	Ea	\$	2,373.23	\$	9,492.92
211	Water Serv, Type K Copper, 1 inch, Long	7.00	Ea	\$	2,850.09	\$	19,950.63
212	Water Serv, Type K Copper, 1 inch, Short	6.00	Ea	\$	1,773.16	\$	10,638.96

**SUBTOTAL FOR CATEGORY 4 - Alternate**

**Watermain (Items 179-212)**

**\$ 287,819.79**

**Total Bid  
Amount**

**\$ 2,266,188.10**

**B. Bidder acknowledges that:**

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

**ARTICLE 4—TIME OF COMPLETION**

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

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**ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

Addendum Number	Addendum Date
#1	3-4-2025
#2	3-5-2025

**ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
  2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and

procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 6.02 *Bidder's Certifications*


##### A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Glaeser Dawes Corporation  
(typed or printed name of organization)

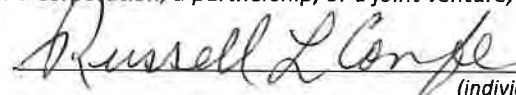
By:   
(individual's signature)

Name: Greggory D Dawes  
(typed or printed)

Title: President  
(typed or printed)

Date: 3-13-2025  
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:   
(individual's signature)

Name: Russell L. Conter  
(typed or printed)

Title: Project Manager  
(typed or printed)

Date: 3-13-2025  
(typed or printed)

Address for giving notices:

4130 Commerce Drive  
Flushing MI 48433

Bidder's Contact:

Name: Russell L Conter  
(typed or printed)

Title: Project Manager  
(typed or printed)

Phone: 1-810-487-1560

Email: gdoffices@aol.com

Address: 4130 Commerce Drive  
Flushing MI 48433

Bidder's Contractor License No.: (if applicable) NA

**Minutes of the Annual Meeting of the Shareholders  
of  
The Glaeser-Dawes Corporation**

The annual meeting of the shareholders of The Glaeser-Dawes Corporation, a Michigan Professional Corporation (the "Corporation") was held at 4130 Commerce Drive, Flushing, Michigan at 5:00 p.m. on December 6, 2023. The undersigned consents to such meeting and waives notice of the meeting.

The meeting was called to order by the president of the Corporation, who presided as chairman of the meeting and the secretary of the Corporation, acted as secretary of the meeting.

The following shareholders were present in person: Gregory D. Dawes constituting all of the shareholders of the Corporation.

The minutes of the last preceding meeting of the shareholders held on December 8, 2022, were read and approved.

The president then reported on the activities of the Corporation for this fiscal year. Gregory D. Dawes also reported on the financial activities of the Corporation for this fiscal year. Upon motion duly made, seconded and carried, the report was approved.


The next order of business was the election of a board of directors. The shareholders unanimously elected the following directors to serve for the ensuing year or until their respective successors are elected and qualified: Gregory D. Dawes

After consideration thereof, and on motion duly made, seconded and carried, the following resolution was unanimously adopted:

RESOLVED, that the minutes of the meeting of the board of directors of the Corporation since the last meeting of the shareholder, be and they are hereby in all respects approved; that the resolutions therein set forth be, and they hereby are severally adopted, approved, ratified and confirmed; and that all actions of every kind taken by any officer of the Corporation, pursuant to any such resolution, action or authorization, be and hereby is authorized, adopted, approved, ratified and confirmed.

There being no further business to come before the meeting, the meeting was thereupon adjourned.

The foregoing minutes have been read and approved.

  
Gregory D. Dawes, Shareholder



# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the  
 requester. Do not  
 send to the IRS.

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)  <b>Glaeser Dawes Corporation</b>	
	2	Business name/disregarded entity name, if different from above.	
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) <small>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</small>  <input type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any): _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any): _____  <i>(Applies to accounts maintained outside the United States.)</i>
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/>	
	5	Address (number, street, and apt. or suite no.) See instructions. <b>4130 Commerce Drive</b>	Requester's name and address (optional)
	6	City, state, and ZIP code <b>Flushing MI 48433</b>	
	7	List account number(s), if any (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
or					
Employer identification number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; text-align: center;">38</td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; text-align: center;">3282</td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; text-align: center;">463</td> </tr> </table>	38	-	3282	-	463
38	-	3282	-	463	

## Part II Certification

Under penalties of perjury, I certify that

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date <b>1-31-25</b>
-----------	------------------------------	------------------------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/7/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Mourer Foster, Inc. 615 N. Capitol Ave. Lansing, MI 48933
INSURED: Glaeser Dawes Corporation 4130 Commerce Dr Flushing, MI 48433-2390
CONTACT NAME: John Foster
PHONE (A/C, No, Ext): (517) 371-2300
FAX (A/C, No): (517) 371-2174
E-MAIL ADDRESS: info@mourerfoster.com
INSURER(S) AFFORDING COVERAGE: INSURER A: Secura Insurance Company NAIC #: 22543

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with 8 columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, and Equipment Floater.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CANCELLATION
FOR YOUR INFORMATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE (Signature)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/01/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Security First Insurance Agency P.O. Box 321070  Flint MI 48532		<b>CONTACT NAME:</b> Alyssa Norfleet <b>PHONE (A/C, No, Ext):</b> (810) 732-5800 <b>E-MAIL ADDRESS:</b> Anorfleet@teamsfi.net <b>FAX (A/C, No):</b>																						
<b>INSURED</b>  The Glaeser-Dawes Corporation 4130 Commerce Dr  Flushing MI 48433		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Safety National Casualty Corp</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Safety National Casualty Corp		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
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INSURER C:																								
INSURER D:																								
INSURER E:																								
INSURER F:																								

**COVERAGES**      **CERTIFICATE NUMBER:** CL2443038984      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	GLAES-C	05/01/2024	05/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
30 Days Written Notice of Cancellation Applies

<b>CERTIFICATE HOLDER</b>  FOR YOUR INFORMATION	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Brock Smith</i>

**Minutes of the Annual Meeting of the Shareholders  
of  
The Glaeser-Dawes Corporation**

The annual meeting of the shareholders of The Glaeser-Dawes Corporation, a Michigan Professional Corporation (the "Corporation") was held at 4130 Commerce Drive, Flushing, Michigan at 5:00 p.m. on December 6, 2023. The undersigned consents to such meeting and waives notice of the meeting.

The meeting was called to order by the president of the Corporation, who presided as chairman of the meeting and the secretary of the Corporation, acted as secretary of the meeting.

The following shareholders were present in person: Gregory D. Dawes constituting all of the shareholders of the Corporation.

The minutes of the last preceding meeting of the shareholders held on December 8, 2022, were read and approved.

The president then reported on the activities of the Corporation for this fiscal year. Gregory D. Dawes also reported on the financial activities of the Corporation for this fiscal year. Upon motion duly made, seconded and carried, the report was approved.

The next order of business was the election of a board of directors. The shareholders unanimously elected the following directors to serve for the ensuing year or until their respective successors are elected and qualified: Gregory D. Dawes

After consideration thereof, and on motion duly made, seconded and carried, the following resolution was unanimously adopted:

RESOLVED, that the minutes of the meeting of the board of directors of the Corporation since the last meeting of the shareholder, be and they are hereby in all respects approved; that the resolutions therein set forth be, and they hereby are severally adopted, approved, ratified and confirmed; and that all actions of every kind taken by any officer of the Corporation, pursuant to any such resolution, action or authorization, be and hereby is authorized, adopted, approved, ratified and confirmed.

There being no further business to come before the meeting, the meeting was thereupon adjourned.

The foregoing minutes have been read and approved.

  
Gregory D. Dawes, Shareholder

# QUALIFICATIONS STATEMENT

## ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business: <i>The Glacier Daves Corporation</i>	
Corporate Office <i>4130 Commerce Drive, Flushing, MI 48433</i>	
Name: <i>Greggory D Daves</i>	Phone number: <i>1-811-487-1560</i>
Title: <i>President</i>	Email address: <i>gdoffices@aol.com</i>
Business address of corporate office:	
Local Office <i>NA</i>	
Name:	Phone number:
Title:	Email address:
Business address of local office:	

1.02 Provide information on the Business's organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation		
<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	<i>3-11-1996</i>	State in which Business was formed:	<i>MI</i>
Is this Business authorized to operate in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business: *NA*

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	<i>Gregory D Dawes</i>	Title:	<i>President</i>
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ <i>NA</i>
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	

**ARTICLE 2—LICENSING**

2.01 Provide information regarding licensure for Business: *NA*

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

**ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS**

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification. *NA*

Certification	Certifying Agency	Certification Date
<input type="checkbox"/> Disadvantaged Business Enterprise		
<input type="checkbox"/> Minority Business Enterprise		
<input type="checkbox"/> Woman-Owned Business Enterprise		
<input type="checkbox"/> Small Business Enterprise		
<input type="checkbox"/> Disabled Business Enterprise		
<input type="checkbox"/> Veteran-Owned Business Enterprise		
<input type="checkbox"/> Service-Disabled Veteran-Owned Business		
<input type="checkbox"/> HUBZone Business (Historically Underutilized) Business		

<input type="checkbox"/> Other			
<input type="checkbox"/> None			

**ARTICLE 4—SAFETY**

4.01 Provide information regarding Business’s safety organization and safety performance.

Name of Business’s Safety Officer:	<i>Greggory D Dawes</i>		
Safety Certifications			
Certification Name	Issuing Agency	Expiration	
<i>Greggory D Dawes</i>	<i>OSHA Trench Safety</i>		
	<i>CPR First Aid</i>		

4.02 Provide Worker’s Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
<i>Manor Dawes Corp</i>	<i>0.82</i>	<i>NA</i>	<i>33 000</i>	<i>0.82</i>	<i>NA</i>	<i>36 400</i>	<i>0.82</i>	<i>NA</i>	<i>23882</i>

**ARTICLE 5—FINANCIAL**

5.01 Provide information regarding the Business’s financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	<i>Huntington National Bank</i>		
Business address:	<i>6452 W. Pierson Road Flushing MI 48433</i>		
Date of Business’s most recent financial statement:		<input checked="" type="checkbox"/> Attached	
Date of Business’s most recent audited financial statement:		<input type="checkbox"/> Attached	
Financial indicators from the most recent financial statement			
Contractor’s Current Ratio (Current Assets ÷ Current Liabilities)			
Contractor’s Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)			

# GLAESER DAWES CORPORATION

## Profit & Loss

January through December 2024

	Jan - Dec 24
Ordinary Income/Expense	
Income	
Earned Income	4,187,939.96
Construction	
Total Earned Income	4,187,939.96
Total Income	4,187,939.96
Cost of Goods Sold	
Cost of Goods Sold	38,786.42
Equipment Lease Payment	34,046.83
Job Materials	1,609,447.22
Labor Crew	624,317.54
Outside Labor	45,270.96
Miscellaneous	30,157.26
Subcontracting	513,723.73
Cost of Goods Sold - Other	4,899.12
Total Cost of Goods Sold	2,900,649.08
Total COGS	2,900,649.08
Gross Profit	1,287,290.88
Expense	
Installment Fee	48.00
Commercia Protection Pkg.	24,170.96
GM Financial Leasing	17,084.40
Bond Insurance	34,017.00
Reconciliation Discrepancies	401.75
Tools & Hardware	
Supplies	6,763.05
Tools & Hardware - Other	6,152.75
Total Tools & Hardware	12,915.80
Office Supplies	4,575.22



**GLAESER DAWES CORPORATION**

**Profit & Loss**

January through December 2024

	Jan - Dec 24
Bank Service Charges	84.00
Contributions/Donations	550.00
Dues, Fees and Subscriptions	3,713.16
Equipment Maintenance	137,067.17
Fuel	
Gas	31,619.55
Diesel Fuel	80,267.45
Propane	17.12
Fuel - Other	1,130.64
<b>Total Fuel</b>	<b>113,034.76</b>
Insurance	
Commercial Pkg.	6,065.60
Umbrella	9,602.57
Auto	27,623.92
Health/Dental	81,175.33
Life	2,563.68
Service Fee	6.00
Workers Comp.	23,428.47
<b>Total Insurance</b>	<b>150,465.57</b>
Interest Expense	
LOC	2,250.00
Finance Charge	569.00
Loan Interest	33,299.11
Interest Expense - Other	1,169.92
<b>Total Interest Expense</b>	<b>37,288.03</b>
Licenses/Permits/Registrations	25,100.92
Marketing	3,213.77
Miscellaneous	1,756.18
Office/Warehouse & Yard	
Office Expense	646.86
Building Maintenance	1,195.54
Office/Warehouse & Yard - ...	700.00

# GLAESER DAWES CORPORATION

## Profit & Loss

January through December 2024

	Jan - Dec 24
Total Office/Warehouse & Yard	2,542.40
Payroll Expenses	
Management Salaries	70,740.00
Office Personnel	98,871.50
Payroll Fee	6,102.03
Total Payroll Expenses	175,713.53
Postage and Delivery	304.60
Printing and Reproduction	
Bid Plans	2,892.95
Total Printing and Reproduction	2,892.95
Professional Fees	
Accounting	7,970.00
Legal Fees	750.00
Total Professional Fees	8,720.00
Rent	4,100.00
Safety Equipment	
Crew Supplies	845.37
Traffic Control	445.20
Total Safety Equipment	1,290.57
Taxes	
Federal Unemployment Taxes	746.22
Social Security/Medicare	59,451.50
Property	6,252.56
MI Unemployment Taxes	16,709.15
Total Taxes	83,159.43
Telephone	
Office Phones	402.83
Cell Phones	4,592.66

**GLAESER DAWES CORPORATION**

**Profit & Loss**

January through December 2024

9:16 AM

03/13/25

City Council Packet  
Accrual Basis

	Jan - Dec 24
Telephone - Other	4,018.04
Total Telephone	9,013.53
Tools and Hardware Travel & Ent Meals	1,840.62
Total Travel & Ent	730.66
Utilities Gas and Electric	4,012.01
Total Utilities	4,012.01
Total Expense	859,806.99
Net Ordinary Income	427,483.89
Other Income/Expense Other Income Interest Income Other Income Miscellaneous	60.11
Total Other Income	750.14
Total Other Income	810.25
Net Other Income	810.25
Net Income	428,294.14

# GLAESER DAWES CORPORATION

## Balance Sheet As of December 31, 2024

Dec 31, 24

ASSETS	Dec 31, 24
Current Assets	
Checking/Savings Bank Accounts	2,000.00
Petty Cash	2,760.78
Oxford Bank	269,770.25
Huntington National Bank	274,531.03
Total Bank Accounts	274,531.03
Total Checking/Savings	274,531.03
Accounts Receivable	649,199.58
Accounts Receivable	649,199.58
Total Accounts Receivable	649,199.58
Other Current Assets	60,701.31
Building Improvements	60,701.31
Note Receivable-Employees	7,800.00
Note Receivable-Jeremy Emm...	7,800.00
Note Receivable-Steven D Sev...	4,500.00
Note Receivable-Employees-R...	2,750.00
Note Receivable-Employees-'K...	750.00
Total Note Receivable-Employees	15,800.00
Note Receivable-Gregg Dawes	1,485.58
Work in Progress	9,556.00
Total Other Current Assets	87,542.89
Total Current Assets	1,011,273.50
Fixed Assets	
Communication	2,045.62
Communication Equipment	12,750.42
Computer Equipment	21,886.80
Construction Equipment	3,656,609.08
Construction Tools	104,445.39

# GLAESER DAWES CORPORATION

## Balance Sheet

As of December 31, 2024

	Dec 31, 24
Office Equipment	16,586.51
Transportation Equipment	1,221,131.58
Accumulated Depreciation	-4,003,374.86
<b>Total Fixed Assets</b>	<b>1,032,080.54</b>
<b>Other Assets</b>	
Right to Use Asset	291,224.00
Covenant not to Compete	133,000.00
Organizational Costs	775.49
Accumulated Amortization	-330,254.49
<b>Total Other Assets</b>	<b>94,745.00</b>
<b>TOTAL ASSETS</b>	<b>2,138,099.04</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
Current Liabilities	
Accounts Payable	
Accounts Payable	147,903.22
<b>Total Accounts Payable</b>	<b>147,903.22</b>
Credit Cards	
Credit Cards	
Gregg's 2nd Visa Account	3,980.10
Paul Spaniola	244.46
Kathleen Confer	813.27
Donny L. Dawes	250.26
Gregg's Visa Account	7.28
Credit Cards - Other	28.00
<b>Total Credit Cards</b>	<b>5,323.37</b>
<b>Total Credit Cards</b>	<b>5,323.37</b>
<b>Other Current Liabilities</b>	
Note Receivable-Employees-J...	200.00
Accrued Payroll & Taxes	15,967.79

**GLAESER DAWES CORPORATION**  
**Balance Sheet**  
**As of December 31, 2024**

9:17 AM  
 03/13/25  
 Accrual Basis

	Dec 31, 24
Employee Withholdings	
MED125 Deductions	732.63
SIMPLE IRA Withholdings	3,234.00
Total Employee Withholdings	3,966.63
Total Other Current Liabilities	20,134.42
Total Current Liabilities	173,361.01
Long Term Liabilities	
Long Term Liability	
Note Payable-Small Business ...	115,218.87
Lease Liability	53,156.00
2022 Chevy Silverado 2500 HD	39,177.53
2017 Hamm H71 Roller	59,731.75
2022 John Deer 624P Loader	118,237.71
2021 JD 700L Crawler Dozer	90,550.00
2021 345G F14 Excavator	153,395.31
2015 JCB Roller	15,760.87
2021 Kenworth T880 Truck	27,455.18
2020 John Deere 333G Compa...	19,031.66
Total Long Term Liability	691,714.88
Total Long Term Liabilities	691,714.88
Total Liabilities	865,075.89
Equity	
Treasury Stock	-10,000.00
Capital Stock	
Par Value	100.00
Total Capital Stock	100.00
Retained Earnings	854,629.01
Net Income	428,294.14

**GLAESER DAWES CORPORATION**

**Balance Sheet**

As of December 31, 2024

9:17 AM

03/13/25

City Council Packet

	Dec 31, 24
Total Equity	<u>1,273,023.15</u>
TOTAL LIABILITIES & EQUITY	<u><u>2,138,099.04</u></u>

**ARTICLE 6—SURETY INFORMATION**

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	SureTec Insurance Company		
Surety is a corporation organized and existing under the laws of the state of:	Texas		
Is surety authorized to provide surety bonds in the Project location?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Mailing Address (principal place of business):	2103 CityWest Blvd., Suite 1300 Houston, TX 77042		
Physical Address (principal place of business):	2103 CityWest Blvd., Suite 1300 Houston, TX 77042		
Phone (main):	(713) 812-0800	Phone (claims):	(866) 732-0099

**ARTICLE 7—INSURANCE**

7.01 Provide information regarding Business’s insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider	Type of Policy (Coverage Provided)		
SECURA	Commercial Package		
SECURA	Umbrella		
SECURA	Commercial Auto		
Are providers licensed or authorized to issue policies in the Project location?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Does provider have an A.M. Best Rating of A-VII or better?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Mailing Address (principal place of business):	300 W Lake Lansing East Lansing MI , 48823		
Physical Address (principal place of business):	300 W Lake Lansing East Lansing MI 48823		
Phone (main):	517-371-2300	Phone (claims):	517-371-2300



**ARTICLE 8—CONSTRUCTION EXPERIENCE**

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	16
Estimate of revenue for the current year:	\$ 4,300,000.00
Estimate of revenue for the previous year:	\$ 4,188,000.00

8.02 Provide information regarding the Business’s previous contracting experience.

Years of experience with projects like the proposed project:	
As a general contractor:	31
As a joint venturer:	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:	
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Provide full details in a separate attachment if the response to any of these questions is Yes.	

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business’s experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business’s key leaders as well.

**ARTICLE 9—REQUIRED ATTACHMENTS**


9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.
- C. Certification of Business’s safety performance if required by Paragraph 4.02.
- D. Financial statements as required by Paragraph 5.01.

- E. Attachments providing additional information as required by Paragraph 8.02.
- F. Schedule A (Current Projects) as required by Paragraph 8.03.
- G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Glaesser Dawes Corporation  
(typed or printed name of organization)

By:   
(individual's signature)

Name: Greggory D Dawes  
(typed or printed)

Title: President  
(typed or printed)

Date: March 13, 2025  
(date signed)

*(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_  
(individual's signature)

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Schedule A—Current Projects**

Name of Organization	<i>Wheeler Intercounty Drain Drainage District</i>			
Project Owner	<i>Wheeler Intercounty Drain Drainage Board</i>			
General Description of Project	<i>Installation of Storm Sewer</i>			
Project Cost	<i>\$ 674,857.00</i>	Date Project	<i>4-2025</i>	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	<i>Gregory Dawes</i>	<i>Paul Spanola</i>	<i>Gregory Dawes</i>	<i>Gregory Dawes</i>
Reference Contact Information	(listing names indicates approval to contacting the names individuals as a reference)			
	Name	Title/Position	Organization	Telephone
Owner				Email
Designer				
Construction Manager				
Project Owner	Project Name			
General Description of Project				
Project Cost	Date Project			
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				
Reference Contact Information	(listing names indicates approval to contacting the names individuals as a reference)			
	Name	Title/Position	Organization	Telephone
Owner				Email
Designer				
Construction Manager				
Project Owner	Project Name			
General Description of Project				
Project Cost	Date Project			
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				
Reference Contact Information	(listing names indicates approval to contacting the names individuals as a reference)			
	Name	Title/Position	Organization	Telephone
Owner				Email
Designer				
Construction Manager				

**Schedule B—Previous Experience with Similar Projects**

Name of Organization	City of Owosso		Project Name	2022 Water Main Replacement- Center Street	
Project Owner	City of Owosso		Date Project	4-15-2022	
General Description of Project	Water Main Replacement		Project Superintendent	Safety Manager	
Project Cost	\$565,399.24		Organization	Greggory Dawes	
Key Project Personnel	Project Manager		Title/Position	Quality Control Manager	
Name	Greggory Dawes		Telephone	Greggory Dawes	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name		Title/Position		Email
Designer	Project Manager		Organization		
Construction Manager	Project Manager		Telephone		
<hr/>					
Project Owner	City of Owosso		Project Name	2023 Water Main Replacement	
General Description of Project	Water Main Replacement		Date Project	4-18-2023	
Project Cost	\$673,703.12		Project Superintendent	Safety Manager	
Key Project Personnel	Project Manager		Organization	Greggory Dawes	
Name	Greggory Dawes		Title/Position	Quality Control Manager	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name		Title/Position		Email
Designer	Project Manager		Organization		
Construction Manager	Project Manager		Telephone		
<hr/>					
Project Owner	Caledonia Charter Township		Project Name	Water Distribution Improvements	
General Description of Project	Water Main Replacement		Date Project	7-1-2022	
Project Cost	\$1,371,503.89		Project Superintendent	Safety Manager	
Key Project Personnel	Project Manager		Organization	Greggory Dawes	
Name	Greggory Dawes		Title/Position	Quality Control Manager	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner	Name		Title/Position		Email
Designer	Project Manager		Organization		
Construction Manager	Project Manager		Telephone		

**Schedule B**  
**Glaeser Dawes Corporation**

PREVIOUS EXPERIENCE (Include all projects within the last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Pine Street & Gasper Street Rehabilitation	Name: Lisa Hitchcock Address: 1100 Broad Street, Chesaning, MI Telephone: 1/989/845/3800	Name: Corey Davis Company: Czae Telephone: 1/517/371/1200	2/28/2014	Road Reconstruction	Completed	\$391,129.24
Beecher DWRF Imp#738901	Name: Robert E. Holmes Address: 9475 Holly Rd., Grand Blanc, MI Telephone: 1/616/977/4400	Name: Robert E. Holman Company: Fleis & Vanderbrink Telephone: 1/616/977/4400	10/9/2014	Watermain	Completed	\$1,352,633.57
2014 Water System Imp.	Name: Geric Rose Address: 209 E. Grand Blanc Rd., Grand Blanc Telephone: 1/810-694/1118	Name: Geric Rose Company: Fleis & Vanderbrink Telephone: 1/810/743/3120	7/23/2015	Watermain	Completed	\$228,747.40
City Of Grand Blanc	Name: Douglas P. Skylis Address: 576 Liberty Park, Lapeer, MI 48446 Telephone	Name: Douglas P. Skylis Company: Rowe Professional Services Telephone: 1/810/664/9411	3/9/2015	Road Reconstruction	Completed	\$782,300.35
Lincoln St. Rehabilitation Project	Name: Troy Feltman Address: 1101 W. Broad St., Chesaning 48616 Telephone: 1/989/845/2277	Name: Chuck Rolfe Company: OHM Advisors Telephone: 1/734/522/6711	11/4/2015	Watermain Improvement	Completed	\$735,000.00
village Of Chesaning	Name: Adam Zettel Address: 8083 Civic Dr, Swartz Creek Telephone: 1/810/635/3600	Name: Louis F. Fleury, P.E. Company: Rowe Professional Services Telephone: 1/810/341/7500	3/20/2017	Water, Storm, Sewer & Road Construction	Completed	\$2,138,000.00
2015 Watermain Improvement						
City Of Swartz Creek						
2017 Paving Project						

PREVIOUS EXPERIENCE (Include all projects within the last 5 years)

Schedule B

Glaser Dawes Corporation

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Phase 2	Name: Steve Fuhr Address: 7244 N. Genesee Road, Flint, MI 48437 Telephone: 1-810-516-2860	Name Tiffany Harrison Company: Wade Trim, Inc. Telephone: 1-810-235-2555	8/22/2016	Reconstruction	Completed	\$1,502,172.00
Emerald Waters	Name: Lauren Walters Address: 14300 Shields Road, Holly, MI 48442 Telephone: 1-810-772-0604	Name: N/A Company: N/A Telephone:	10/10/2016	Water, Storm Sewer Reconstruction	Completed	\$102,175.00
1015 Village Of Chesaning Paving	Name: Troy Feltman Address: 1101 W. Broad St., Chesaning, MI 48616 Telephone: 1-989-845-2277	Name: Chuck Rolfe Company: OHM Advisors Telephone: 1-734-522-6711	11/4/2015	Sanitary Sewer, Watermain, Road Reconstruction	Completed	\$1,950,185.00
95 Hendalwood Drive-Gen.Co.Road.Com	Name: John Plamondon Address: 211 W.Oakley St., Flint, MI 48503 Telephone: 1-810-767-4920	Name: Kim Carlson, P.E. Company: Flint Surveying & Engineering Telephone: 1-810-230-1333	8/18/2015	Storm Sewer Road Reconstruction	Completed	182,459.00
IEHR International, Inc.	Name: Jeff Fulton Address: 1103 W. Pearl St., Chesaning, MI 48616 Telephone: 1-989-845-3061	Name: N/A Company: N/A Telephone:	8/6/2016	Road Reconstruction	Completed	\$47,500.00
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

**Schedule B**

**Glaeser Dawes Corporation**

PREVIOUS EXPERIENCE (Include all projects withing the last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Swosso Township 827 Watermain Project	Name: Geric Fiels Address: 301 W. Main St, Owosso, MI 48867 Telephone: 1/616/977/4400	Name: Geric Rose Company: Fiels & Vanderbrink Telephone: 1/810/244/1729	8/24/2017	Water Main	Completed	\$495,000.00
Glenn Sanitary Landfill PLP Group Watermain Extension	Name: Glenn Chinavare 301 W. Main St, Owosso, MI 48867 Telephone: 1/989/725/0555	Name: Geric Fiels Company: Fiels & Vanderbrink Telephone: 1/810/244/1729	8/21/2017	Water Mn.Ext	Completed	\$617,827.69
Swosso Township Swosso Drive Reconstruction	Name: Tom Svrcek Address: 8083 Civic Dr, Swartz Creek MI Telephone: 1/810/635/2887	Name: Jack Wheatley, P.E. Company: Rowe Professional Services 1/810/341/7500	2/13/2018	Water Mn & Rr Reconstruction	Completed	\$1,020,100.10
Swosso Township Swosso Main Improvements	Name: Eric Weiderhold Address: 505 West Vienna St, Clio, MI 48420 Telephone: 1/810/686/5850	Name: Dean A. Oparka Company: Rowe Professional Services Telephone: 1/810/341/7500	5/22/2018	Water Mn. Imp.	Completed	\$2,292,435.64
Swosso Township Rock Drive Construction	Name: Michael Leuzzi Address: 161 E. Cayuga, Elmhurst, IL 60126 Telephone: 1/630/742/5799	Name: John Morey Company: D & M Site, Inc. Telephone: 1/989/752/6500	10/26/2018	Road Construction	Completed	\$339,990.25
Swosso Township In St. Pump Station & Sani. Ext.	Name: Troy Feltman Address: 218 N Front St, Suite A, Chesan 4616 Telephone: 1/989/845/3300	Name: John Morey Company: D & M Site, Inc. Telephone: 7/989/752/6500	10/26/2018	Pump Station, Water & Sewer Extensions	Completed	\$462,604.00
Swosso Township Swosso Insley Dr. Reconstruction	Name: Tom Svrcek Address: 8083 Civic Dr., Swartz Creek, MI Telephone: 1/810/635/2887	Name: Robert Daavettilla Company: OHM Advisors Telephone: 1/810/396/4015	4/25/2019	Street Reconstruction	Completed	\$399,789.70



**Schedule C—Key Individuals**

Project Manager		
Name of individual		
Years of experience as project manager		
Years of experience with this organization		
Number of similar projects as project manager		
Number of similar projects in other positions		
Current Project Assignments		
Name of assignment	Percent of time used for this project	Estimated project completion date
Wheeler Intercounty Drain	60%	5-2025
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)		
Name	Tom Svrcek	Name
Title/Position		Title/Position
Organization		Organization
Telephone	1-517-719-8071	Telephone
Email		Email
Project		Project
Candidate's role on project	DPW Director	Candidate's role on project
Project Superintendent		
Name of individual		
Years of experience as project superintendent		
Years of experience with this organization		
Number of similar projects as project superintendent		
Number of similar projects in other positions		
Current Project Assignments		
Name of assignment	Percent of time used for this project	Estimated project completion date
Wheeler Intercounty Drain	90%	5-2025
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)		
Name	Tom Svrcek	Name
Title/Position		Title/Position
Organization		Organization
Telephone	1-517-719-8071	Telephone
Email		Email
Project		Project
Candidate's role on project	DPW Director	Candidate's role on project

<b>Safety Manager</b> <i>Same As Project Manager</i>		
Name of individual		
Years of experience as project manager		
Years of experience with this organization		
Number of similar projects as project manager		
Number of similar projects in other positions		
Current Project Assignments		
Name of assignment	Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)		
Name	Name	
Title/Position	Title/Position	
Organization	Organization	
Telephone	Telephone	
Email	Email	
Project	Project	
Candidate's role on project	Candidate's role on project	
<b>Quality Control Manager</b> <i>Same As Project Manager</i>		
Name of individual		
Years of experience as project superintendent		
Years of experience with this organization		
Number of similar projects as project superintendent		
Number of similar projects in other positions		
Current Project Assignments		
Name of assignment	Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)		
Name	Name	
Title/Position	Title/Position	
Organization	Organization	
Telephone	Telephone	
Email	Email	
Project	Project	
Candidate's role on project	Candidate's role on project	



March 18, 2025

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

**RE: Construction Engineering Services Proposal**  
Cappy Lane and Don Shenk Improvements

Dear Mr. Zettel:

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

### **PROJECT UNDERSTANDING**

As you are aware, construction bids for the Cappy Lane and Don Shenk Improvements project were collected and opened on March 13, 2025. Seven (7) bids were received and Glaeser Dawes submitted the low bid with a total price of \$2,268,188.10. Along with the letter of recommendation and bid tab we are attaching this proposal for construction engineering services.

The contract includes reconstructing Don Shenk as part of the ongoing Local Street Improvement Program. The work will also involve reconstruction of Cappy Lane in areas of overlaid curb and gutter and rehabilitation of the existing road in areas with newer curb exist along Cappy Lane. Along with the road work, the water main along Cappy Lane will be replaced. Work will involve complete removal and replacement of the existing street cross-section including pavement, driveways, storm sewers, and sidewalks. In areas where curb and gutter are to remain along Cappy Lane, the work will involve new watermain, sidewalks, driveways and milling and resurfacing the existing HMA roadway. All green space within the public right of way will be restored with grass. Decorative lighting and conduit will be installed at locations specified by the City and coordinated with Consumers energy.

### **SCOPE OF SERVICES**

Our scope of services for the work effort is as follows:

#### **CONSTRUCTION ENGINEERING**

- ▶ Perform full-time construction observation and address contractor issues during construction.
- ▶ Prepare daily reports during construction.
- ▶ Coordinate with SMAC Construction Testing, as necessary, to perform density testing services on storm sewer backfill, road sub-base, aggregate base, asphalt pavement, and concrete pavement.
- ▶ Perform construction staking for storm sewer, water main, and curb and gutter.
- ▶ Measure and track quantities during construction.



- ▶ Attend progress meetings as required during construction. For estimating purposes, we anticipate bi-weekly meetings however that may be adjusted during construction.
- ▶ Prepare Contractor pay estimates and change orders.
- ▶ Witness underground utility locations and create record drawings. Feature locations will be collected with a GPS unit during installation and the information will be provided to the City for their inclusion in the City’s GIS system.
- ▶ Coordinate punch-list walkthrough with the Contractor.
- ▶ Monitor progress with the Contractor for punch-list items and close the project in accordance with City requirements.

### COMPENSATION AND SCHEDULE

We spoke to representatives from Glaeser Dawes and we understand their plan is to begin construction around early May and based on our discussion we have estimated 22 weeks of construction. At different times during construction (e.g. during water service leads) they plan have multiple crews on-site. We have provided the estimated fee below which accounts for an additional staff member when the contractor is using multiple crews to assure an accurate and concise construction delivery. We will keep you abreast of the contractor’s progress as construction moves forward and the final construction engineering fee will be based on the actual duration of work.

The services outlined above will be performed on a time and expense basis in accordance with the enclosed *Standard Terms and Conditions* for an amount not-to-exceed fee of **\$323,655.00**.

Construction Observation	\$ 156,600.00
Construction Staking	\$ 59,000.00
Construction Engineering	\$ 49,300.00
Material Testing	\$ 21,705.00
<u>Contract Administration</u>	<u>\$ 37,050.00</u>
TOTAL	\$ 323,655.00

If this proposal is acceptable to you, please sign below and return our files. We look forward to being a part of the team and working with the City on another successful project. Should you have any questions regarding this proposal please feel free to call me at 810.396.4374.

Sincerely,  
OHM Advisors

Andrew J. Harris, PE  
Principal

Robert J. Daavettila, PE  
Project Manager

Encl: Standard Terms and Conditions



City of Swartz Creek  
Construction Engineering Services Proposal  
Cappy Lane and Don Shenk Improvements

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

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

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

## TERMS & CONDITIONS



1. **THE AGREEMENT.** These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between Orchard, Hiltz & McCliment, Inc. (OHM ADVISORS), a registered Michigan Corporation, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.
2. **CLIENT RESPONSIBILITIES.** CLIENT, at no cost, shall:
  - a. Provide access to the project site to allow timely performance of the services.
  - b. Provide all information in CLIENT'S possession as required by OHM ADVISORS to perform the services.
  - c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.
3. **PROJECT INFORMATION.** OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, other design professionals, or consultants contracted directly to CLIENT.
4. **PERIOD OF SERVICE.** The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.
5. **COMPENSATION.** CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental, or other special project related items at a rate of 1.15 times the invoice amount.
6. **TERMS OF PAYMENT.** Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day.
7. **STANDARD OF CARE.** OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.
8. **RESTRICTION OF REMEDIES.** OHM ADVISORS is responsible for the work of its employees while they are engaged on OHM ADVISORS' projects. As such, and in order to minimize legal costs and fees related to any dispute, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, and to waive any claims against 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.

Phone: (810) 635-4464

Fax: (810) 635-2887



Where Friendships Last Forever

2/24/25

## City of Swartz Creek Municipal Property Reservation Application

Date of Reservation: <sup>May 24<sup>th</sup> 2025</sup> September 27<sup>th</sup> 2025 Reservation location: Downtown Swartz Creek  
Miller Rd from Morrish Rd  
to Fortino Dr

One time event → two events

Recurring event

Name of Responsible Party: Dragon's Cruise - Jared M. Oginsky

Address: 6254 Lennon Rd Phone: 810-449-3150

City: Swartz Creek Zip Code: 48473

Nature of Activity: Car Show Approx. # Attendees 1000+

Arrival Time: 11 AM Departure Time: 4 pm

Responsible Party Signature: Jared M. Oginsky

E-Mail Address: Joginsky5160@gmail.com 2/24/25

Proof of Insurance Provided

Please check all that will be needed

Water

Waste collection

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

I have received a copy of the Plaza Rules: JMO → yes

**IF THERE ARE PROBLEMS DURING THE EVENT CONTACT 911.**

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

Date \_\_\_\_\_



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



Dated: 2/24/2025

To: Swartz Creek City Council Members  
Paul D. Bueche Municipal Building  
8083 Civic Dr  
Swartz Creek, Mi. 48473

From: The Dragon's Cruise  
President Jared Oginsky  
6254 Lennon Rd  
Swartz Creek, Mi. 48473  
810-449-3150  
[joginsky5160@gmail.com](mailto:joginsky5160@gmail.com)

Re: 2025 Dragon's Cruise Car Shows Downtown Swartz Creek

Hello City Council Members. I am Jared M. Oginsky from the business The Dragon's Cruise. I am asking for your permission to be granted to come back to Downtown Swartz Creek and once again hold and Host Car Shows and Exciting Events We have proposed (1) date at the beginning of the 2025 Car Show Season and (1) at the end of the 2025 Car Show season.

Those Dates are:

Saturday May 24<sup>th</sup> 2025 and September 27<sup>th</sup> 2025.

The times for both of those two dates will be from 12 p. m. to 3 p. m.

With a (1) hour set up and and a (1) hour tear down time frame before and after those Car Show Event Times.

We will also be providing (1 additional Portable Toilets for the needs of everyone on those dates. Portable Toilets range around \$270.00.

We will be CLOSING Miller Rd From Morrish Rd to Fortino Dr with Holland Drive and Holland Square to be CLOSED; also there will be overflow traffic access on Fortino Drive and Hayes. The road closures that will impact local Swartz Creek City traffic will involve closure of Miller Rd West of Morrish Rd to Hayes, including Holland Dr from Miller Rd South to Ingalls, along with Holland Square.

We will be providing Food Vendors, Craft Show Vendors, Dj Musical Services, Cars, Trucks, Tractors, and maybe Motorcycles free to all that would like to come. Holland Square will be utilized for Vendors, and our Musical Dj Booth area. We also hope that local restaurants and businesses will thrive during this time.

We hope to come back to Downtown Swartz Creek and bring some exciting events back to Swartz Creek like we had in 2021 and 2022, and if possible raise funds for a worthy Charitable Cause. With your approval we hope to bring patrons, beautiful vehicles you have never seen, and once remembered as a child. We would love to have it to be so grand on those days for the town of Swartz Creek and its local businesses to thrive and have everyone wanting more for years to come.

Since our inception in 2021, we have become a non-profit organization, become a 501c3 non-profit organization, we have grown to host events at several different churches, O'Reilly's Auto Parts Store of Swartz Creek, and Downtown Swartz Creek among the many places that we have had the privilege to host at. To close out 2024 we Hosted an event that was a Breakfast With Santa Clause that benefited The Flint Old News Boys and The Flint Chapter of The Toys For Tots. In 2025 we will be Hosting for the 4<sup>th</sup> year at Cornerstone Church, partnering with The Flushing Lions Club for their Annual Car Show, Hosting Events at the Davison Eagles Club. We will also be partnering with Kiwanis Club of Swartz Creek to bring our 1<sup>st</sup> Annual (2) Day Car Show to Elms Rd Park for the Annual Art in the park event in Swartz Creek. We will also be Helping The American Legion Hall on Morrish Rd Swartz Creek with their Annual Car Show to try and grow their event in 2025. To entice you a little bit, our Most Exciting of all, we will be Hosting (2) Events in Byron, Mi. this year with one that will include our Car Show, with the lighting off fireworks at the end of the night. We Hope you will agree that we will be able to bring back exciting times and events to Downtown Swartz Creek in 2025. It would be great for us to Host and bring FREE Family Friendly Events back to Downtown Swartz Creek. We are hoping and seeking to bring back to our town, that I grew up in and graduated from, greater Awareness to this great city and Town.

Lastly thank you for your consideration and Please Please come out and join us!!!!

**For Dragon's Cruise Information On Car Shows and Events Please Call:**

**Jared M. Oginsky  
President of The Dragon's Cruise  
810-449-3150**

**CITY OF SWARTZ CREEK**  
**PLAZA AND LOT USAGE GUIDELINES**

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

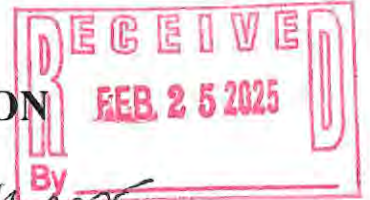
**APPLICABILITY.** These rules apply to City of Swartz Creek Plaza, located at 5012 Holland Drive. The city council may apply these rules to other city parking lots and alleys at its discretion.

1. **PARKING.** The plaza shall accommodate day and night parking in accordance with applicable laws when not otherwise designated for an authorized use. The maximum parking duration is 24 hours, with the expectation that vehicle owners/operators can be notified to relocate their vehicle for a reservation within a 24 hour period.
  - 1) No business or individual shall have an ongoing vested interest in the use of parking.
  - 2) Owners and/or operators of vehicles shall comply with city official and/or police officer instructions to relocate the vehicle at any time for any reason.
  - 3) No person shall park or store any motor vehicle during the hours the plaza is reserved or otherwise closed.
  - 4) Members of the police department are hereby authorized to remove any vehicles so parked or stored if notice was given 24 hours prior to said removal in the form of posting the site, official notice upon the vehicle, or recorded interaction with the owner/operator.
  - 5) It shall be unlawful for any person, whether a pedestrian or operating a motor vehicle, to fail to obey any such applicable traffic control sign, notice, signal, lane marking or other device, whether permanent or temporary, unless otherwise directed by a police officer or city personnel conducting city business.
2. **SMOKING.** Smoking, including (e-cig or e-cigarettes), personal vaporizers (PV) or electronic nicotine delivery systems (ENDS), is prohibited in the plaza, unless part of a council approved event.
3. **PROHIBITED USES AND ACTS.** No person shall engage in:
  - 1) *Injuring, removing property.* Willfully mark, deface, disfigure, cut, injure, tamper with, break, displace, or remove any buildings, cables, benches, tables, light poles, trees, 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 property or appurtenances whatsoever, either real or personal.
  - 2) *Fires.* No person shall kindle or build or cause to be kindled or built a fire in any plaza or parking lot 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.
  - 3) *Pets, animals.* No person shall bring in, cause, or allow any dog, cat or other pets or animals which they own or have permission to control to be brought within the confines of any plaza 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.
  - 4) *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 plaza property.
  - 5) *Restricted sections of plaza.* No person shall enter upon any area of the plaza where persons are prohibited from going, as indicated by signs, notices or where secured by fences and gates.
  - 6) *Firearms, bow and arrows, fireworks and devices.* No person shall discharge a firearm or firework of any description while in or on plaza 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 by the use of a bow, excepting in such areas as shall be specifically designated as areas for the use of bows and arrows. Crossbows, bolts, and similar weapons are also prohibited.
  - 7) *Peace, disorderly conduct.* No person shall make or excite any disturbance or contention on any public grounds. (No person shall use any indecent or obscene language).
  - 8) *Drunkenness, alcoholic liquors.* No person shall enter, be in or remain on public 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 alcoholic liquors upon plaza property, unless part of a council approved event.
  - 9) *Drinking fountains.* No person shall throw, discharge or otherwise place in the waters or any fountain, wash basin or temporary or permanent toilets any substance, liquid or solid, which may result in water pollution or create a health hazard to the public.

- 10) *Sleeping*. No person shall sleep, whether in a vehicle, trailer, tent, hammock or other manner, on public property.
  - 11) *Dumping*. No person shall deposit any rubbish, garbage or refuse matter, break glass or bottles in or upon any part of the plaza other than such refuse accumulated from organized and acceptable activities within the plaza, and such refuse must be deposited in receptacles provided for that purpose.
  - 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 plaza.
  - 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 plaza 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 public property unless related to an approved event.
  - 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 plaza without permission from the city manager.
  - 16) *Inflatable play equipment*. Inflatable play equipment is prohibited unless arrangements are made in advance and a certificate of insurance from the party providing such equipment is filed with the city and includes a rider naming the city as an additionally insured party.
4. **POLICE AND EMPLOYEES**. No person shall resist any police officer or city employee exercising his duty within the plaza area, or fail or refuse to obey any lawful command of any such police officer or employee, or in any way interfere with, hinder or prevent any such police officer or employee from discharging their 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.
5. **PLAZA RESERVATIONS**. Applicants may be permitted the use of the plaza, including control during hours the plaza is typically 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 plaza area shall not violate any local or state law nor unreasonably interfere with the use and enjoyment of adjacent areas by others.
  - 3) The organizations shall hold the city harmless from liability for incidents arising out of the organizations' use of the plaza and shall provide evidence of insurance coverage.
  - 4) The city reserves the right to direct where organizations' activities are conducted to minimize interference with the use of adjacent properties and businesses.
  - 5) Fees shall be set by resolution of the city council. 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 plaza by the public unless such charge is approved by the city council in advance.
  - 7) Reservations for annual events can be granted by the city council beginning December 1 of the previous calendar year.
  - 8) All permits shall require the permittee to clean up the plaza 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.
  - 9) 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, provided that such permit is on official forms when presented.
  - 10) Reservations will be given on a first come, first served basis beginning the first business day of each calendar year. Priority for use shall be given to organizations scheduling regular events (e.g. weekly markets) or annual events (e.g. bike races).
- 6) **VENDING**. Vending 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.
- 7) **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.



### CITY OF SWARTZ CREEK STREET CLOSURE/USE APPLICATION



DATE OF REQUEST: 1 May 24<sup>th</sup> 2025 & September 27<sup>th</sup> 2025  
 SPONSOR ORGANIZATION: Dragon's Cruise  
 AUTHORIZED REPRESENTATIVE: Jared M. Oginsky  
 WORK ADDRESS: 6254 Lennon Rd HOME ADDRESS: Same  
 PHONE NO: WORK (810) 449-3150 HOME: ( ) Same CELL: ( ) Same  
 EMAIL ADDRESS: Joginsky5160@gmail.com  
 TYPE OF EVENT: (check box)

PARADE  \*\* (Draw Route on Attached Map)      CARNIVAL   
 FOOT/BIKE RACE       CRAFT SHOW   
 CONCERT       OTHER: Car Show

DATE OF EVENT: 3/24/2025 & 9-27-2025  
 TIME OF EVENT: FROM: 11 AM TO: 4 PM

ESTIMATED NUMBER OF PARTICIPANTS: 1000+ people and Car Show enthusiasts

DESCRIPTION OF EVENT; NOTE STREETS REQUESTED TO BE CLOSED/USED:  
A Dragon's Cruise Car Show and Events with food and vendors  
This will be at a time that will help with foot traffic for local business.  
Area/location will be blocked off from Morrish Rd to Fortino Dr  
on Miller Rd with traffic access on Fortino Drive and Hayes

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

FOR: Dragon's Cruise (Organization)      BY: Jared M. Oginsky (Authorized Representative) 2/24/25

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

\* The throwing of any item(s) from any vehicle during the course of a parade is strictly prohibited and violations may result in criminal prosecution and/or the denial of future permit applications.  
 \*\*The Chief of Police reserves the right to determine the length of time that any street(s) remain(s) closed to traffic.

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

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

## CITY OF SWARTZ CREEK PARADE REGULATIONS

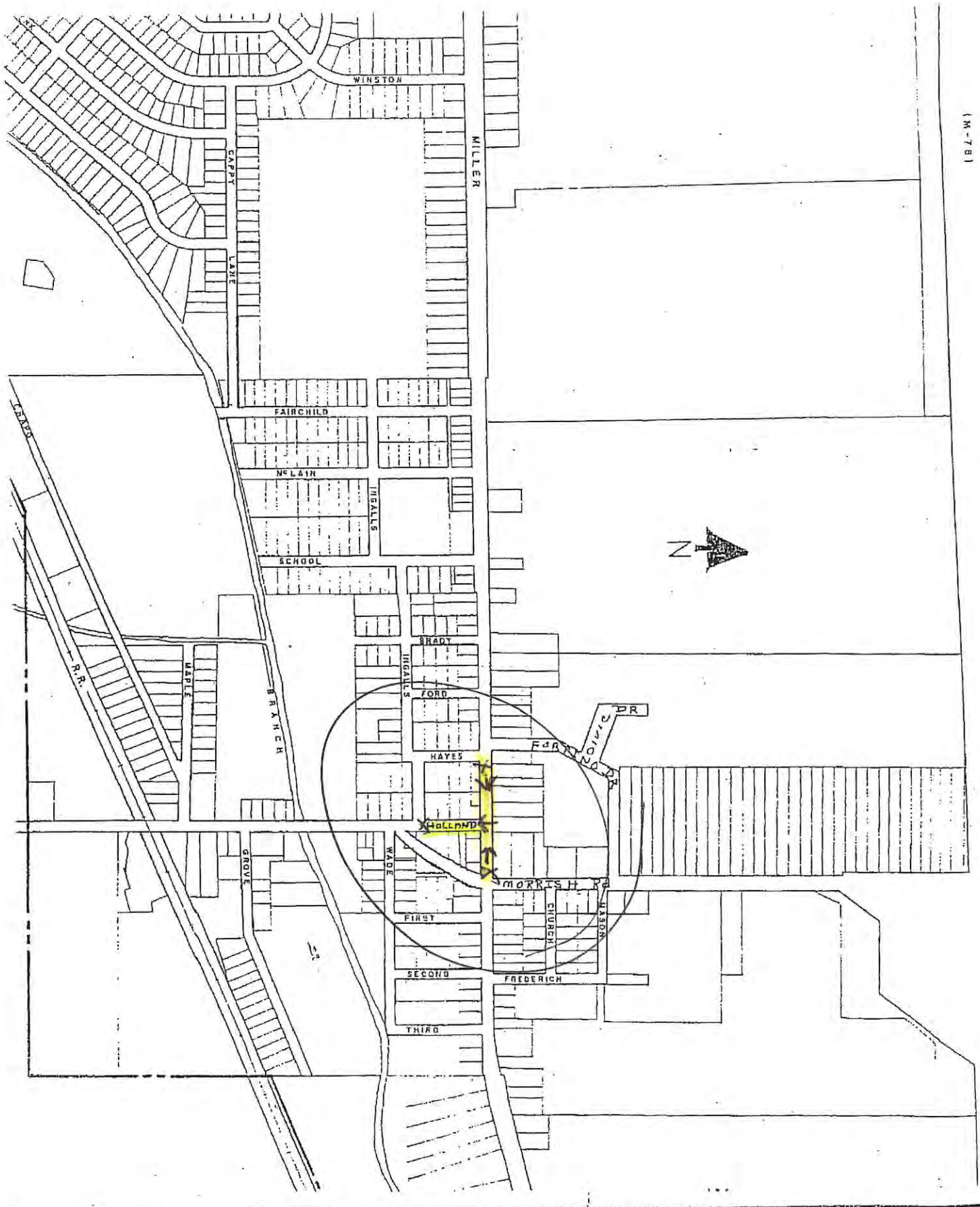
The approval of a street closure request and/or a “parade permit” is based on the assumption that the event coordinator(s) fully understand and accept the following regulations regarding the event:

1. The throwing of any object(s) from any vehicle during the course of the parade is prohibited by ordinance. Violations of this ordinance could result in prosecution and/or the denial of future permit requests.
2. The closing of major thorough fares entails the rerouting of thousands of motorists and the interruption of commerce. It is imperative that parades begin and end on time so as not to unnecessarily disrupt the usual course of traffic and business.
3. Parade organizers must provide a means of direct communication between the event coordinator and the Chief of Police (or his designate) during the course of the parade in order to address any dangerous conditions that may develop during the course of the event.
4. The practice of parade participants jumping onto or off of moving vehicles in the parade is prohibited.
5. When determining the staging area for parade participants, organizers should ensure that the area is sufficient in size to accommodate all entries without creating traffic or pedestrian hazards.

It is the responsibility of the event coordinator(s) to ensure that all parade participants are made aware of the regulations that directly affect them and by signing this document hereby acknowledge that they have received a copy of these regulations and accept said responsibility.

By: Jared M. Oginsky <sup>2/24/25</sup> For: Dragon's Cruise  
(Event Coordinator or Representative) (Organization)

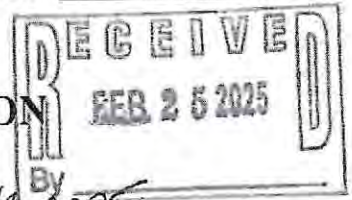




(M-78)



**CITY OF SWARTZ CREEK  
STREET CLOSURE/USE APPLICATION**



DATE OF REQUEST: May 24<sup>th</sup> 2025 & September 27<sup>th</sup> 2025  
SPONSOR ORGANIZATION: Dragon's Cruise  
AUTHORIZED REPRESENTATIVE: Jared M. Oginsky  
WORK ADDRESS: 6254 Lennon Rd HOME ADDRESS: Same  
PHONE NO: WORK (810) 449-3150 HOME: ( ) Same CELL: ( ) Same  
EMAIL ADDRESS: Joginsky5160@gmail.com  
TYPE OF EVENT: (check box)

PARADE  \*\* (Draw Route on Attached Map) CARNIVAL   
FOOT/BIKE RACE  CRAFT SHOW   
CONCERT  OTHER: Car Show

DATE OF EVENT: 3/24/2025 & 9-27-2025  
TIME OF EVENT: FROM: 11 AM/PM TO: 4 AM/PM

ESTIMATED NUMBER OF PARTICIPANTS: 1000+ people and Car Show on the assist

DESCRIPTION OF EVENT; NOTE STREETS REQUESTED TO BE CLOSED/USED:  
A Dragon's Cruise Car Show and Events with food and vendors  
This will be at a time that will help with foot traffic for local business  
Area location will be blocked off from Morrish Rd to Fortino Dr  
on Miller Rd with traffic access on Fortino Drive and Hayes

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

FOR: Dragon's Cruise (Organization) BY: Jared M. Oginsky 2/24/25 (Authorized Representative)

APPROVED BY: [Signature] (Chief of Police) \_\_\_\_\_ (Street Administrator)

\* The throwing of any item(s) from any vehicle during the course of a parade is strictly prohibited and violations may result in criminal prosecution and/or the denial of future permit applications.  
\*\*The Chief of Police reserves the right to determine the length of time that any street(s) remain(s) closed to traffic.



**Department of the Treasury**  
**Internal Revenue Service**  
**Tax Exempt and Government Entities**  
 PO Box 2508  
 Cincinnati, OH 45201

DRAGONS CRUISE  
 6254 LENNON  
 SWARTZ CREEK, MI 48473

**Date:**  
09/18/2024

**Employer ID number:**  
88-1776891

**Person to contact:**  
Name: Customer Service  
ID number: 31954  
Telephone: 877-829-5500

**Accounting period ending:**  
December 31

**Public charity status:**  
509(a)(2)

**Form 990 / 990-EZ / 990-N required:**  
Yes

**Effective date of exemption:**  
September 12, 2024

**Contribution deductibility:**  
Yes

**Addendum applies:**  
No

**DLN:**  
26053660004564

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin  
 Director, Exempt Organizations  
 Rulings and Agreements



Date: 3-13-2025

To: Swartz Creek City Council  
Paul D. Bueche Municipal Building  
8083 Civic Dr  
Swartz Creek, Mi. 48473

From: Jared M. Oginsky  
President of The Dragon's Cruise  
810-449-3150  
[joginsky5160@gmail.com](mailto:joginsky5160@gmail.com)

Re: Requested Non-Profit Documentation

Dear Swartz Creek City Council Members. I am writing to you about the request for documentation for the Non-Profit The Dragon's Cruise. I reached out to Lara, and I am working with them to update the discrepancies that were brought to my attention. It was brought to my attention that I did not follow up with their procedures by Lara and file annual reports. I should have contacted them when I moved to update the information that was needed. With that I will be updating documentation for 2023, and 2024. On 9-12-2024 we went from a regular Non-Profit to a 501c3 designation by the I. Our EIN # and everything else transitioned to our new 501c3 tax designation. I will be providing the 501c3 tax papers and payment information for The Dragon's Cruise to transition to that designation, past 2022 initial business opening documentation, and updated and paid for Lara 2023 and 2024 documentation. These were updated on 3-13-2025 for the 2023 and 2024 business years. Lara states on their website that it may take up to 10 business days per filing to be approved. This will show that all discrepancies have been updated and fixed.RS

If there are any other dependencies that have not been given to the Swartz Creek City Council, then feel free to reach out and bring those to my attention before March 19<sup>th</sup> 2025. This will allow me time to address any further business that you feel I need to address.

Thank you

Jared M. Oginsky  
President of the Dragon's Cruise  
810-449-3150  
[joginsky5160@gmail.com](mailto:joginsky5160@gmail.com)



Form Revision Date 07/2016

### ARTICLES OF INCORPORATION

For use by DOMESTIC NONPROFIT CORPORATION

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Articles:

#### ARTICLE I

The name of the corporation is:

DRAGON'S CRUISE

#### ARTICLE II

The purpose or purposes for which the corporation is formed are:

To promote community involvement and to benefit charitable organizations through events held. Charitable organizations to include but are not limited to; multipurpose Human Service, Crisis services, Food banks, Food pantries, Children's and Family services

#### ARTICLE III

The Corporation is formed upon  basis.

If formed on a stock basis, the total number of shares the corporation has authority to issue is

If formed on a nonstock basis, the description and value of its real property assets are (if none, insert "none"):

none

The description and value of its personal property assets are (if none, insert "none"):

none

The corporation is to be financed under the following general plan:

Donations received from hosting events

The Corporation is formed on a  basis.

#### ARTICLE IV

The street address of the registered office of the corporation and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

1. Agent Name: JARED OGINSKY  
 2. Street Address: 8055 PAUL FORTINO DR.  
 Apt/Suite/Other: NUMBER 392  
 City: SWARTZ CREEK  
 State: MI Zip Code: 48473

3. Registered Office Mailing Address:  
 P.O. Box or Street Address: P.O. BOX 392  
 Apt/Suite/Other:  
 City: SWARTZ CREEK  
 State: City Council Packet

ARTICLE V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name	Residence or Business Address
JARED M OGINSKY	2197 LAUDERDALE ST., FLINT, MI 48532 USA

Signed this 14th Day of April, 2022 by the incorporator(s).

Signature	Title	Title if "Other" was selected
Jared M Oginsky	Incorporator	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

Decline  Accept

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS**  
**FILING ENDORSEMENT**

***This is to Certify that the*** ARTICLES OF INCORPORATION

***for***

DRAGON'S CRUISE

***ID Number:*** 802842965

***received by electronic transmission on*** April 14, 2022 ***, is hereby endorsed.***

***Filed on*** April 14, 2022 ***, by the Administrator.***

***The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.***



***In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 14th day of April, 2022.***

***Linda Clegg, Director***

***Corporations, Securities & Commercial Licensing Bureau***

**Quote Proposal**

**Customer Number:** 1000369278  
**Policy Number:** B970000 00

**Quoted Policy Term:** 04/01/2025 to 11/01/2025  
**Date Quoted:** 02/25/2025

**Customer Name and Address:**  
 Dragon's Cruise  
 2197 Lauderdale St  
 Flint, MI 48532

**Agency Name and Address:** 21059  
 BLACKMORE ROWE SWARTZ CREEK  
 G-6235 CORUNNA RD., STE H  
 FLINT, MI 48532  
 810-720-8244

Thank you for the opportunity to provide a quote.

See below for a summary of premium quoted. Refer to additional pages for more details.

This quote proposal is based on the underwriting and rating information available to date **and may contain coverage terms that are different than originally requested. Default values, different limits and different deductibles may have been applied.** This quote proposal may be subject to additional rating, pricing, or underwriting considerations, as well as potential loss control survey(s) and subsequent recommendations. **Please review the terms of this quote proposal carefully.**

**These rate levels and this quote are valid for 60 days or until the proposed effective date, whichever comes first. 04/01/2025**

Coverage Part	Premium
Commercial General Liability Coverage	\$341.00
Total Premium:	\$341.00
Total Including Taxes, Fees and Surcharges:	\$341.00

Please contact your underwriter with any questions.

**This quote proposal is not the insurance contract.  
 Only the actual provisions of the issued policy will apply.**





### Binding Instructions

#### General Information

Customer Name: Dragon's Cruise  
Quote/Policy Number: B970000

Quoted Policy Term: 04/01/2025 to 11/01/2025

Thank you for choosing West Bend Insurance Company, we appreciate your business! To ensure that we process your new business correctly, please help us verify the following information:

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

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

Customer Care Agencies: Please issue this policy through Customer Care (circle one): Yes No

Direct Mail: Please mail this policy directly to the insured (circle one): Yes No

#### Payment Plan Options

Please issue with the following Payment Plan Option (circle one):  
Note – Special Events must be paid in full at the time of binding.

Annual

Quarterly

10 Equal Payments

Semi-Annual

Down Payment Plus Nine

12 Equal Payments

Checks for down payment should be made payable to West Bend Insurance Company and sent with your binding instructions to 1900 S 18th Avenue, West Bend, WI 53095.

#### Premiums

Premiums should be issued per line as follows:

General Liability	\$ _____	Crime & Fidelity:	\$ _____
Property:	\$ _____	Commercial Auto:	\$ _____
Work Comp:	\$ _____	Inland Marine:	\$ _____
Umbrella:	\$ _____	Liquor Liability:	\$ _____
<b>EPLI:</b>	<b>\$ _____</b>	<b>Directors and Officers:</b>	<b>\$ _____</b>

#### Comments:

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#### Loss History:

- Already submitted with the original application materials.
- Have been ordered from the previous carrier and will be forwarded upon receipt.
- Not applicable – no prior loss history available or this is a new business venture.

WB 2582 02 25

**Commercial Lines Policy Declarations**

**Customer Number:** 1000369278  
**Policy Number:** B970000 00

**Policy Period:** 04/01/2025 to 11/01/2025  
 at 12:01 AM Standard Time at Your Mailing Address Shown Below

**Named Insured and Address:**  
 Dragon's Cruise  
 2197 Lauderdale St  
 Flint, MI 48532

**Agency Name and Address:** 21059  
 BLACKMORE ROWE SWARTZ CREEK  
 G-6235 CORUNNA RD., STE H  
 FLINT, MI 48532  
 810-720-8244

**Location Schedule**

Loc	Address	City	County	State	Zip
1	Miller Road	Swartz Creek	Genesee	MI	48473

**Commercial Lines Policy Declarations**

**Customer Number:** 1000369278  
**Policy Number:** B970000 00

**Policy Period:** 04/01/2025 to 11/01/2025  
at 12:01 AM Standard Time at Your Mailing Address Shown Below

**Named Insured and Address:**  
Dragon's Cruise  
2197 Lauderdale St  
Flint, MI 48532

**Agency Name and Address:** 21059  
BLACKMORE ROWE SWARTZ CREEK  
G-6235 CORUNNA RD., STE H  
FLINT, MI 48532  
810-720-8244

**Forms Schedule**

Number	Edition	Description
IL0017Y	1198	COMMON POLICY CONDITIONS
IL0021	0908	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IL0985	1220	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
NS0037	0824	FULLY EARNED PREMIUM
NS0040A	0824	NON-RENEWABLE POLICY
WB214	0524	MEMBERSHIP AND VOTING NOTICE
WB660	0824	TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US
WB241	0524	WEST BEND INSURANCE COMPANY NAME CHANGE ENDORSEMENT
IL0286Y	0417	MICHIGAN CHANGES - CANCELLATION AND NONRENEWAL

**This is not a complete representation of all forms that may be attached to your policy**

**THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.**

## **DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT**

### **SCHEDULE**

<b>SCHEDULE – PART I</b>	
<b>Terrorism Premium (Certified Acts)</b>	<b>\$</b>
<b>This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):</b>	
If you have previously rejected coverage under this policy for Certified Acts of Terrorism under the Terrorism Risk Insurance Act, Coverage will remain excluded unless you request coverage within 30 days of the policy effective date.	
<b>Additional information, if any, concerning the terrorism premium:</b>	
<b>SCHEDULE – PART II</b>	
<b>Federal share of terrorism losses</b>	<b>80 %</b>
(Refer to Paragraph <b>B.</b> in this endorsement.)	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Disclosure Of Premium**

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

**B. Disclosure Of Federal Participation In Payment Of Terrorism Losses**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

**C. Cap On Insurer Participation In Payment Of Terrorism Losses**

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

# TERRORISM RISK INSURANCE ACT REJECTION FORM

**Customer Number:** 1000369278

**Policy Number:** B970000

**Policy Effective Date:** 2025-04-01

**Insured Name:** Dragon's Cruise

**Agent Name:** BLACKMORE ROWE SWARTZ CREEK

**Agent Code:** 21059

The disclosure notice required by the Terrorism Risk Insurance Act (the "Act") is attached to your policy as an endorsement. The premium for coverage against certified acts of terrorism as provided for by the Act is shown on the policy declaration pages.

You have the option to reject coverage under the Act. If you choose to reject coverage for certified acts of terrorism, this rejection form must be signed and returned to our office.

This form must be received by us within 30 days after the policy effective date if you desire to reject the coverage. If this form is not received within this time period, coverage against certified acts of terrorism will remain on this policy for the remainder of the policy term and you will be required to pay the applicable premium.

If a location(s) covered by this policy is located in a Standard Fire Protection state\*, then the requirements for fire coverage, as to that location, are established by law and you cannot reject coverage for that location for fire losses resulting from an act of terrorism. The premium for fire coverage is shown separately on the policy declarations page. The premium for fire coverage applicable to a location in a Standard Fire Protection state will not be returned to you even if you indicate to us that you wish to reject coverage for certified acts of terrorism.

I understand and agree by signing below, that except for fire coverage on locations in Standard Fire Protection states, I have elected to reject coverage for certified acts of terrorism under the Terrorism Risk Insurance Act.

---

Policyholder's Signature

---

Date

*If coverage against certified acts of terrorism is rejected, the endorsement removing this coverage will be processed using the policy effective date.*

\*Standard Fire Protection States:

Arizona (Commercial Residential Property Coverage)

Illinois (Property Coverages)

Iowa (Property Coverages)

Missouri (Property & Inland Marine Coverages)

North Carolina (Property Coverages)

Virginia (Property Coverages)

Wisconsin (Property & Inland Marine Coverages)

**Commercial General Liability Coverage Declarations**

**Customer Number:** 1000369278  
**Policy Number:** B970000 00

**Policy Period:** 04/01/2025 to 11/01/2025  
at 12:01 AM Standard Time at Your Mailing Address Shown Below

**Named Insured and Address:**  
Dragon's Cruise  
2197 Lauderdale St  
Flint, MI 48532-4142

**Agency Name and Address:** 21059  
BLACKMORE ROWE SWARTZ CREEK  
G-6235 CORUNNA RD., STE H  
FLINT, MI 48532  
810-720-8244

Insured is a(n) Non-Profit Organization

**Limits of Insurance**

General Aggregate Limit (other than Products/Completed Operations)	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000
Personal and Advertising Injury Liability Limit	\$1,000,000
Damage to Premises Rented to You Limit	\$100,000
Medical Expense Limit, Any One Person	Excluded

See attached Forms Schedule for forms and endorsements applicable to this coverage.

**Commercial General Liability Classification Schedule**

**Customer Number:** 1000369278  
**Policy Number:** B970000 00

**Policy Period:** 04/01/2025 to 11/01/2025  
at 12:01 AM Standard Time at Your Mailing Address Shown Below

**Named Insured and Address:**  
Dragon's Cruise  
2197 Lauderdale St  
Flint, MI 48532-4142

**Agency Name and Address:** 21059  
BLACKMORE ROWE SWARTZ CREEK  
G-6235 CORUNNA RD., STE H  
FLINT, MI 48532  
810-720-8244

**Commercial General Liability Classifications**

Loc	Class Code	Description	Exposure	Premium Basis	Rate	Premium	Coverage
1	63220	Exhibitions - in buildings - no admission charged - Not-For-Profit only	2	Exhibitions	157.670 Included	\$315 Included	Prem/Ops Prod/Co



**Commercial General Liability Endorsements and Miscellaneous Premiums**

**Customer Number:** 1000369278  
**Policy Number:** B970000 00

**Policy Period:** 04/01/2025 to 11/01/2025  
 at 12:01 AM Standard Time at Your Mailing Address Shown Below

**Named Insured and Address:**  
 Dragon's Cruise  
 2197 Lauderdale St  
 Flint, MI 48532-4142

**Agency Name and Address:** 21059  
 BLACKMORE ROWE SWARTZ CREEK  
 G-6235 CORUNNA RD., STE H  
 FLINT, MI 48532  
 810-720-8244

**Additional Insureds**

Description	Form Number	Premium
Designated Person	CG2026	\$25

**Endorsements**

Description	Form Number	Premium
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**Miscellaneous Premiums**

Description	Form Number	Premium
Terrorism Risk Insurance Act		\$1

**Total General Liability Premium:** \$341

**Commercial General Liability Forms Schedule**

**Customer Number:** 1000369278  
**Policy Number:** B970000 00

**Policy Period:** 04/01/2025 to 11/01/2025  
at 12:01 AM Standard Time at Your Mailing Address Shown Below

**Named Insured and Address:**  
Dragon's Cruise  
2197 Lauderdale St  
Flint, MI 48532-4142

**Agency Name and Address:** 21059  
BLACKMORE ROWE SWARTZ CREEK  
G-6235 CORUNNA RD., STE H  
FLINT, MI 48532  
810-720-8244

**Forms Schedule**

Number	Edition	Description
CG0001	0413	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG0300Z	0196	DEDUCTIBLE LIABILITY INSURANCE
CG2026	1219	ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION
CG2106	1223	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL MATERIAL OR INFORMATION
CG2109	0615	EXCLUSION UNMANNED AIRCRAFT
CG2135	1001	EXCLUSION - COVERAGE C - MEDICAL PAYMENTS
CG2139	1093	CONTRACTUAL LIABILITY LIMITATION
CG2147	1207	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG2170	0115	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
CG4003	1219	EXCLUSION - ATHLETIC OR SPORTS PARTICIPANTS - ALL CONTESTS OR EXHIBITIONS
CG4028	0922	BROAD ABUSE OR MOLESTATION EXCLUSION
CG4032	0523	EXCLUSION - PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)
CG4035	1223	EXCLUSION - CYBER INCIDENT
NS0019GL	0515	EXCLUSION - COMMUNICABLE DISEASES
WB3109GL	0223	EXCLUSION - DISCRIMINATION

**This is not a complete representation of all forms that may be attached to your policy**

**Commercial General Liability Forms Schedule**

**Customer Number:** 1000369278  
**Policy Number:** B970000 00

**Policy Period:** 04/01/2025 to 11/01/2025  
at 12:01 AM Standard Time at Your Mailing Address Shown Below

**Named Insured and Address:**  
Dragon's Cruise  
2197 Lauderdale St  
Flint, MI 48532-4142

**Agency Name and Address:** 21059  
BLACKMORE ROWE SWARTZ CREEK  
G-6235 CORUNNA RD., STE H  
FLINT, MI 48532  
810-720-8244

**Forms Schedule**

Number	Edition	Description
WB3122GL	0224	LIMITATION OF COVERAGE TO SCHEDULED EVENTS, ACTIVITIES OR OPERATIONS
WB3118GL	0224	EXCLUSION - ASSAULT AND BATTERY
NS0059GL	0414	EXCLUSION - WATER ACTIVITIES
WB3119GL	0224	TOTAL LIQUOR LIABILITY EXCLUSION
WB3133GL	1124	EXCLUSION - FIREARMS OR WEAPONS
WB3129GL	0225	EXCLUSION - AMUSEMENT RIDES
NS0273	0708	LIMITED FUNGI COVERAGE
WB1468GL	0224	EXCLUSION - ASBESTOS OR ASBESTOS PRODUCTS
WB1958GL	0414	EXCLUSION - LEAD LIABILITY
WB1392GL	0223	EXCLUSION - BIOMETRIC IDENTIFIERS OR BIOMETRIC DATA
WB3113	0224	EXCESS PROVISION
WB687GL	0224	EXCLUSION - FIREWORKS
WB3114GL	0224	EXCLUSION - TRAMPOLINES
WB39GL	0225	EXCLUSION - HUMAN TRAFFICKING
CG0168	1120	MICHIGAN CHANGES

**This is not a complete representation of all forms that may be attached to your policy**

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

**EXCLUSION – COVERAGE C – MEDICAL PAYMENTS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<p><b>Description And Location Of Premises Or Classification:</b> All Locations and Operations</p>
--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any premises or classification shown in the Schedule:

- 1. Section I – Coverage C – Medical Payments does not apply and none of the references to it in the Coverage Part apply; and

- 2. The following is added to Section I – Supplementary Payments:

- h. Expenses incurred by the insured for first aid administered to others at the time of an accident for "bodily injury" to which this insurance applies.



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

## DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Coverage	SCHEDULE	
	PER CLAIM DEDUCTIBLE	MAXIMUM DEDUCTIBLE PER OCCURRENCE
Bodily Injury Liability OR	\$	\$
Property Damage Liability OR	\$250	\$2,500
Bodily Injury Liability and/or Property Damage Liability Combined	\$	\$

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**APPLICATION OF ENDORSEMENT** (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage", however caused):

- A. Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.
  - B. Your selected deductible applies to the coverage option indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:
    - 1. **PER CLAIM DEDUCTIBLE.** The deductible amount indicated in the Schedule above applies as follows:
      - a. Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";
      - b. Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or
      - c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:
        - (1) "Bodily injury";
        - (2) "Property damage"; or
        - (3) "Bodily injury" and "property damage" combined
- as the result of any one "occurrence".
- If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.

West Bend Mutual Insurance Company  
West Bend, Wisconsin 53095

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With respect to "property damage", person includes an organization.

**2. MAXIMUM DEDUCTIBLE PER OCCURRENCE.** The deductible amount indicated in the Schedule above applies as follows:

- a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
- b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or
- c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:
  - (1) "Bodily injury";
  - (2) "Property damage"; or
  - (3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

**C.** The terms of this insurance, including those with respect to:

- 1. Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2. Your duties in the event of an "occurrence", claim, or "suit"

apply irrespective of the application of the deductible amount.

**D.** We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

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

## **LIMITATION OF COVERAGE TO SCHEDULED EVENTS, ACTIVITIES OR OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Date(s)/Description of Event(s), Activity(ies) or Operation(s)/Location(s):**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Paragraph **1.b.** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

- b.** This insurance applies to "bodily injury" and "property damage" caused by an "occurrence" that takes place in the "coverage territory" only if:
  - (1)** The "bodily injury" or "property damage" arises out of the event(s), activity(ies), or operation(s) that took place on the date(s) and at the location(s) shown in the Schedule;
  - (2)** The "bodily injury" or "property damage" occurs during the policy period; and
  - (3)** Prior to the policy period, no insured listed under Paragraph **1.** of **Section II – Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

Paragraph **1.b.** under **Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

- b.** This insurance applies to "personal and advertising injury" caused by an offense committed in the "coverage territory" but only if:
  - (1)** The offense arises out of the event(s), activity(ies), or operation(s) that took place on the date(s) and at the location(s) shown in the Schedule; and
  - (2)** The offense was committed during the policy period.

With respect to the coverage provided by this endorsement, Paragraph **4.** of **Section IV – Commercial General Liability Conditions** is replaced by the following:

#### **4. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, this insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis.

**Streamlined Application for Recognition of Exemption  
Under Section 501(c)(3) of the Internal Revenue Code**

Do not enter Social Security numbers on this form as it will be made public.

Information about Form 1023-EZ and its separate instructions is at [www.irs.gov/form1023ez](http://www.irs.gov/form1023ez)

**Note:** If exempt status is approved, this application will be open for public inspection.

**Check this box to attest that you have completed the Form 1023-EZ Eligibility Worksheet in the current instructions, are eligible to apply for exemption using Form 1023-EZ, and have read and understand the requirements to be exempt under section 501(c)(3).**

Have your annual gross receipts exceeded \$50,000 in any of the past 3 years and/or do you project that your annual gross receipts will exceed \$50,000 in any of the next 3 years? If yes, stop. Do not file Form 1023-EZ. See Instructions. Yes  No

Do you have total assets the fair market value of which is in excess of \$250,000? If yes, stop. Do not file Form 1023-EZ. See Instructions. Yes  No

**Part I Identification of Applicant**

<b>1a</b> Full Name of Organization DRAGONS CRUISE			<b>b</b> Care Of Name (if applicable)		
<b>c</b> Mailing Address (number, street, and room/suite). If a P.O. box, see instructions. 6254 LENNON		<b>d</b> City SWARTZ CREEK	<b>e</b> State MI	<b>f</b> Zip code + 4 48473	
<b>2</b> Employer Identification Number 88-1776891	<b>3</b> Month Tax Year Ends (MM) 12	<b>4</b> Person to Contact if More Information is Needed JAROD OGINSKY			
<b>5</b> Contact Telephone Number 810-449-3150		<b>6</b> Fax Number (optional)		<b>7</b> User Fee Submitted \$275.00	
<b>8</b> List the names, titles, and mailing addresses of your officers, directors, and/or trustees. (If you have more than five, see instructions.)					
First Name: JARED		Last Name: OGINSKY		Title: PRESIDENT	
Street Address: 6254 LENNON		City: SWARTZ CREEK		State: MI Zip code + 4: 48473	
First Name: MARTA		Last Name: OGINSKY		Title: TREASURER	
Street Address: 6254 LENNON		City: SWARTZ CREEK		State: MI Zip code + 4: 48473	
First Name: TOBY		Last Name: DOVER		Title: TRUSTEE	
Street Address: 5222 DON SHENK DRIVE		City: SWARTZ CREEK		State: MI Zip code + 4: 48473	
First Name:		Last Name:		Title:	
Street Address:		City:		State: Zip code + 4:	
First Name:		Last Name:		Title:	
Street Address:		City:		State: Zip code + 4:	
<b>9a</b> Organization's Website (if available):					
<b>b</b> Organization's Email (optional):					

**Part II Organizational Structure**

**1** To file this form, you must be a corporation, an unincorporated association, or a trust. **Select the box** for the type of organization.

Corporation       Unincorporated association       Trust

**2**  **Check this box** to attest that you have the organizing document necessary for the organizational structure indicated above. (See the instructions for an explanation of **necessary organizing documents**.)

**3** Date incorporated if a corporation, or formed if other than a corporation (MMDDYYYY): 04142022

**4** State of Incorporation or other formation: Michigan

**5** Section 501(c)(3) requires that your organizing document must limit your purposes to one or more exempt purposes within section 501(c)(3).

**Check this box** to attest that your organizing document contains this limitation.

**6** Section 501(c)(3) requires that your organizing document must not expressly empower you to engage, otherwise than as an insubstantial part of your activities, in activities that in themselves are not in furtherance of one or more exempt purposes.

**Check this box** to attest that your organizing document does not expressly empower you to engage, otherwise than as an insubstantial part of your activities, in activities that in themselves are not in furtherance of one or more exempt purposes.

**7** Section 501(c)(3) requires that your organizing document must provide that upon dissolution, your remaining assets be used exclusively for section 501(c)(3) exempt purposes. Depending on your entity type and the state in which you are formed, this requirement may be satisfied by operation of state law.

**Check this box** to attest that your organizing document contains the dissolution provision required under section 501(c)(3) or that you do not need an express dissolution provision in your organizing document because you rely on the operation of state law in the state in which you are formed for your dissolution provision.



Part III Your Specific Activities

1 Briefly describe the organization's mission or most significant activities (limit 250 characters)

Organize Community Car Shows to raise community awareness and other support to local non-profits. Funding goes completely to expenses for the car show and the rest will be donated to a local 501c3 charity. Shows also encourages community engagement.

2 Enter the appropriate 3-character NTEE Code that best describes your activities (See the instructions): W99

3 To qualify for exemption as a section 501(c)(3) organization, you must be organized and operated exclusively to further one or more of the following purposes. By checking the box or boxes below, you attest that you are organized and operated exclusively to further the purposes indicated. Check all that apply.

- Charitable Religious Educational
Scientific Literary Testing for public safety
To foster national or international amateur sports competition Prevention of cruelty to children or animals

4 To qualify for exemption as a section 501(c)(3) organization, you must:

- Refrain from supporting or opposing candidates in political campaigns in any way.
Ensure that your net earnings do not inure in whole or in part to the benefit of private shareholders or individuals (that is, board members, officers, key management employees, or other insiders).
Not further non-exempt purposes (such as purposes that benefit private interests) more than insubstantially.
Not be organized or operated for the primary purpose of conducting a trade or business that is not related to your exempt purpose(s).
Not devote more than an insubstantial part of your activities attempting to influence legislation or, if you made a section 501(h) election, not normally make expenditures in excess of expenditure limitations outlined in section 501(h).
Not provide commercial-type insurance as a substantial part of your activities.
Check this box to attest that you have not conducted and will not conduct activities that violate these prohibitions and restrictions.

- 5 Do you or will you attempt to influence legislation? Yes No
6 Do you or will you pay compensation to any of your officers, directors, or trustees? Yes No
7 Do you or will you donate funds to or pay expenses for individual(s)? Yes No
8 Do you or will you conduct activities or provide grants or other assistance to individual(s) or organization(s) outside the United States? Yes No
9 Do you or will you engage in financial transactions (for example, loans, payments, rents, etc.) with any of your officers, directors, or trustees, or any entities they own or control? Yes No
10 Do you or will you have unrelated business gross income of \$1,000 or more during a tax year? Yes No
11 Do you or will you operate bingo or other gaming activities? Yes No
12 Do you or will you provide disaster relief? Yes No

Part IV Foundation Classification

Part IV is designed to classify you as an organization that is either a private foundation or a public charity. Public charity status is a more favorable tax status than private foundation status.

- 1 Are you applying for recognition as a church, school, or hospital (described in section 170(b)(1)(A)(i), (ii), or (iii) of the Internal Revenue Code)? If yes, stop. Do not file Form 1023-EZ. See Instructions Yes No
2 If you qualify for public charity status, check the appropriate box (2a - 2c below) and skip to Part V below.
a Select this box to attest that you normally receive at least one-third of your support from public sources or you normally receive at least 10 percent of your support from public sources and you have other characteristics of a publicly supported organization. Sections 509(a)(1) and 170(b)(1)(A)(vi).
b Select this box to attest that you normally receive more than one-third of your support from a combination of gifts, grants, contributions, membership fees, and gross receipts (from permitted sources) from activities related to your exempt functions and normally receive not more than one-third of your support from investment income and unrelated business taxable income. Section 509(a)(2).
c Select this box to attest that you are operated for the benefit of a college or university that is owned or operated by a governmental unit. Sections 509(a)(1) and 170(b)(1)(A)(iv).
3 If you are not described in items 2a - 2c above, you are a private foundation. As a private foundation, you are required by section 508(e) to have specific provisions in your organizing document, unless you rely on the operation of state law in the state in which you were formed to meet these requirements. These specific provisions require that you operate to avoid liability for private foundation excise taxes under sections 4941-4945.

Select this box to attest that your organizing document contains the provisions required by section 508(e) or that your organizing document does not need to include the provisions required by section 508(e) because you rely on the operation of state law in your particular state to meet the requirements of section 508(e). (See the instructions for explanation of the section 508(e) requirements.)

For your security, we recommend you close your browser when you complete your payment.

## Payment Confirmation - Streamlined Application for Recognition of Exemption Under Section 501(c)(3)



### Your payment is complete

You can find your receipt in your account payment activity. A confirmation email has been sent to [joginsky5160@gmail.com](mailto:joginsky5160@gmail.com).

### We value your feedback!

Do you have any feedback regarding your Pay.gov experience?  
[Please share it here.](#)

You successfully submitted your Form 1023 user fee payment to Pay.gov and the details are below. For information on the status of your application, visit IRS.gov and search for Where's My Application. If you submitted your application before the date indicated in the chart on that page and haven't been contacted, you can call the toll-free Customer Account Services number, Monday through Friday, 8 a.m. - 5 p.m. (local time), at 877-829-5500 to check on the status. You will need the information specified on the Where's My Application page, including your name and employer identification number (EIN), when calling.

### Tracking Information

Pay.gov Tracking ID: 27HL4C13

Agency Tracking ID: 76828515965

Form Name: Streamlined Application for Recognition of Exemption Under Section 501(c)(3)

Application Name: Form 1023-EZ

**Payment Information**

Payment Type: Debit or credit card

Payment Amount: \$275.00

Transaction Date: 09/12/2024 03:12:55 PM EDT

Payment Date: 09/12/2024

**Account Information**

Cardholder Name: Marta L Oginsky

Card Type: Visa

Card Number: \*\*\*\*\*0633

[View this payment on the Payment Activity page.](#)

[View this form on the My Forms page.](#)

**Need Help?**

**Contact:**

IRS Customer Accounts Services

**Phone:**

877-829-5500 Hours:8-5 (All TZs)

[Return to top](#)

**Accessibility Policy**

**Privacy and Security Policy**

**Notices and Agreements**

**For Agencies**

\*

**Feedback**





Form Revision Date 07/201

**ARTICLES OF INCORPORATION**  
For use by DOMESTIC NONPROFIT CORPORATION

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Articles:

**ARTICLE I**

The name of the corporation is:

DRAGON'S CRUISE

**ARTICLE II**

The purpose or purposes for which the corporation is formed are:

To promote community involvement and to benefit charitable organizations through events held. Charitable organizations to include but are not limited to; multipurpose Human Service, Crisis services, Food banks, Food pantries, Children's and Family services

**ARTICLE III**

The Corporation is formed upon   basis.

If formed on a stock basis, the total number of shares the corporation has authority to issue is

If formed on a nonstock basis, the description and value of its real property assets are (if none, insert "none"):

none

The description and value of its personal property assets are (if none, insert "none"):

none

The corporation is to be financed under the following general plan:

Donations received from hosting events

The Corporation is formed on a   basis.

**ARTICLE IV**

The street address of the registered office of the corporation and the name of the resident agent at the registered office (P.O. boxes are not acceptable):

Agent Name: JARED OGINSKY

Street Address: 8055 PAUL FORTINO DR.

Apt/Suite/Other: NUMBER 392

City: SWARTZ CREEK

State: MI

Zip Code: 48473

Registered Office Mailing Address:

P.O. Box or Street Address: P.O. BOX 392

Apt/Suite/Other:

City: SWARTZ CREEK

State: MI

Zip Code: 48473

---

**ARTICLE V**

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name	Residence or Business Address
JARED M OGINSKY	2197 LAUDERDALE ST., FLINT, MI 48532 USA

Signed this 14th Day of April, 2022 by the incorporator(s).

Signature	Title	Title if "Other" was selected
Jared M Oginsky	Incorporator	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

Decline       Accept

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS**

**FILING ENDORSEMENT**

***This is to Certify that the*** ARTICLES OF INCORPORATION

***for***

DRAGON'S CRUISE

***ID Number:*** 802842965

***received by electronic transmission on*** April 14, 2022 ***, is hereby endorsed.***

***Filed on*** April 14, 2022 ***, by the Administrator.***

***The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.***



***In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 14th day of April, 2022.***

*Linda Clegg*

***Linda Clegg, Director  
Corporations, Securities & Commercial Licensing Bureau***



**EIN Assistant**

Your Progress: 1. Identity ✓ 2. Authenticate ✓ 3. Addresses ✓ 4. Details ✓ 5. EIN Confirmation

**Congratulations! The EIN has been successfully assigned.**

EIN Assigned: **88-1776891**

Legal Name: **DRAGONS CRUISE**

The confirmation letter will be mailed to the applicant. This letter will be the applicant's official IRS notice and will contain important information regarding the EIN. Allow up to 4 weeks for the letter to arrive by mail.

**We strongly recommend you print this page for your records.**



**IRS** DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
PHILADELPHIA PA 19255-0023

002710.428250.69151.32687 1 MB 0.485 926  
[Barcode]

**DRAGONS CRUISE**  
2197 LAUDERDALE ST  
FLINT MI 48532

Date of this notice: 04-19-2022

Employer Identification Number:  
88-1776891

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:  
1-800-829-4933

**IF YOU WRITE, ATTACH THE  
STUB OF THIS NOTICE.**

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER**

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 88-1776891. This EIN will identify your entity, accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please visit, [www.irs.gov/einnotrequested](http://www.irs.gov/einnotrequested).

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941	07/31/2022
Form 940	01/31/2023

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding of the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

002710

If you are required to make federal tax deposits for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or corporate income taxes (Form 1120), you will receive a Welcome Package shortly which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 996, Electronic Choices to Pay All Your Federal Taxes. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit [www.irs.gov/mefbusproviders](http://www.irs.gov/mefbusproviders) for a list of companies that offer IRS e-file for business products and services.

**IMPORTANT REMINDERS:**

- \* Keep a copy of this notice in your permanent records. This notice is issued only one time and IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- \* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- \* Refer to this EIN on your tax-related correspondence and documents.
- \* Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is DRAG. You will need to provide this information, along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at [www.irs.gov/forms-pubs](http://www.irs.gov/forms-pubs) or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter. If you do not need to write us, do not complete, and return this stub.

Thank you for your cooperation.



Form Revision Date 07/2016

### ANNUAL REPORT

**For use by DOMESTIC NONPROFIT CORPORATION**  
*(Required by Section 911, Act 162, Public Act of 1982)*

The identification number assigned by the Bureau is: 802842965

Annual Report Filing Year: 2024

1. Corporation Name:

DRACOTIS CBBSI

On behalf of the corporation, I certify that no changes have occurred in required information since the last year filed report.

This document must be signed by an authorized officer or agent:

Signed this 13th Day of March, 2025 by:

Signature	Title	Title if "Other" was selected
Jared M. Oginsky	President	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

Decline  Accept

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS**  
**FILING ENDORSEMENT**

***This is to Certify that the*** 2023 ANNUAL REPORT

***for***

DRAGON'S CRUISE

***ID Number:*** 802842965

***received by electronic transmission on*** March 13, 2025 ***, is hereby endorsed.***

***Filed on*** March 13, 2025 ***, by the Administrator.***

***The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.***



***In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 13th day of March, 2025.***

*Linda Clegg*

***Linda Clegg, Director  
Corporations, Securities & Commercial Licensing Bureau***



Form Revision Date 07/2016

**ANNUAL REPORT**  
**For use by DOMESTIC NONPROFIT CORPORATION**  
*(Required by Section 911, Act 162, Public Act of 1982)*

The identification number assigned by the Bureau is: 802842965

Annual Report Filing Year: 2023

1. Corporation Name:

TOBY DOVER CORP

2. The street address of the corporation's registered office and the name of the resident agent at that office:

1. Resident Agent Name: JARED OGINSKY  
 2. Street Address: 6254 LENNON RD  
 Apt/Suite/Other:  
 City: SWARTZ CREEK  
 State: MI Zip Code: 48473

3. Mailing address of the corporation's registered office:

P.O. Box or Street Address: 6254 LENNON RD  
 Apt/Suite/Other:  
 City: SWARTZ CREEK  
 State: MI Zip Code: 48473

5. Provide the names and business or residence addresses of the corporation's board of directors and its president, treasurer, and secretary:

Title	Name	Residence or Business Address
PRESIDENT	JARED M. OGINSKY	6254 LENNON RD, SWARTZ CREEK, MI 48473 USA
TREASURER	MARTA L. OGINSKY	6254 LENNON RD, SWARTZ CREEK, MI 48473 USA
SECRETARY	MARTA L. OGINSKY	6254 LENNON RD, SWARTZ CREEK, MI 48473 USA
DIRECTOR	TOBY DOVER	5222 DON SHEINK DR, SWARTZ CREEK, MI 48473 USA
DIRECTOR	MARTA L. OGINSKY	6254 LENNON RD, SWARTZ CREEK, MI 48473 USA
DIRECTOR	JARED M. OGINSKY	6254 LENNON RD, SWARTZ CREEK, MI 48473 USA

6. Describe the purposes and general nature and kind of business in which the corporation engaged in during the year covered by this report:

WE ARE A CHARITABLE ORGANIZATION THAT BRINGS AWARENESS TO COMMUNITIES BY ORGANIZING CAR SHOWS AND CAR CRUISES. WE TRY TO RAISE FUNDS SO THESE SHOWS ARE FREE EVENTS TO THE COMMUNITY. WE ALSO HAVE IN MIND TO ORGANIZE A SANTA'S BREAKFAST FOR THE CHILDREN TO GIVE BACK TO LOCAL CHARITIES. OUR ULTIMATE GOAL WOULD BE TO BE ABLE TO PROVIDE SCHOLARSHIPS TO STUDENTS IN NEED. THEY WOULD BE ENTERING COLLEGE WITH A HOPE TO BE IN THE PROFESSIONS OF NURSING OR THE AUTOMOTIVE FIELD.

Signed this 13th Day of March, 2025 by:

Signature	Title	Title if "Other" was selected
Jared M. Oginsky	President	
Marta L. Oginsky	Secretary	
Marta L. Oginsky	Treasurer	
Toby Dover	Authorized Agent	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

Decline     Accept



FRIENDS OF  
ABRAMS PARK

HANDS THAT SHARE  
HEARTS THAT CARE



5352 Greenleaf Drive  
Swartz Creek, MI 48473  
email: [abramsparksc@gmail.com](mailto:abramsparksc@gmail.com)  
Phone: 810.449.7456

February 27, 2025

Friends of Abrams Park requests the SC Park Board to review the Master Plan that has been designed for the Monarch Butterfly Garden Waystation for Abrams Park, as well as a recommendation to City Council for approval of the Master Plan.

The Friends of Abrams Park group has split this project into three (3) phases for ease of fundraising. Except for gardens 1, 2, and 3, the first phase includes gardens and items that **have not** been pre approved by the Park Board/City of Swartz Creek. Therefore, Friends of Abrams Park is requesting the approval of the complete Master Plan to allow fundraising for phase one, and to continue fundraising for the second and third phases upon completion of the prior phases.

The budget for this project is \$73,150, includes:

- \* An irrigation system for three (3) gardens and for one (1) which will be for a temporary basis until established.
- \* All material (soil, amendments, weed fabric, feed, mulch, plants, crushed rock, and border), equipment, and labor.
- \* A total of eleven (11) low, to a no, maintenance gardens.
- \* Vinyl PVC Arbor.
- \* Umbrella Trellis/Obelisk.
- \* Split Rail Fence (3 sections).
- \* Lawn Checker/Chess board with two (2) tree log split benches.
- \* Three Hole Putting Green.
- \* A labyrinth (which can be registered nationally), with a concrete bench in the middle for reflection.
- \* Circular bench wrapping around the tree at the east end of the parking lot of Whitney Court.

Attached are:

- \* Master Plan
- \* Phase breakdowns of the project
- \* Description of Labyrinth (for a sign at entrance)

Respectfully,  
Friends of Abrams Park  
City Council Packet

### PHASE I

Description	Cost	Total
Irrigation system	\$3,000.00	\$3,000.00
Arbor at entrance from parking lot with Blue Moon Wisteria Vine	\$700.00	\$3,700.00
Umbrella Trellis/Obelisk with (2) Taiga Clematis and (3) Lunar Eclipse Baptisia at foot of garden	\$300.00	\$4,000.00
First Garden - "Boulder" Design 28' x 13'	\$6,000.00	\$10,000.00
Second Garden - "Split Rail Fence" Design 30' x 8'	\$6,000.00	\$16,000.00
Third Garden - "Spiral Sunburst" Circular Walkway Design 95' Circumference	\$5,000.00	\$21,000.00
Fourth Garden - Shrub Wind Blocker Design 20' x 10'	\$3,500.00	\$24,500.00
Eleventh Garden - Lilac Hedge 25' x 8' east end of parking lot	\$1,400.00	\$25,900.00
Wrap around tree bench east end of parking lot	\$2,000.00	\$27,900.00
<b>TOTAL FUNDRAISING FOR PHASE I</b>		<b>\$27,900.00</b>

### PHASE II

Description	Cost	Total
Fifth Garden - Shade Garden 20' x 10'	\$900.00	\$900.00
Sixth Garden - Spirea Garden 20' x 8'	\$750.00	\$1,650.00
Lawn Checkerboard/Chess Area with 2 Benches	\$5,500.00	\$7,150.00
Seventh Garden - Green Giant Arborvitae 10' Round	\$400.00	\$7,550.00
Eighth Garden - Bushes and Coral Bells 12' x 10'	\$1,200.00	\$8,750.00
Ninth Garden - Snowball Viburnum Bush Hedge 55' x 8'	\$3,000.00	\$11,750.00
Putting Green Area 20' x 40'	\$15,000.00	\$26,750.00
<b>TOTAL FUNDRAISING FOR PHASE II</b>		<b>\$26,750.00</b>

### PHASE III

Description	Cost	Total
Tenth Garden - Rose Hedge 40' x 6'	\$2,000.00	\$2,000.00
Labrynth 120' x 60'	\$15,000.00	\$17,000.00
Bench for Middle of Labrynth	\$1,500.00	\$18,500.00
<b>TOTAL FUNDRAISING FOR PHASE III</b>		<b>\$18,500.00</b>

<b>PHASE I TOTAL</b>	<b>\$27,900.00</b>
<b>PHASE II TOTAL</b>	<b>\$26,750.00</b>
<b>PHASE III TOTAL</b>	<b>\$18,500.00</b>
<b>PROJECT TOTAL</b>	<b>\$73,150.00</b>

NOTE: Each garden incorporates the cost of all material (soil, amendments, weed fabric, mulch, plants, crushed rock, and border), equipment, and labor.



Walking a labyrinth is a form of walking meditation that fosters mindfulness and presence. It's a symbolic journey of self-reflection. Offers stress relief and a sense of presence, and community connection.

### ***HOW TO WALK A LABYRINTH***

A labyrinth walk usually has four phases, categorized as:

Remember – ahead of the walk take an intentional pause to clear your mind and remember what has brought you to this moment

Release – release whatever thoughts are on your mind as you stand at the entrance

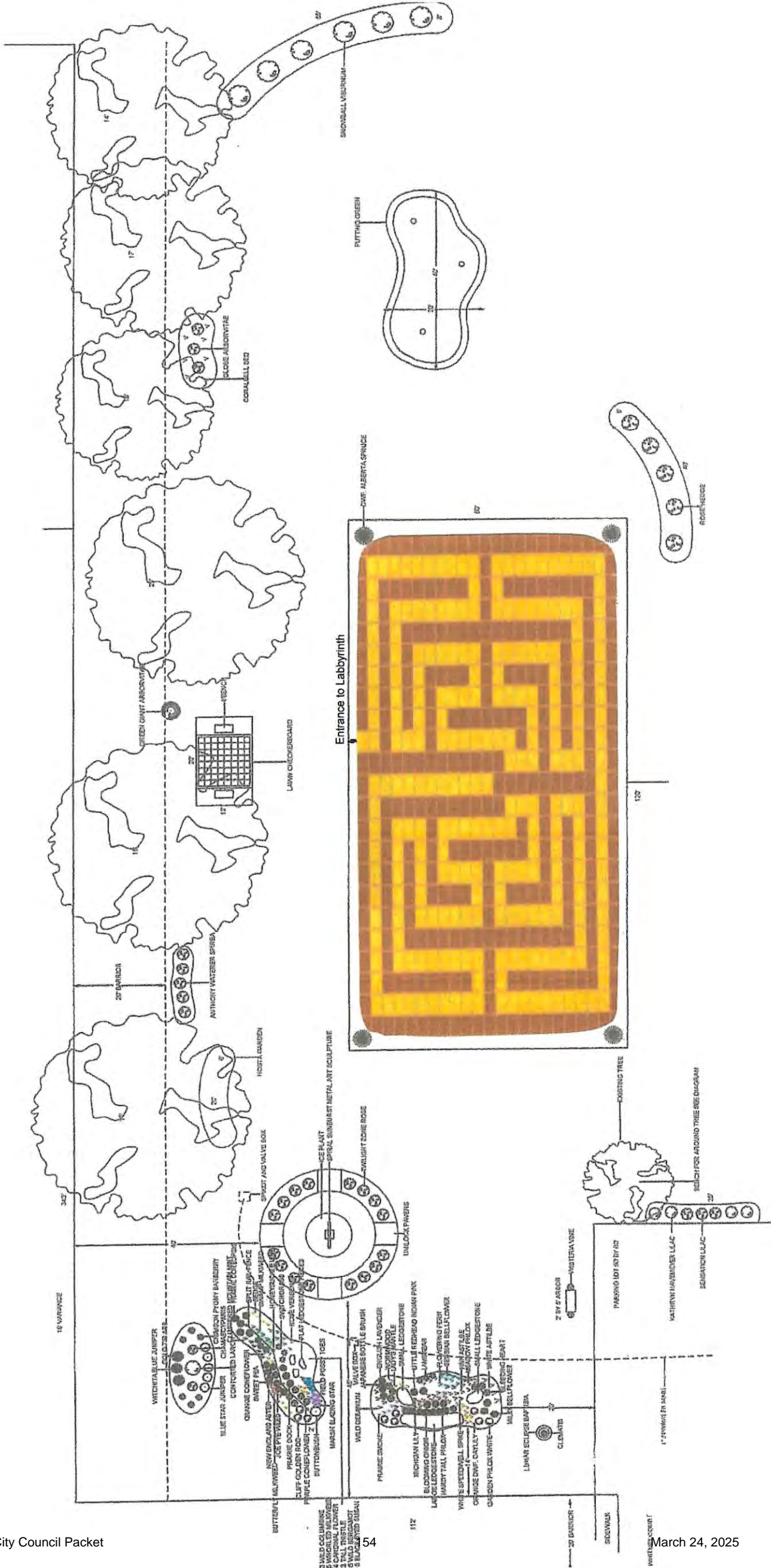
Receive – while walking, allow yourself to remain open to whatever thoughts, feelings, emotions, sounds, or connections you notice. You may want to pause at the center of the labyrinth when you reach it.

Return – after walking to the center, and back out the same path you walked in, take a few moments to process your walk, and consider how you may integrate anything you received into your day.

SPONSORED BY:

IN MEMORY OF:

# ABRAMS PARK MONARCH BUTTERFLY GARDEN WAYSTATION MASTER PLAN



**NOTICE OF REQUEST FOR PROPOSALS & QUALIFICATIONS**  
***Professional Engineering Services***  
**City of Swartz Creek, Genesee County Michigan**

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**GENERAL STATEMENT**

The **City of Swartz Creek**, in compliance with the qualifications based selection process and the Brooks Act, is accepting ***sealed*** statements of qualifications from qualified firms to perform general engineering, surveying, construction management, mapping, and landscape architecture services for the Swartz Creek Community. This solicitation will result in the prequalification of up to four firms. The prequalified firm(s) will be selected by the city to perform work on a project by project basis. Services of companies that are prequalified, as a result of this solicitation, may or may not be utilized by the city. *Each firm submitting their qualifications must acknowledge that being short-listed does not necessarily mean that the city will use their services.* The city's prequalification of professional engineering firms will be for a period of five (5) years from the date of successful award.

**DESCRIPTION OF THE COMMUNITY**

The City of Swartz Creek (population ~5,840) is a municipal corporate suburb of the City of Flint, located in Genesee County, Michigan. Swartz Creek is a 'home rule' city with a council-manager form of government. The city is about five (5) square miles and is currently experiencing relatively stable housing and commercial growth. The community is a full services government operating within a stable financial, political, and professional context. The City is in various stages of planning and implementation of funded sewer, water, and street infrastructure improvements as part of a holistic asset management plan and six year capital improvement plan. The city is also engaged in ongoing trail-way, streetscape, drainage, and recreational improvements.

**SUBMISSION OF PROPOSALS**

All firms desiring to be considered and who are registered to practice in the State of Michigan, are invited to submit proposals in accordance with the terms as set forth within. Each firm submitting a proposal shall make themselves familiar with all conditions as described within. The City of Swartz Creek shall consider all applicants fully informed, unless the City is specifically notified in writing of all factors that would affect their proposal. All proposals shall be submitted in full detail, and all entries legibly made. An authorized corporate officer from the submitting firm must sign the proposal. Statements of qualification along with any additional information the firm wishes to submit will be accepted until **11:00 a.m., Friday, February 21, 2025, at the Swartz Creek City Office, 8083 Civic Drive, Swartz Creek, MI 48473** (810-635-4464). At the aforementioned due date, time and location, proposals will be opened and tabulated as to their reception only. Awards shall be made after review as set forth within. Firms applying for consideration shall prepare and submit a sealed single copy of the proposal along with a digital copy to:

**CITY OF SWARTZ CREEK**  
**C/O Renee Kraft. CITY CLERK**

**8083 Civic Drive**  
**Swartz Creek. Michigan 48473**

Submission of a proposal will be construed as conclusive presumption that the applicant is thoroughly familiar with the proposal and specifications, and that the applicant understands and agrees to abide by each and all of the stipulations and requirements contained therein. Proposals can be delivered in person or sent via mail or similar carrier, as addressed above. The outside of the entire package shall be sealed and clearly marked “**PROFESSIONAL ENGINEERING SERVICES PROPOSAL**”

Proposals will not be accepted after the time designated for the opening of the proposals (***Friday, February 21, 2025 @ 11:00 A.M.***). The applicant shall assume full responsibility for delivery of proposals prior to the appointed hour for opening same, and shall assume the risk of late delivery or non-delivery regardless of the manner the applicant employs for the transmission thereof. The City of Swartz Creek shall accept proposals only during normal business hours, said hours being 8:00 A.M. to 6:00 P.M., Monday; 8:00 A.M. to 4:00 P.M., Tuesday through Thursday, legal holidays excepted.

All questions regarding this solicitation are to be sent via email to City Clerk Renee Kraft, at: [rkraft@cityofswartzcreek.org](mailto:rkraft@cityofswartzcreek.org)

**RIGHT TO REJECT**

The City of Swartz Creek reserves the right to reject any or all proposals, or any part of the same, to waive any irregularities or informalities, and to make the award in part or entirety as may appear to the City of Swartz Creek to be in the best interest of the City.

**DISQUALIFICATION OF APPLICANT**

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following events, among others, may be considered sufficient for the disqualification of an applicant and the rejection of the applicant's proposal:

1. Evidence of collusion among applicants.
2. Lack of competency, incomplete submittals.
3. Misrepresentation.
4. Fraud or fraudulent statements.
5. Not in good standing with any Federal, State or County government entities; included on the Debarment and Suspension List

## **GENERAL SCOPE OF REQUIRED SERVICES**

The City desires to prequalify up to four (4) professional engineering firms to provide general services for the following, typical local, state, and federally funded projects. The prequalified firm(s) will be selected by the city to perform work on a project by project basis.

- 1) Design engineering services to include, but not necessarily limited to, projects such as: street construction both new and re-construction; bridges; sidewalks; parks and park facilities, such as restrooms, trails and parking lots; storm water lines, structures and drainage studies; water and sanitary sewer mains, structures and facilities.
- 2) Construction engineering including construction staking, material testing, and inspection/observation.
- 3) Property surveys, legal description services, and GIS mapping.
- 4) Review of development site plans to determine appropriate street construction design quality, utility/storm water design, detention capacity, traffic flow, and compliance issues regarding community policy and ordinance requirements.
- 5) Project experience with respect to CDBG requirements.
- 6) Provide continuing assistance with respect to state and federal grant opportunities; provide general assistance to city administrative and elected officials.
- 7) Provide rational and creative leadership to staff and officials concerning all areas relating to the office of engineer.
- 8) Provide construction site management and inspection services as needed.
- 9) Provide traffic engineering and signal services.

The City maintains standards for design and engineering specifications on file. Water, sewer, and storm projects are also subject to Genesee County Drain Commission Water and Waste Services Division review per ordinance. Design standards, asset management plans, and the current Capital Improvement Program are available on the city's website: [www.cityofswartzcreek.org](http://www.cityofswartzcreek.org).

In the next five years, the city expects to perform approximately \$8,100,000 in public construction projects, as follows: \$1,500,000 in water main construction, \$5,000,000 of street rehabilitation/reconstruction, \$600,000 in park improvements, and \$1,000,000 in miscellaneous engineering related construction projects. The expected maximum value of construction projects over the next five years is \$15,000,000. The city is also located within one mile of the potential [Mundy Township Advanced Manufacturing District](#), which is proposed for significant investment that would have large ramifications for the City of Swartz Creek and its neighboring municipalities.

When the selected consultant is requested to perform engineering services on a project, the City will present the scope and desired schedule to the consultant. The consultant will present the City with a proposal including project staff-hours and costs. If the proposal is reasonable based on the scope and cost of the project, a contract will be prepared and either executed, or submitted to the Michigan Department of Transportation (MDOT) for approval, then executed. If a proposal is deemed unreasonable by the City or MDOT, the City will attempt to negotiate a fair price with the preferred consultant. If a price cannot be agreed upon by the City and the preferred consultant, the City will request a proposal from one of the remaining consultants obtained through this solicitation.

Contracts for work shall be MDOT standard or by local agreement. A Third Party Agreement shall be required. Payment for services shall be by municipal check or via the MDOT reimbursement system.

### **SUBMISSION CRITERIA**

The statement of qualifications shall, at a minimum, include the following information:

1. A letter of transmittal containing the following information:
  - a) A brief discussion outlining the firm's understanding of the requested services.
  - b) The name, title, address, telephone and fax number of the person authorized to represent submitting firm.
2. Firm's profile, including:
  - a) Organization, size, Michigan office location(s).
  - b) The office location where work associated with this proposal will be performed, including the number of professional staff by classification regularly assigned to the designated office.
  - c) Identify the person directly responsible for managing and supervising projects and relationships with City staff and elected officials. Submit resumes (two pages maximum per person) of all professionals likely to be assigned to community projects.
  - d) Submit a list of municipal clients, including at least three of which are similar in character to the City of Swartz Creek for whom you have performed general engineering services for at least two years. Submit the name and telephone number of the local contact person.
  - e) Submit a proposed contract for the services discussed in this proposal.
  - f) Submit a communication plan addressing how the firm/project manager will communicate with the City.

- g) Provide any other information considered important, not discussed in the RFQ, limited to one (1) page, which may help the city better understand the firm.
- h) R.F.Q.'s must be sealed. The outside of the entire package shall be clearly marked "PROFESSIONAL ENGINEERING SERVICES PROPOSAL".
3. The submitting firm is required to be prequalified (at a minimum "provisional" status) with the Michigan Department of Transportation (MDOT), by the proposal opening date **(Friday, February 21, 2025 @ 11:00 A.M.)**, in ALL of the following categories:
- Bituminous Pavement Inspection
  - Construction Staking
  - Bridge Construction Engineering
  - Density Inspection & Testing
  - Portland Cement Concrete Inspection & Testing
  - Road Construction Engineering
  - Municipal Utilities
  - Roads & Streets
  - Traffic Signal Design

The classifications listed above are considered "Primary Prequalification Classifications", in that; the submitting consultant MUST be prequalified in all of the categories listed above. Sub-consultant prequalification's ARE NOT considered "Primary Prequalification Classifications" and will not be accepted as a method to fulfill prequalification requirements listed.

### **SUBMISSION EVALUATION**

The City will review the proposals independent of rate schedules. Do not submit any rates or similar quotes with proposals. Cost proposals shall be requested from the highest scoring consultants. Contract types for engineering services shall consist of USDA, MDOT, or other governmental templates or locally agreeable professional service agreements. Payment shall be by check for services rendered.

After review of the submitted qualification statement packages, the top rated firms will be requested to interview. The interview will focus on the criteria referenced herein as well as the consultant's projected workload, experience with MDOT audits, equal employment practices and disadvantaged business enterprise participation.

After evaluation and ranking of proposals, negotiations will be commenced by the City Manager with each prequalified firm to establish a general rate schedule. Subsequent negotiations may be commenced with the next most qualified firms if an agreement on rates is not reached with any of the most qualified firms.

Selection is expected prior to March 31, 2025.

Evaluations are based on the following criteria:

1. Ability to provide the service required
2. Qualifications of personnel assigned
3. Quality of the communication plan
4. Location of the office that will serve the City
5. Compatibility of submission with respect to the RFQ requirements
6. Reference analysis from other communities
7. Past experience of the firm with the referenced community

Evaluations will be scored using the following relative weights:

<u>Criteria</u>	<u>Number of points</u>
1. Understanding of Service:	20
2. Qualifications of Team:	30
3. Past Performance:	20
4. Quality Assurance/Quality Control:	20
5. Local Presence:	10
Maximum	100 points

***The City of Swartz Creek is an Equal Opportunity Employer***



## Qualified Based Selection Process Rating Average

<b>Rank</b>	<b>Firm</b>	<b>Average Rating (100)</b>
<b>1</b>	<b>OHM</b>	<b>89.3</b>
<b>2</b>	<b>Rowe</b>	<b>85.3</b>
<b>3</b>	<b>Fleis &amp; Vandenbrink</b>	<b>84.0</b>
<b>4</b>	<b>DLZ</b>	<b>83.7</b>
<b>5</b>	<b>Spaulding Dedecker</b>	<b>83.0</b>
6	HRC	79.3
7	Spicer	72.0
8	CES	65.3

**From:** [Doug McIntosh](#)  
**To:** [Greg Dietrich](#); [Adam Zettel](#)  
**Subject:** Re: Follow up  
**Date:** Thursday, March 20, 2025 12:25:57 PM  
**Attachments:** [Swartz Creek Proposal Revised 3-20-25.docx](#)

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Adam and Greg,

I'm writing to provide an update following my meeting with CMS regarding the EV charging station project.

Here's a summary of the key points:

- **Infrastructure Rebate:** CMS has confirmed an infrastructure rebate of \$10,000.
- **Port Rebate:** A rebate of \$7,500 is available for every two charging ports installed.
- **Location Recommendation:** CMS believes the south side location is preferable to the location we discussed yesterday.
- **Proposal Analysis:**
  - Upon reviewing my proposals, I've determined that installing two ports would result in an out-of-pocket expense of \$3,375 for the city.
  - However, installing four ports would result in no out-of-pocket expense.
  - This difference is primarily due to the initial infrastructure costs, which become more efficient as we add more ports.
- **Recommendation:** I strongly recommend installing four ports now while the rebate funding is available.

I've attached the proposal for your review. Please consider the financial implications and the long-term benefits of installing four ports. Based on your direction, I can just send you a revised contract today for your meeting on the 24th.

Also, as discussed with Greg, I need written confirmation from the city that we comply with the city road commission for the south side location.



Doug McIntosh  
[calendly.com](#)

Please let me know if you have any questions or require further clarification.



## **Contract:**

**Client: City of Swartz Creek**  
**Attn: Adam Zettel**  
Swartz Creek City  
8083 Civic Drive  
Swartz Creek, MI 48473

Location address: 5031 Holland Dr, Swartz Creek, MI 48473

## **Job Overview**

Install an L2 charging station with two ports.

Details for Estimate for the installation of two ports.

- Consumers Energy will require this project to be metered separately, which will require its own. \*\*
  - Fewer than 25 feet of trenching will be needed, and no asphalt or repairs are required—materials to support.
  - 200 Amp breaker box
  - Meter box
  - Four bollards
  - Cement base for Pedestals
  
- Four Red E Pro 50 Dual Pedestal Includes QR Code, 25' Cables, Dual Charger Mounting Bracket, and two Pedestal\*

Consumers Rebate Only and EGLE Grant

Pricing:	Cost:	
• Materials and labor for installation**		\$8300.00
• Equipment*		\$6340.00
• RED E Software		\$.05 kW.
• <u>Shipping</u>		<u>\$350.00</u>
<b>Total:</b>		<b>\$14,890.00</b>
<b>Rebate</b>		<b>-\$15,000.00</b>
<b>Up to \$10,000 for infrastructure</b>		
<b>Grand Total after rebate</b>		<b>\$0</b>

**There will be two invoices sent: 50% at the start of the contract and the remaining 50% when the job is complete.**

**Client Accepted By:**

**Apple Energy Accepted By**

**Name:**

**Name: Eric D McIntosh**

**Signature:**

**Signature:**

Notes: Include a 3-year hardware warranty. Full payment is needed before the rebate final work is submitted.

\*Rebates are not finalized until final payment is received.

**SITE MAP**

**EV Charging Station**



04/01/2022

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## **TERMS AND CONDITIONS OF SERVICES**

### **1. APPLICABILITY.**

(a) These terms and conditions for services (these “**Terms**”) govern the provision of services by The Trouble Boys LLC d/b/a Apple Energy Too, a Michigan limited liability company (“**Apple Energy**”) to City of Swartz Creek (“**Customer**”).

(b) The accompanying service contract (the “**Contract**”), site map (the “**Site Map**”, and collectively with the Service Contract, and these Terms (collectively with the Order Confirmation, this “**Agreement**”) comprise the entire agreement between the parties hereto, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the Order Confirmation, these Terms shall govern.

(c) These Terms prevail over any of Customer’s general terms and conditions regardless of whether or when Customer has submitted its request for proposal, order, or such terms. Provision of services to Customer does not constitute acceptance of any of Customer’s terms and conditions and does not serve to modify or amend these Terms.

2. **SERVICES.** Apple Energy shall provide the services to Customer as described in the Order Confirmation (the “**Services**”) in accordance with this Agreement. Apple Energy shall use reasonable efforts to meet any performance dates specified in the Order Confirmation, and any such dates shall be estimates only.

### **3. CUSTOMER’S OBLIGATIONS.** Customer shall:

(a) cooperate with Apple Energy in all matters relating to the Services and provide such access to the location identified on the Site Map (the “**Location**”), and such other Customer-controlled facilities as may reasonably be requested by Apple Energy, for the purposes of performing the Services;

(b) respond promptly to any Apple Energy request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Apple Energy to perform Services in accordance with the requirements of this Agreement; and

4. **CUSTOMER’S ACTS OR OMISSIONS.** If Apple Energy’s performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants, or employees, Apple Energy shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

### **5. CHANGE ORDERS.**

(a) If Customer wishes to change the scope, Location, or performance of the Services, it shall submit details of the requested change to Apple Energy in writing (a “**Change Order**”).

(b) After receipt of a Change Order, the parties shall promptly negotiate the terms of such Change Order in good faith. Notwithstanding the foregoing, Apple Energy may terminate this Agreement if the parties cannot mutually agree to the terms of a Change Order within fifteen (15) days of receipt of such Change Order by Apple Energy. Neither party shall be bound by any Change Order unless mutually agreed upon in writing.

(c) Notwithstanding Section 5(a) and Section 5(b), Apple Energy may, from time to time change the Services without the consent of Customer provided that such changes do not materially affect the nature or scope of the Services, or affect the fees or any performance dates set forth in the Order Confirmation.

6. **FEES AND EXPENSES.**

(a) In consideration of the provision of the Services by Apple Energy and the rights granted to Customer under this Agreement, Customer shall pay the fees set forth in the Order Confirmation (“**Fees**”).

(b) Customer shall pay all Fees due to Apple Energy outlined in the contract. Customer shall make all payments hereunder in US dollars by wire transfer per instructions provided by Apple Energy. In the event payments are not received by Apple Energy within ten (10) days after becoming due, Apple Energy may:

(i) charge interest on any such unpaid amounts at a rate of 1.5% per month or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid;

(ii) suspend performance for all Services until payment has been made in full; and/or

(iii) terminate the Agreement in accordance with Section 12(a)(i).

(c) In the event Customer terminates this Agreement for any reason after Apple Energy has been awarded the grants and rebates described in the Order Confirmation (collectively, the “**Awards**”), Customer shall be required to pay a termination fee of \$2400.00] (the “**Termination Fee**”).

7. **TAXES.** Customer shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder.

8. **CONFIDENTIAL INFORMATION.** Customer acknowledges that Customer may have access to information that is confidential and proprietary to Apple Energy, including, without limitation, the existence and terms of this Agreement, trade secrets, technology, and information pertaining to business operations and strategies, customers, pricing, marketing, finances, sourcing, personnel, or operations of Apple Energy, its affiliates, or their suppliers or customers, in each case whether spoken, written, printed, electronic, or in any other form or medium (collectively, the “**Confidential Information**”). Customer agrees to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third-party without the prior written consent of Apple Energy, and not to use any Confidential Information for any purpose except as required in the performance of the Services. Customer shall notify Apple Energy immediately in the event Contractor becomes aware

of any loss or disclosure of any Confidential Information. Apple Energy shall be entitled to injunctive relief for any violation of this Section.

9. **REPRESENTATION AND WARRANTY.**

(a) Apple Energy represents and warrants to Customer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner.

(b) Apple Energy shall not be liable for a breach of the warranty set forth in Section 9(a) unless Customer gives written notice of the defective Services, reasonably described (the “**Defect Notice**”), to Apple Energy within a reasonable time after Customer discovers or ought to have discovered the Services were defective.

(c) If Apple Energy breaches such warranty, Apple Energy shall, in its sole discretion, either (i) repair or re-perform such Services (or the defective part); or (ii) credit or refund the price of such Services at the pro rata contract rate.

(d) **THE REMEDIES SET FORTH IN SECTION 9(c) SHALL BE THE CUSTOMER’S SOLE AND EXCLUSIVE REMEDY AND APPLE ENERGY’S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 9(a).**

10. **DISCLAIMER OF WARRANTIES.** EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 9(a) ABOVE, APPLE ENERGY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

11. **LIMITATION OF LIABILITY.**

(a) **IN NO EVENT SHALL APPLE ENERGY BE LIABLE TO CUSTOMER OR TO ANY THIRD-PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT APPLE ENERGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

(b) **IN NO EVENT SHALL APPLE ENERGY’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID OR PAYABLE TO APPLE ENERGY PURSUANT TO THIS AGREEMENT.**

12. **TERMINATION.** In addition to any remedies that may be provided under this Agreement, this Agreement may be terminated with immediate effect upon written notice by:



- (a) Apple Energy, if Customer:
  - (i) fails to pay any amount when due under this Agreement to Apple Energy, and has not cured such failure to pay within ten (10) days; or
  - (ii) submits a Change Order which Apple Energy does not agree to in accordance with Section 5(b).
- (b) Customer, if Apple Energy:
  - (i) is not awarded the Awards; or
  - (ii) is awarded the Awards, but subject to payment of the Termination Fee described in Section 6(c).
- (c) either party, if the other party:
  - (i) has not otherwise materially performed or complied with any of the terms of this Agreement, in whole or in part, and has not cured such violation within thirty (30) days of receiving written notice of such violation from the other party (except in the case of Section 12(a)(i)); or
  - (ii) becomes insolvent, files a petition for bankruptcy or commences, or has commenced against it, proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

13. **INSURANCE**. During the term of this Agreement and for a period of one (1) year thereafter, Customer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) with policy limits sufficient (in Apple Energy’s sole discretion) to protect and indemnify Apple Energy and its representatives and affiliates from any losses resulting from the acts or omissions of Customer and its agents. Customer shall promptly forward a certificate of insurance verifying such insurance upon execution of this Agreement, which certificate will indicate that such insurance policies may not be canceled before the expiration of a 45-day notification period and that Apple Energy will be immediately notified in writing of any such notice of termination.

14. **FORCE MAJEURE**. Apple Energy shall not be liable or responsible to Customer, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond Apple Energy’s control, including, without limitation, the following force majeure events: (a) acts of God; (b) flood, fire, earthquake, pandemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; and (g) telecommunication breakdowns, power outages or shortages, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (h) other similar events beyond the control of Apple Energy.

15. **ASSIGNMENT**. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Apple Energy. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.

16. **RELATIONSHIP OF THE PARTIES.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

17. **GOVERNING LAW.** This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without giving effect to any conflict of laws principles.

18. **MEDIATION.** Other than disputes involving the covenants and obligations set forth in Section 8 which may be filed directly in a court of law, Apple Energy and Customer agree that all other disputes and claims of any nature arising out of or relating to this Agreement (whether such disputes and claims are based in statutory, contractual, or common law), will be submitted exclusively first to mandatory non-binding mediation in [Grand Rapids], Michigan or at another mutually agreed-upon location, under the rules of Judicial Arbitration and Mediation Services (“JAMS”) or under such other rules or under the auspices of such other organization as the parties may mutually agree. All information regarding the dispute or claim or mediation proceeding, including any mediation settlement, shall not be disclosed by Apple Energy, Customer, or any mediator to any third-party without the written consent of Apple Energy and Customer.

19. **NOTICES.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “Notice”) shall be in writing and addressed to the parties at the addresses set forth in the Service Contract or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

20. **SEVERABILITY.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

21. **SURVIVAL.** Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Confidentiality, Governing Law, Insurance, and Survival.

22. **MISCELLANEOUS.** This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this Agreement or, in the case of waiver, by the Party or Parties waiving compliance. This Agreement may be executed in multiple counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

**From:** [Campbell, Dylan](#)  
**To:** [Adam Zettel](#)  
**Cc:** [Patsy, Alexander](#)  
**Subject:** Bristol Rd - Morrish Rd to Swartz Creek CTL - Resurfacing  
**Date:** Monday, March 17, 2025 3:38:55 PM  
**Attachments:** [ENG\\_25031716360.pdf](#)

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Adam,

Per our conversation, the GCRC would like to participate (per GCRC policy) w/ both Clayton Township and the City of Swartz Creek for the resurfacing (nominally 1.5”) of Bristol Road between Morrish Road and the Swartz Creek City Limits Boundary near Jennie Lane. The breakdown will be as follows:

Project Length: Approx 0.7 mi.

Genesee County Road Commission	\$100k
Clayton Charter Township	\$50k
*City of Swartz Creek	\$50k
Total Construction Cost	\$200k

Although certified by the GCRC, per our policy on local roads, we request that both Clayton Township and the City of Swartz Creek participate cumulatively up to 50%.

If all parties approve their portion, then this road will be placed in our Summer 2025 paving program. Currently, Clayton Township will be reviewing this for its upcoming April meeting, and the GCRC is arranging funding for its portion of the project.

I, myself, am confident with the scope of the project of at least a 10-year fix before the GCRC will need to patch this roadway again. For reference on longevity, in 2022, Reid Road in Gaines Township between Morrish Road and Elms Road was in extremely poor condition. The GCRC (with funding assistance from Gaines Township) resurfaced this roadway, and three winters on (aside from minimal longitudinal cracking) this roadway is largely defect-free. I encourage the Council for the City of Swartz Creek to vote yes on this, so that we may be able to resurface this roadway in 2025. Also, I feel it’s the appropriate fix when reviewing palatable options for roadway treatments, and the new surface would run in tandem w/ recent improvements to Bristol Road (Jennie Lane – Elms Road) as completed by the City of Swartz Creek.

Alexander Patsy, P.E.  
Director of Engineering  
Genesee County Road Commission  
810 767-4920 ex. 252

*Dylan J. Campbell*  
*Programming & Development Engineer*

## Genesee County Road Commission

Phone (Office): (810) 767 – 4920 Ext.306

Phone (Mobil): (810) 347 – 8454

Email: [dcampbell@gcrc.org](mailto:dcampbell@gcrc.org)



# GENESEE COUNTY ROAD COMMISSION MAINTENANCE DEPARTMENT

211 West Oakley Street  
Flint, Michigan 48503-3995

## COST FOR MILLING PAVING AND SHOULDERS

DATE 03/13/2025 TOWNSHIP OF Clayton/City of Sw Creek

ROAD NAME: Bristol Road - Morrish Road to Swartz Creek City Limits

LENGTH: \_\_\_\_\_ Miles: 0.77

TYPE OF WORK: Milling and Paving (2" Inches)

ADDITIONAL COMMENTS \*Prices good for the 2025 paving season\* Final accounting will be based on actual cost  
Local Road Improvement Project

### SUMMARY OF ESTIMATED COST

Estimated Time Needed to Complete Work

Day/Days 4

**GRAND TOTAL** \$200,000.00

Township Participation \$50,000.00 Clayton Township

GCRC Allocation Funds \$100,000.00

Participation by Others \$50,000.00 City of Swartz Creek

Community Development Block Grant (CDBG)  Yes  No

Please sign below and return to the Maintenance Department, if your Township would like the Genesee County Road Commission to proceed with this work. **It is agreed that in the event the cost exceeds more than 10% of above estimate, the Road Commission will consult with the Township prior to final billing.**

Township's Board Approval \_\_\_\_\_

Supervisor \_\_\_\_\_ Date \_\_\_\_\_

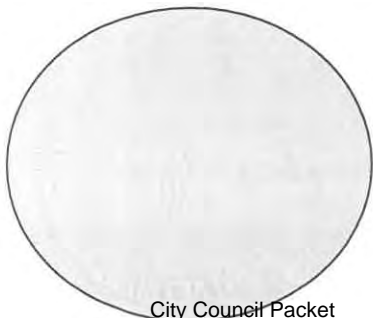
Road Commission's Board Approval \_\_\_\_\_

Chairperson \_\_\_\_\_ Date \_\_\_\_\_

Work Order Number \_\_\_\_\_

Work Completed \_\_\_\_\_

District Supervisor \_\_\_\_\_ Date \_\_\_\_\_



<b>Engineering Dept. Fund Verification</b>	<b>Matching Allocation</b>
<b>Signature</b>	<b>Date</b>
<b>Balance of Available Funds</b>	<b>\$</b>

**BUILDING DEPARTMENT SHARED SERVICES AGREEMENT  
BETWEEN THE CHARTER TOWNSHIP OF MUNDY, MICHIGAN AND  
THE CITY OF SWARTZ CREEK**

This Shared Services Agreement (“Agreement”) is made and entered into by and between the Charter Township of Mundy, Michigan hereafter known as (“Mundy”) and the City of Swartz Creek, Michigan hereafter known as (“Swartz Creek”). Mundy and Swartz Creek jointly shall hereafter be known as (“Parties”).

RECITALS

WHEREAS, Swartz Creek is seeking shared building department services in Exhibit A – List of Services, (“Services”); and

WHEREAS, Mundy is ready, willing, and able to share Services.

NOW THEREFORE, the Parties agree as follows:

1. SCOPE OF SERVICES

Mundy will perform shared Building Department Services as described herein in accordance with construction codes, amendments and ordinances adopted by the elected body of Swartz Creek, state laws and regulations that are applicable to the Services provided under this Agreement. The qualified professionals employed by Mundy will maintain current certifications, certificates, licenses as required for Services that they provide to Swartz Creek. Mundy is not obligated to perform services beyond what is contemplated by this Agreement.

Mundy shall utilize software specified by or provided by Swartz Creek. Swartz Creek, at its sole expense, shall provide such software, technical support, equipment or other facilities as Mundy may request to permit Mundy to use specified software.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Swartz Creek and Mundy shall be made in writing and shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Mundy providing services, Swartz Creek shall pay Mundy for Services performed in accordance with Exhibit B – Fee Schedule for Services.

4. INVOICE & PAYMENT STRUCTURE

Mundy will invoice Swartz Creek, on a monthly basis and provide all necessary supporting documentation. All payments are due to Mundy within 30 days of Mundy’s invoice date. Payments owed to Mundy but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Swartz Creek may request, and Mundy shall provide, additional information before approving the invoice. When additional information is requested Swartz Creek will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Mundy’s invoice date, if additional information is requested, Swartz Creek will submit payment within thirty (30) days of resolution of the dispute.

5. TERMINATION

Either Party may terminate this Agreement upon sixty (60) days written notice without cause and with no penalty or additional cost beyond the rates stated in this Agreement.

Mundy shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of termination.

6. PERFORMANCE STANDARDS

Mundy shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Mundy represents to Swartz Creek that Mundy retains employees that possess the licenses, certifications, skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

7. INDEPENDENT CONTRACTOR

Mundy is an independent contractor, and, except as provided otherwise in this section, neither Mundy, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Swartz Creek. Swartz Creek shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Swartz Creek under this Agreement. Mundy shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Mundy.

Mundy and Swartz Creek agree that Mundy will provide similar service to what it provides its own community while under contract with Swartz Creek and Swartz Creek acknowledges that Mundy employees may provide similar services to multiple clients. Mundy shall at its sole discretion assign and reassign qualified employees, as determined by Mundy, to perform services for Swartz Creek. Swartz Creek may request that a specific employee be assigned to or reassigned from work under this Agreement and Mundy shall consider that request when determining staffing. Mundy shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Mundy exclusively controls the manner, means and methods by which services are provided to Swartz Creek, including attendance at meetings, and Mundy's employees are not subject to the direction and control of Swartz Creek beyond coordination, interpretation and application of Codes and Ordinances of the City of Swartz Creek. Except where required by Swartz Creek to use Swartz Creek information technology equipment or when requested to perform the services from office space provided by the Swartz Creek, Mundy employees shall perform the services using Mundy information technology equipment and from such locations as Mundy shall specify.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Mundy shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Swartz Creek would be in the event that the services provided by Mundy were being provided by Swartz Creek. Nothing in this Agreement shall be deemed a waiver of such protections.

8. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Mundy may subcontract any or all of the services to third parties provided that Mundy gives Swartz Creek prior written notice of the persons or entities with which Mundy has subcontracted. Mundy remains responsible for any subcontractor's performance or failure to perform. Subcontractors will be subject to the same performance criteria expected of Mundy.

9. INDEMNIFICATION

To the fullest extent permitted by law, Mundy shall defend, indemnify, and hold harmless Swartz Creek, its

elected and appointed officials, employees and volunteers and others working on behalf of Swartz Creek, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Mundy or any officer, employee, representative, or agent of Mundy. Mundy shall have no obligations under this Section to the extent that any Claim arises as a result of Mundy's compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Swartz Creek.

To the fullest extent permitted by law and without waiver of governmental immunity, Swartz Creek shall defend, indemnify, and hold harmless Mundy, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Swartz Creek or any officer, employee, representative, or agent of Swartz Creek or (b) Mundy's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Swartz Creek. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

10. INSURANCE

Swartz Creek shall list Mundy including its staff and any agents as additionally insured.

11. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, The permits, materials, work product and deliverables shall be used by Mundy solely as provided in this Agreement and for no other purposes without the express prior written consent of Swartz Creek. Subject to the preceding, as between Swartz Creek and Mundy, all deliverables from the performance of the Services (Deliverables) shall become the exclusive property of Swartz Creek when Mundy has been compensated for the same as set forth herein, and Swartz Creek shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding any provision of this Agreement to the contrary, Mundy shall have no liability, with respect to (i) the use by Swartz Creek of unfinished or draft Deliverables or (ii) the use of Deliverables for any project other than that for which they were prepared or (iii) the use of Deliverables after a change in applicable codes or law. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Mundy's secure proprietary software pertaining to Swartz Creek will be exported and become property of Swartz Creek.

12. MUNDY ACCESS TO RECORDS

Parties acknowledge that Mundy requires access to Records in order for Mundy to perform its obligations under this Agreement. Accordingly, Swartz Creek will either provide to Mundy on a daily basis such data from the Records as Mundy may reasonably request (in an agreed electronic format) or grant Mundy access to its Records and Record management systems so that Mundy may download such data. Data provided to or downloaded by Mundy pursuant to this Section shall be used by Mundy solely in accordance with the terms of this Agreement.

13. CONFIDENTIALITY

Mundy shall not disclose, directly or indirectly, any confidential information of Swartz Creek without the prior written consent of Swartz Creek or pursuant to a lawful court order directing such disclosure.

14. PERSONNEL

Mundy shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Mundy shall determine appropriate staffing levels and shall promptly inform Swartz Creek of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Swartz Creek when assigned employee(s) is unavailable.



Swartz Creek shall employ a sufficient number of experienced and knowledgeable employees to perform Services that support Mundy's performance of Building Department Services related to Ordinance, Zoning, and Planning Services that Swartz Creek provides in a timely, polite, courteous and prompt manner. Swartz Creek shall determine appropriate staffing levels and shall promptly inform Mundy of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Mundy when assigned employee(s) is unavailable.

15. COMPLAINTS AND APPEALS

Any complaint about Mundy received by Swartz Creek shall be forwarded to Mundy's representative listed in Notices Section of this Agreement. Swartz Creek shall provide specific complaint details to the extent allowed by law. Mundy will submit a response to the Swartz Creek within ten (10) business days of receipt.

16. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first-class United States Mail, or delivered by electronic mail to the following addresses:

If to Mundy:

Chad Young, Township Manager  
Township of Mundy, Michigan  
3478 Mundy Ave.  
Swartz Creek, MI 48473  
Email: [chad.young@mundytwp-mi.gov](mailto:chad.young@mundytwp-mi.gov)

If to Swartz Creek:

Adam Zettel, City of Swartz Creek Manager  
8083 Civic Dr  
Swartz Creek, MI 48473  
Email: [Azettel@cityofswatzcreek.org](mailto:Azettel@cityofswatzcreek.org)

17. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

18. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

19. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

20. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Michigan, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Swartz Creek and each party waives any and all jurisdictional and other objections to such exclusive venue.

21. COUNTERPARTS

This Agreement and any amendments or task orders may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

22. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

23. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

24. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous agreements, communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

The City of Swartz Creek, Michigan

The Charter Township of Mundy, Michigan

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

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

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

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

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

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

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

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

## EXHIBIT A – LIST OF SERVICES

### 1. LIST OF SERVICES

#### Building Department Services

- Be a resource for Swartz Creek Municipal staff, and applicants
- Help guide citizens through the complexities of the codes in order to obtain compliance
- Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments
- Provide Building Code interpretations for final approval
- Oversee certificate of occupancy issuance to prevent issuance without compliance of all departments
- Issue stop-work notices for non-conforming activities related to building code as needed
- Coordinate with Swartz Creek provided Planning, Zoning and Fire Code services
- Issue oversee and maintain all building, trade and zoning permits
- Perform coordinated investigations and enforcement of Building Code, Ordinance and Property Maintenance Code violations with Swartz Creek including coordination of actions to prosecute violations with Swartz Creeks prosecutor and Metro PD staff.
- Assist Swartz Creek staff with Zoning Ordinance investigations and actions to prosecute violations as needed.

#### Building, Electrical, Plumbing, Mechanical Inspection Services

- Perform code compliance inspections to determine that construction complies with approved plans
- Provide onsite inspection consultations to citizens and contractors while performing inspections
- Return calls and emails from permit holders in reference to code and inspection concerns
- Identify and document any areas of non-compliance
- Leave a copy or provide an electronic version of the inspection results and discuss inspection results with site personnel
- Maintain inspection records in BS&A

#### Plan Review Services

- Provide plan review services electronically or in the traditional paper format
- Review plans for compliance with adopted building codes, local building amendments or building ordinances
- Be available for pre-submittal meetings by appointment
- Provide feedback to keep plan review process on schedule
- Communicate plan review findings and recommendations in writing
- Return a set of finalized plans and all supporting documentation
- Provide review of plan revisions and remain available to applicant after the review is complete

#### SWARTZ CREEK OBLIGATIONS

- Swartz Creek shall receive paper applications, plans and related documents for pick up by Mundy or if submitted electronically Mundy shall receive documentation directly through the BS&A system.
- Swartz Creek shall receive and maintain all rental property registrations
- Swartz Creek shall collect all fees
- Swartz Creek will provide Planning and Zoning administration review services and coordinate with Mundy Building department services
- Swartz Creek will provide Fire Code administration services and coordinate with Mundy Building Department Services
- Swartz Creek shall provide all DPW services including sewer lead/water lead and other DPW related plan review, permitting and Right of Way oversight.
- Swartz Creek shall provide necessary software access, licenses subscriptions and IT support.

#### TIME OF PERFORMANCE

- Mundy will schedule services during normal Mundy business hours excluding Municipal holidays
- All other services will be performed on an as-needed basis as determined by Mundy in order to fulfill the terms of the agreement
- Mundy representative(s) will be available by phone and email
- Mundy representative(s) will meet with the public by appointment

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## EXHIBIT B – FEE SCHEDULE FOR SERVICES

### 1. FEE SCHEDULE

Mundy fees for Services provided pursuant to this Agreement will be as follows:

- |  |  |
|--|--|
| 1. Building Permits  | 75% of fee collected   |
| 2. Certificate of Occupancy Residential                                    | 75% of fee collected   |
| 3. Certificate of Occupancy Commercial                                     | 75% of fee collected   |
| 4. Temp Commercial C of O<br>for stocking staffing (Not open for business) | 75% of fee collected   |
| 5. Building Inspections  | \$125.00 each plus any pass-through fees   |
| 6. Trade Inspections   | \$100.00 each plus any pass-through fees   |
| 7. Plan Review Residential   | \$125.00 per hour or \$500.00 whatever is greater plus any<br>Pass-through fee                   |
| 8. Plan review Minor by Nature<br>(Minor is as determined by Mundy)        | First hour included with application, \$125.00 each additional hour<br>plus any pass-through fee |
| 9. Plan review Commercial up to<br>\$500,000.00 value                      | \$500.00 or 0.0019 of building valuation whatever is greater plus any<br>Pass-through fee        |
| 10. Plan review Commercial over<br>\$500,000.00 value                      | \$950.00 plus 0.0006 of building valuation plus any pass-through fee                             |
| 11. Code Enforcement   | \$95.00 per hour plus any pass-through fees  |

***Pass-through fees are costs incurred by the Township for consultant services above any base fee necessary complete services and shall be billed as a pass-through fee at a rate of 100% the actual cost plus 18% administration overhead.***

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**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:

<b><u>Offense</u></b>	<b><u>Fine</u></b>
(a) Parking too far from curb	\$ 40.00
(b) Angle parking violations	\$ 40.00
(c) Obstructing traffic	\$ 40.00

**Prohibited parking (signs un-necessary)**

(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 67<sup>th</sup> 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 67<sup>th</sup> 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**

Elms Park

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)

Abrams Park

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 for primary permit and one background check plus \$20 for each additional background check.

8. **Chapter 15: Permit, Sidewalk Installation**

\$50.00

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

\$100.00

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**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*

<b>Readiness to serve charge</b>	
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:**

The total cost of improvement is based on the International Code Council (ICC) Building Valuation Square Foot Construction Cost Table.

Application Fee, non-refundable:	\$125.00
Up to \$1,000 (includes one inspection):	\$125.00
\$1,001.00 to \$10,000.00 (includes 1 inspection):	\$125.00 plus \$10.00 per \$1,000.00
\$10,001.00 to \$100,000.00	\$225.00 plus \$7.00 per \$1,000.00
\$100,001.00 to \$500,000.00	\$925.00 plus \$6.50 per \$1,000.00
\$500,001 plus	\$3,250.00 plus \$6.00 per \$1,000.00
All work not involving a sq. foot computation:	\$125
Residential plan review and administration base fee	\$125/hr, with a \$500 minimum plus applicable third party fees
Residential Minor plan review (Building Dept. determination)	First hour included with application fee, \$125 each additional hour plus any third party fees
Commercial plan review up to \$500,000 valuation	\$0.0019 of building valuation with a minimum of \$500 plus third party fees
Commercial plan review over \$500,000 valuation	\$0.0006 plus \$950 of building valuation plus third party fees
Inspections (each)	\$125

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¶ 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¶

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Certificate of Occupancy ( <u>Residential</u> )	\$125	Deleted:
Certificate of Occupancy (Commercial)	\$300	Deleted: 50
Commercial Temp C of O for stocking and staffing... (not open for business)	\$ 2,000.00 plus bond equal to 150% of uncompleted items as estimated by the Building Department	Formatted: Indent: Left: 4.5"
Work Commencing Before Permit Issuance	\$200	Deleted: 75
<b>B. Electrical Inspection Fees</b>		Deleted: ¶
Application Fee (non-refundable)	\$80	Deleted: 65
Work Commencing Before Permit Issuance	\$120	Deleted: 75
<u>Plan Review</u>	\$125/hr plus third party fees	
<b><u>New Residential Electrical System</u></b>		
Up to 1,500.00 sq. foot	\$90.00	Deleted: 8
1,501 to 3,500 sq. foot	\$140.00	Deleted: 130
Over 3,500 sq. foot	\$190.00	Deleted: 180
<b><u>Service</u></b>		
Through 200 Amp.	\$20	Deleted: 10
Over 200 Amp. thru 600 Amp.	\$25	Deleted: 15
Over 600 Amp. thru 800 Amp.	\$200	Deleted: 20
Over 800 Amp. thru 1200 Amp.	\$300	Deleted: 50
Over 1200 Amp. (GFI only)	\$500	Deleted: 75
Circuits	\$7	Deleted: 5
Lighting Fixtures-per 25	\$7	Deleted: 5
Dishwasher	\$7	Deleted: 5
Furnace-Unit Heater	\$7	Deleted: 5
Electrical-Heating Units (baseboard)	\$8	Deleted: 5
Power Outlets (ranges, dryers, etc.)	\$9	Deleted: 5
<b><u>Signs</u></b>		
Unit	\$6	Deleted: 4
Letter	\$10	Deleted: 7
Neon-each 25 feet	\$20	
Feeders-Bus Ducts, etc.-per 50'	\$8	Deleted: 6
Mobile Home Park Site	\$7	Deleted: 5
Recreational Vehicle Park Site	\$7	Deleted: 5
<b><u>K.V.A. &amp; H.P.</u></b>		
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	
<b><u>Fire Alarm Systems (excl. smoke detectors)</u></b>		
Up to 10 devices	\$50	
11 to 20 devices	\$100	
Over 20 devices	\$5 each	
Low voltage - Per opening (devices)	\$5 each	
Energy Retrofit-Temp. Control	\$45	
Conduit only or grounding only	\$45	
<b><u>Inspections</u></b>		
Special/Safety Insp. (includes cert. fee)	\$100	Deleted: 65

Additional Inspection	\$100	Deleted: 65
Final Inspection	\$100	Deleted: 65
Certification Fee	\$75	Deleted: 2
<b>C. Mechanical Inspection Fees</b>		
Application Fee (non-refundable)	\$80	Deleted: 65
Work Commencing Before Permit Issuance	\$120	Deleted: 75
<u>Plan Review</u>	\$125/hr plus third party fees	
<b><u>Residential Heating System</u></b>		
(Includes duct & pipe)		
Up to 1,500 sq. feet	\$90	Deleted: 80
1,501 to 3,500 sq. feet	\$140	Deleted: 130
Over 3,500 sq. feet	\$190	Deleted: 180
Gas/Oil Burning Equipment Under 400,000 In	\$30	
Gas/Oil Burning Equipment Under 400,000 In Boiler	\$40	
Water Heater	\$30	
Damper/Flue	\$5	
Solid Fuel Equip. (includes chimney)	\$5	
Gas Burning Fireplace	\$30	
Chimney, factory built (installed separately)	\$30	
Solar; set of 3 panels-fluid transfer (includes piping)	\$25	
Gas piping; each opening-new installation (residential)	\$20	
Air Conditioning (includes split systems)	\$5	
1.5hp to 15 hp	\$30	
Over 15 hp	\$50	
Heat Pumps (complete residential)	\$30	
Dryer, Bath & Kitchen Exhaust	\$5	
<b><u>Tanks</u></b>		
Aboveground	\$20	
Aboveground Connection	\$20	
Underground	\$20	
Underground Connection	\$20	
Humidifiers/Air Cleaners	\$5	
<b><u>Piping</u></b>		
Piping-minimum fee \$25	\$ .05/ft	Deleted: Process piping \$ .05/ft
Duct-minimum fee \$25	\$ .10/ft	
Heat Pumps; Commercial (pipe not included)	\$20	
<b><u>Air Handlers/Heat Wheels</u></b>		
Conversion Burners (oil)	\$25	
Commercial Hoods/Exhausters	\$30	
Heat Recovery Units	\$15	
Heat Recovery Units	\$10	
V.A.V. Boxes	\$10	
Unit Ventilators	\$10	
Unit Heaters (terminal units)	\$15	
<b><u>Fire Suppression/Protection/Other</u></b>		
(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)	<del>\$100</del>
Additional Inspection	<del>\$100</del>
Final Inspection	<del>\$100</del>
Certification Fee	<del>\$75</del>

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**D. Plumbing Inspection Fees**

Application Fee (non-refundable)	<del>\$80</del>
Work Commencing Before Permit Issuance	<del>\$120</del>

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Plan Review ~~\$125/hr plus third party fees~~

**New Residential Plumbing System**

Up to 1,500 sf	<del>\$90</del>
1,501 to 3,500 sf	<del>\$140</del>
Over 3,500 sf	<del>\$190</del>

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Mobile Home Park Site	<del>\$7</del> 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

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**Water Service**

Less than 2"	<del>\$25</del>
2" to 6"	<del>\$75</del>
Over 6"	<del>\$100</del>
Connection (bldg. drain-bldg. sewers)	<del>\$25</del>

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**Sewers (sanitary, storm or combined)**

Less than 6"	<del>\$25</del>
6" and Over	<del>\$100</del>
Manholes, Catch Basins	<del>\$15</del> each

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**Water Distributing Pipe (system)**

¾" Water Distribution Pipe	\$5
1" Water Distribution Pipe	\$10
1 ¼" Water Distribution Pipe	\$15
1 ½" 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

**Inspections**

Special/Safety Insp. (includes cert. fee)	<del>\$100</del>
Additional Inspection	<del>\$100</del>
Final Inspection	<del>\$100</del>
Certification Fee	<del>\$75</del>

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**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	\$500
Single & Multiple-Family (non-plat)	\$300 plus \$10.00 per lot/unit
Mobile Home Park	\$500 plus \$10.00 per unit

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Commercial Development	\$500 plus \$50.00 per acre/fraction
Industrial Development	\$500 plus \$50.00 per acre/fraction
Office Development	\$500 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	\$300 plus \$10.00 per acre/fraction
PUD/Mixed Use Review	\$500 plus \$50.00 per acre/fraction
Consulting and/or Third Party Fees	Actual consultant costs plus 5%
Revisions	½ of original review fee

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**B. Building and Zoning:**

Zoning Permit (Includes 1 hr review and inspection)	\$125
Zoning Letter	\$75
Sidewalk Permit	\$50
Sign Permit	See Building Permits
Structure Movement Permit	\$200
Demolition Permit (Including ROW Permit)	\$200 + \$0.10/sf
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	\$300 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
Consulting and/or Third Party Fees	Actual consultant costs plus 5%

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**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
Consulting and/or Third Party Fees	Actual consultant costs plus 5%

- Consultant fees and or third party fees are those planning, engineering, legal, or related services performed unstaffed professionals. Such fees are employed and billed to the city, and are to be paid by the applicant. A pre-determined escrow will be estimated and required by the city prior to engaging in such services, which may need to be adjusted accordingly. Such invoices shall be payable by the applicant with an additional 5% fee.

**19. Chapter 1: Municipal Civil Infraction Fines**

<u>Civic Infraction Citation Fines:</u>	
First Offense	\$100
Second Offense	\$200
Third Offense	\$300
<u>Civic Infraction Notice Fines:</u>	
First Offense	\$75
Second Offense	\$150
Third Offense	\$250

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**20. Rental Inspection Program Fees**

Registration	\$100 for the first unit, plus \$25 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 \$100/unit
Registration Updates/Amendments	No charge

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Coverage	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. 241125-06	Dated November 25, 2024 (Parks)
<del>Resolution No. 240334-</del>	<del>Dated March 24, 2025 (Building, Planning, &amp; Zoning)</del>

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