

City of Swartz Creek

AGENDA

Regular Council Meeting, Monday, August 11, 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 July 28, 2025 MOTION Pg. 45
5. **APPROVE AGENDA:**
 - 5A. Proposed / Amended Agenda MOTION Pg. 1
6. **REPORTS & COMMUNICATIONS:**
 - 6A. City Manager's Report MOTION Pg. 8
 - 6B. Staff Reports & Meeting Minutes Pg. 51
 - 6C. Swartz Creek Area Fire Department Agreement Pg. 60
 - 6D. Homecoming Parade Permit Pg. 71
 - 6E. Consumers Lighting Agreement Pg. 74
 - 6F. Draft Disorderly Person Ordinance Amendment Pg. 91
7. **MEETING OPENED TO THE PUBLIC:**
 - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
 - 8A. Swartz Creek Area Fire Department Agreement RESO Pg. 27
 - 8B. Fire Equipment Revenue & Budget Adjustment RESO Pg. 28
 - 8C. Homecoming Parade Permit RESO Pg. 29
 - 8D. Consumers Energy Agreement RESO Pg. 30
 - 8E. Assessing Agreement Update RESO Pg. 31
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION Pg. 45

Next Month Calendar (Public Welcome at All Meetings)

Downtown Development Authority:

Park Board:

Zoning Board of Appeals:

Fire Board:

City Council:

Metro Police Board:

Planning Commission:

City Council:

Thursday, August 14, 2025, 6:00 p.m., PDBMB

Tuesday, August 19, 2025, 5:30 p.m., PDBMB

Wednesday, August 20, 2025, 6:00 p.m., PDBMB

Monday, August 18 2025, 6:00 p.m., Station #2

Monday, August 25, 2025, 7:00 p.m., PDBMB

Wednesday, August 27, 2025, 11:00 a.m., Metro HQ

Tuesday, September 2, 2025, 7:00 p.m., PDBMB

Monday, September 8, 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, AUGUST 11, 2025, 7:00 P.M.**

The regular meeting of the City of Swartz Creek city council is scheduled for **August 11, 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:

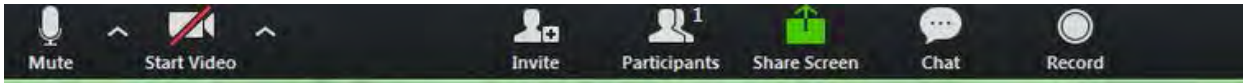
1. At the start time of your meeting, enter the link to join via computer. You may be instructed to download the Zoom application.
2. You have an opportunity to test your audio at this point by clicking on “Test Computer Audio.” Once you are satisfied that your audio works, click on “Join audio by computer.”

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

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

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

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



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

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

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

Renee Kraft is inviting you to a scheduled Zoom meeting.

Topic: Swartz Creek City Council Meeting

Time: August 11, 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.

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

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

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

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

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

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

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

MAINTAINING ORDER

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

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

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

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

MOTIONS & RESOLUTIONS

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

PUBLIC ADDRESS OF COUNCIL

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

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

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

VOTING RECORD OF PUBLIC BODIES

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

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

Regular Council Meeting of Monday, August 11, 2025 - 7:00 P.M.

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

FROM: Adam Zettel, City Manager

DATE: August 6, 2025

ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

✓ **MICHIGAN TAX TRIBUNAL APPEALS** *(No Change of Status)*

The timeframe for appeals is open. As of writing, we do not have any. Generally, values have been increasing at a rate that is obviously in excess of our taxable value rate adjustments. However, this may be slowing down, and business may look to explore appeals again.

✓ **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 16th, 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*)

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.

All systems are a go for 2025 construction. The city approved Cappy Lane road work, with water main, as well as Don Shenk and the county project on Bristol Road (city limits to Morrish). Culverts on Bristol Road have been replaced, work on sidewalks and drives has started, and paving should occur in August.

All water main work on Cappy and Don Shenk is substantially complete. Concrete work is well underway, with the intention of having Cappy Lane ready for school traffic by August 20th.

We now possess an amended agreement for the decorative street lighting for this phase of the project from Consumers Energy. The original amount was higher than anticipated at about \$70,000, which included the addition of 15 new decorative street lights. We felt this was too much in terms of cost and lighting density, which was not really consistent with past projects. We cut the project scope to eight and have asked to have CE revise it and return it to the council for review.

Included in the packet is the new lighting plan, agreement, and invoice (\$37,640). This design appears to be very much in line with the lighting density and layout of other phases. It is also half the price. This should be the last addition of lighting in the city related to our ongoing street program. However, that is not to say there might not be efforts in downtown or other neighborhoods should the desire and funds exist.

I am including a resolution to approved this. Conduit for the lighting is already installed by our contractor, and we hope for a fall installation. However, the lead time for such

lighting can be long. Note that we are also taking extra steps to avoid some of the issues with the 2024 installation, which resulted in some lights being closer to drives than anticipated.

We applied for MDOT funds to help support Civic, Frederick, and School Street work. This is a long shot.

We have approved a proposal for city-wide crack fill. This is expected to start the week of August 11th.

2024 Winchester Village street reconstruction is ready to close out. Concrete and restoration have been addressed for punch list items. We will conduct a final review and look to issue final payments and USDA reports.

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.

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

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

Dependable Sewer is underway with the second year of the eight-year cleaning and televising program. As of writing, there are no formal reports, but their verbal account is that there are no blockages or pipe deficiencies. We hope to have them clean some high grease areas in the next week or two.

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

	Manholes Numbers	Footage
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 complete. This should close out concurrently with the road work in Winchester Village.

✓ **BROWN ROAD WELL SITE AND TRANSMISSION MAIN** *(No Change of Status)*

I received a soft inquiry from the City of Durand about our well head site on Brown road, as well as the 16" transmission main that connects that site to the west end of our city.

[These assets served the Winchester Village subdivision with water and were privately owned and operated until sold to the city in 1975. The city then supplied all public customers with this water source until connecting to the county system. The 16" concrete main remains in place, the eleven acres remains in possession of the city, and the well house is still present but inactive].

I can only speculate that Durand may be looking at long term options to supply another well or to connect to Karegnondi. They sought access to the site, a possible valuation, and current well viability. I provided what information that I could, but I indicated that well viability, costs for startup, and valuation would likely require third party services that would come with a substantial cost.

The manager acknowledged this and indicated that they would reach out with a formal request to conduct due diligence further if they choose to learn more. For our part, I do not believe we are in a position to invest in those types of viability studies for the potential marketing of the site. While the sale of these assets might be desirable, I believe our approach should be passive, with a potential user conducting the analysis.

If anyone wishes to discuss this matter or the approach I recommend, please let me or the council know so we can explore it.

✓ **WATER PLANS** *(No Change of Status)*

The timeframe for review of proposals and commencement of work is likely to be the beginning of the fourth quarter this year. The previous report follows.

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** *(No Change of Status)*

DLZ is retained to update our sewer district map and 20 year asset management plan. We had a progress meeting on July 23rd, and they are commencing with redistricting our map and determining theoretical flows based upon changes to the system since the last districting process.

Concerning the flow monitoring that is required to understand our capacities, Genesee County is working with DLZ to price out meters within their region-wide bidding process. This should help us streamline the process and save money as we monitor sewer in the coming years.

For complete details on this topic, see the June 23, 2025 report.

✓ **SEWER INFLOW MITIGATION (Update)**

The homeowner is proceeding with repairs. We will look to learn more about the process to help construct a draft program to encourage disconnects at a larger scale.

The previous report that describes the I&I problem and our position follows.

Sanitary sewer inflow and infiltration (I&I) contributes much to our sewer collection system capacity and that of the sewer treatment facility. This can cause backups and overflows. The cause includes areas of the sewer collection system that can be subjected to ground water infiltration (pipe cracks, deteriorating manhole structures, unlined pipes), as well as inflows (roof, groundwater, or home footing drains).

It is our opinion that home footing drains that are connected to the sanitary sewer system are the biggest culprit for water inflow into the sanitary sewer. In addition to taking up capacity and stressing the treatment facility, this is also resulting in increased surcharges from the Genesee County Drain Commissioners office (rightfully so).

This problem is region-wide and presents itself with various levels of impact. New subdivisions like Parkridge might contribute very little, but a place like Winchester Village has many footing drains that were lawfully connected at the time of installation. Presently, these connections are not permitted, and we believe there will be a mandate in the distant future (~10 years) to remove these from public sewer systems to avoid the issues noted above.

At our budget meetings this spring, I brought up the idea of using available sewer funds to explore removing footing drains from homes and replacing them with sump pumps. This transition is likely to cost \$5,000-\$12,000 per home. I propose that the city conduct a pilot project or two to develop a better understanding of the costs and methods needed to scale such a program to entire neighborhoods of the city (more on this later).

What I propose in the long run is to offer a number of footing disconnects in each year that are equal to our available sewer funds (perhaps 10-15 per year). The city could cover 100% of the cost for homeowners on a first-come, first-served basis. This will allow the city to incrementally proceed towards the goal of removing all known footing drains at a reasonable pace, hopefully avoiding a potential mandate that forces a large scale operation down the road.

In any event, there will likely come a time when homeowners are forced to disconnect, and the resources will not likely be available to conduct removals at that scale. This will require owners to provide some, perhaps all, of the disconnection cost. It is for that

reason that we believe an incremental approach now will not only slowly relieve stress on the system, but it will be popular among interested homeowners.

With that said, there is an owner in Winchester Village that is undertaking some home remodeling and called our office about the need to excavate and repair their private lead. I inquired about their thoughts on disconnecting the footing drain in lieu of a sump pump system (using available sewer funds). The owner is very interested. I am expecting a quote from their contractor, and my intention is to peer review the work/cost and request the city council to approve the work with sewer funds as one of the aforementioned pilot projects.

✓ **HYDRANTS (Update)**

Hydrant work is ongoing again, very slowly. We are still not pleased with the level of communication or effort we are getting from the vendor. Our crews are able to gauge paint thickness and are auditing the workmanship to ensure a quality product. We suspect all hydrants may not get completed, so we are prioritizing their work and will look to make payment adjustments accordingly.

✓ **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** (*No Change of Status*)

The summer newsletter is out! Let me know what you think.

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

This will be a standing section of the report that provides a consolidated list for a brief status on public and private construction/developmental projects in the city. Many of these briefs are covered in more detail elsewhere in this report

1. **(Update)** The **raceway owner is agreeable to expanded parking for concerts.** 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. **(Update)** 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. We are working with the school on the location of a sidewalk along McClain street.
3. **(Update)** **Street repair in 2025.** Work is underway and on schedule, with concrete work ongoing. We do expect to have higher costs related to undercuts on Cappy and Don Shenk due to the detection of poor soil. We have authorized this work. The cooperative project for Bristol Road is expected to undergo surfacing in August. 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 Condos** may have new life. The builder may be able to finish all twelve units if they can successfully acquire a DDA TIF incentive. They are likely to apply in the next month.
5. The current phase of **Springbrook East is substantially complete.** We created a punch list for the infrastructure improvements, which the owner has nearly 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, but not in time to get this 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.** Projects currently include an active grant award for Otterburn. We are now preparing the bid for the tree project at Abrams Park, which was awarded about \$10,000 through the DNR. We have bike racks ordered for various areas at Abrams and Elms, Elms Park pickleball nets (delivered), Abrams forestry (October), a replacement sign at Abrams (July order), and Genesee County Park Ranger

patrols at Elms Park (ongoing). Additional historical signs are awaiting availability of the historical society to furnish content. Irrigation is installed for the Abrams butterfly garden.

8. **(Update) New Businesses.** The vacant land between Little Caesars and Gil-Roys has sold, but we have no indication of the use. The property across from Gil-Roys has a new owner, with a potential food market store moving into the former Rite-Aid and offices for Gordon Food Service occupying the west end. Permits are being pulled for interior work for the downtown bookstore. The industrial land south of the old elevator is listed for sale.
9. **Mundy Megasite.** The potential user, Sandisc, has withdrawn interest in the site. However, the Genesee Economic Alliance maintains efforts to find a user and continues to present their offer to purchase Morrish Elementary for \$40,000,000. They did a preliminary study that indicates this should be sufficient to replace the school with a larger and more functional site. The school board will be considering this.
10. **(Update) Holland Square** lighting and sound costs are in and they are higher than we wanted, being nearly \$100,000. We are going over these in more detail and hope to integrate these costs into the plan. 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 & Branding Signs** are going up. The concept is being applied to the trail signs, since these have already been funded by the Cosmos campaign. These will be up in early August. We also replaced the Hill Road entry sign and ordered a replacement sign at Abrams Park. The DDA and council can liaise on if, when, and how to proceed with future installations.
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 Cage Fieldhouse** is undergoing resurfacing of the parking lot. As a school, they are exempt from zoning, so they are able to make changes that include removal of landscaping in greenbelts and the traffic islands. They do intend to increase the amount of available parking, and they have applied to extend the deceleration lane and add a second driveway. Our engineer is reviewing the plans for the new drive and road alteration, which is still under the purview of the city as a modification to the right of way. There have been a number of comments and responses between our respective engineers regarding the potential for a deceleration lane/additional drive. Note that the school did conduct an exhaustive traffic study.
14. **(Update) Old Methodist Church** has had a number of folks inspect the site, but we did not get a submission of a proposal by our July deadline. We are pursuing some other avenues to garner interest and lower barriers to use. For example, the MEDC indicates that they may be able to perform analysis of materials to determine the scope of asbestos/lead liabilities, which is a large concern for potential users.

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

We have a new liaison for some of our MEDC projects. Joshua Prusik is taking over for Charles Donaldson. Some of you may have seen both of these outstanding gentlemen at our Cosmos ribbon cutting.

The RFQ for the old Methodist Church is live! This has been broadcast all over the state, shared with trade groups, and delivered to known local and regional interests. We expect to get submissions in through early summer, with the DDA convening in August to go over results. We have had a few requests for the RFQ, one walk through, and a couple consultations so far! The previous report follows.

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)*

We have cleared the site of more debris, and we have removed additional vegetation in the ditch area. In addition, we have established a mowing program for the open areas and fairways twice a month. The mower indicates that they can mow this for \$200 per cut going forward, assuming two cuts per month.

The course is fully installed and operational. We await the development of the front of the park and the new trail loop to really get things moving.

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

We received a letter of no-impact regarding the required federal reviews needed to approve our design. This is obviously a good thing and moves us a bit closer to being able to bid this winter. The previous report follows.

The site is working its way through federal reviews for compliance with NEPA and a number of other requirements. This is likely to be done at the same time as Mundy and Grand Blanc Township, who we share the HUD funds with. Since we are ahead of them in the development of our plans, this may take a little time. However, Genesee County Parks and Recreation and Genesee County Metropolitan Planning Commission are assisting, and things appear to be in order.

It appears we may be able to avoid expansive water detention work. However, adding utility connections to the plan made the cost even higher. It is not clear that there are any scope items that can be cut to make this more affordable. We may need to conduct the bid and see where things land. The previous report follows.

The engineer presented a preliminary plan to the park board on April 15th. I am happy with the work so far. Though the budget is a bit high, we are able to make some adjustments that should bring it in line with available funds. 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 11th 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 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 included the most recent concept, pricing, and engineering proposal in the April 28 meeting packet.

✓ **WAYFINDING PROJECT** *(Update)*

Trail head signs and trail wayfinding signs are ordered and an install date is to be set by early August! We are starting to push harder on installation for the trail signs specifically. These are funded through the Cosmos crowdfunding campaign. The park board took a look at the concepts and made final recommendations on details.

The Abrams Park primary sign has been ordered as well. The Hill Road gateway sign was replaced with the new model after being struck by a vehicle. The next candidate is the red sign on Seymour and Miller. That sign is definitely at the end of its life.

✓ **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 (Update)**

Lighting and sound costs have been more challenging than anticipated, with a current quote at \$100,000. We are working with this provider to further vet what we need and what is optional to pare this down. We still anticipate being on the early 2026 construction timeline. The previous report follows.

We have formalized the \$75,000 in MSHDA grant funds. We are working on an application to the crowdfunding program, which should be automatic. However, we need to complete the budget prior to taking this step.

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.

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

Resurfacing of Crosscreek Drive has occurred. Our engineer conducted many inspections, recommended specific repairs, and documented the works. The HOA was great to work with and altered their plans during construction to ensure road base issues were addressed.

The previous report follows.

The HOA was not able to meet on May 13th as planned, but was able to convene on May 20 to discuss next steps. It sounds like they are desirous of taking formal steps to consider city ownership of the streets. I recommended that they send a written request to the city council, signed by the homeowners association, that indicates their conceptual terms and conditions for such a potential transfer. The council can then review this and decide if and how to proceed. The previous report follows:

I met with the HOA street committee on February 24th and March 24th 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 (Update)**

I plan to seek bids in August for a September or October planting. The DNR is currently reviewing our bid package.

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 the survivability of trees.

✓ **FUTURE WASTE, RECYCLING, AND YARD WASTE SERVICE (No Change of Status)**

We have not had luck in further communications on this matter. To mitigate the situation as best as possible, we plan to bid this service very early, probably in October. The previous report follows.

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. As of writing, I have not been able to solicit a response from Gaines Township, Clayton Township is in direct negotiations with their current carrier, and our carrier has not enable extension of our agreement to align with Flint/Mundy Townships. We were looking to align our expirations with extensions in order to seek bids for the same time frame.

✓ **RENTAL INSPECTIONS (Update)**

As of writing, the DPW full time crew is able and willing to perform these inspections during regular business hours. We are setting up a training and walk through day with them and our building official. If this goes well, we will look to establish this as an internal process. In the meantime, I am keeping the option of employing our local firefighters alive as a backup. The township is likely to consider this on the 14th. Depending on the outcome of that meeting, I will have a report and/or resolution on the 25th.

The previous report follows.

The Fire Board did not authorize the department to conduct rental inspections directly. They did take up a second vote to enable the City to use FD staff, provided they were employees/contractors of the city. This would theoretically allow them to identify as City staff & firefighters while conducting business.

I do not have the exact language of the resolution or the implications thereof. The next step will be to have the City and Township vote on their recommendation, which I expect will be August 11th for the city and August 14th for the Township. If both agree, the service could then commence. Presumably, the city would need to hire such firefighters as part time employees and provide for the training, uniforms, mileage, etc.

As an alternative, we might actually have the ability to have our DPW staff take this on. There are many benefits to doing so. While the DPW does not have the same background, training, and branding as the fire department, they are a well-organized, trained, experienced, and visible workforce that is already employed by the city and well-situated to conduct the inspections.

Specifically, they work with the same staff liaison to schedule water appointments into private residences in much the same way as rentals. With the staff generally available already during the week, as well as available for evening/weekend contacts, they are probably in the best position to garner flexibility and availability to do so. With additional training, I could see this as a viable alternative.

I will take some time in the coming weeks to work with our staff on a potential program and report findings to the council. The previous report follows.

We are looking to transfer rental inspections to our paid-on-call firefighters. The reason for doing so is to add more scheduling slots for owners/residents to benefit from, to control costs, and to further integrate the fire department into the community. We believe FD will be respected and approachable in this role.

This transition is agreeable to the department staff, and should be very easy to transfer over from the staff at Mundy Township. However, the Fire Board was not comfortable with the expanded duties and requested more information at the Fire Board meeting on June 17th. I will look to provide this information, but I am working on a potential backup plan.

In the meantime, our rental program is stalled.

✓ **GENESEE COUNTY FORECLOSURES** *(No Change of Status)*

The following foreclosures were made available to the city, and the city opted to pass on acquisition.

58-01-502-047; 7484 Wade St	\$17,942.50 (Auto repair)
58-03-626-033; 9062 Luea Lane	\$4,095.78 (Vacant & unbuildable condo unit)
58-03-626-034; 9060 Luea Lane	\$4,095.78 (Vacant & unbuildable condo unit)

I suspect the county land bank may acquire all three. If so, they may be agreeable to working with us on managing the properties for the best public good. In any event, I will track their ownership and status.

✓ **PARK RANGER SERVICES** *(No Change of Status)*

The park rangers have been in the park for a couple weeks now. There has not been any reported activity. I was told by their chief that we should begin getting debriefing reports on

the Tuesday following the weekend. We have not received our first invoice. For details, see the June 9, 2025 packet.

✓ **FISCAL YEAR 2025 AUDIT** (*No Change of Status*)

We met with our auditors to go over the timeline and needs for our upcoming audit. With Sheri and Amy more firmly integrated, I believe our process will be much smoother this year than last year. The auditors indicate that they will be starting their audit on September 15th, which should put them in a position to present by early November.

✓ **PARKRIDGE DRIVEWAYS** (*No Change of Status*)

We have had a large number of driveway modifications occur this year in Parkridge that were not permitted. Because this community has 'rolling curb', such expansions can occur without the need for a physical curb-cut. This has encouraged a number of homeowners to perform the work themselves or to have a contractor do the work over a weekend. Since right of way permits were not submitted, and there were not any calls for our crews to perform Miss Digg staking requests, we have not been aware of these.

Note that the city does require such permits, and I do believe we get those and/or are made aware of modifications in the vast majority of cases. Like with any building or development activity, we expect compliance and try to get projects into our process, but we certainly miss some, especially if they are attempting to hide the alterations.

Though the changes were frequently not in compliance with our ordinances and Design Standards Manual, the changes often remained unnoticed and of no consequence because the modifications were not having a noticeable impact on the right of way or street (e.g. someone might be widening a 14' drive to 20' of concrete, which meets standards). However, when a homeowner added a second drive that was composed of aggregate in the right of way, this was obvious and we reached out to the owner to remedy the situation. They did not choose to comply.

Upon review of this project and the rest of the street, we did discover a number of additional recent changes on other properties. Prior to enforcement actions, we solicited right-of-way permits from all owners that appeared to modify their drives within the last three years (many drives predate our standards or have otherwise been in existence for a decade or more). We chose three years because we have aerial imagery from 2022, which will allow us to confirm 'new' work.

After review of the permit applications, some drives were approved, some we have requested modifications to, and we requested that the second drive be removed altogether (it is not approvable due to the use of improper material, excessive width, proximity to the lot line, and its location over a city storm drain easement).

I am making this report to the city council because I suspect that the owner in question will force the issue to be resolved in court, and that may result in council action at a future date. We are prepared to go this route, but would rather avoid this outcome if we can. Our objective is to observe the intent of our various ordinances and standards in such a way that the public assets are protected, owner rights are able to be exercised, and fairness between similarly situated parties is observed.

We believe that our strategy of requiring compliance from all owners that made modifications within the last three years, as well as all drives moving forward, is reasonable given the circumstances. We stand by the need to review right of way work and to observe the application of applicable city standards. Note that we are not filing charges for trespass, issuing fines, or otherwise engaging in aggressive or negative compliance at this point.

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

✓ **MONTHLY REPORTS** *(Update)*

Monthly reports are included.

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

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

The Planning Commission has not met since March, and I do not have business for any future meeting. However, we do plan to convene in the fall at least two times, if not three, to go over some basic training principles and/or to familiarize the group with specific sections of the zoning ordinance. Their next meeting is scheduled for September 2, 2025.

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

There is new information on the pergola that concerns the potential lighting and sound features. We have not had a chance to fully process this in time for the regular August meeting packet. In addition, there were not any proposals submitted for the church reuse by the deadline, and we plan to convene with the MEDC on next steps, which might include some state funding that can go towards removing barriers to church use (e.g. conducting asbestos/lead analysis and/or removal).

Their next regularly scheduled meeting is set for September 11th, but they may look to meet later in August.

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

There was a use variance to consider permitting first floor residential at 7538 Miller Road in the Central Business District. This was deliberated at the July 16, 2025 meeting, and the ZBA denied the request. Notice has been sent to the petitioner.

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

Their next regular meeting is Tuesday, August 19, 2025 at 5:30pm. I expect the slip and slide debriefing to be on the agenda, along with mowing performance, and an initial look at the park ranger services. The September meeting is scheduled for September 16th.

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

The Board of Review met on Tuesday, July 22nd at 1:30pm for qualified errors and poverty exemptions. There were no attendees, but they did correct two personal property clerical errors and three recappings that were submitted prior to the meeting.

✓ **CLERK'S OFFICE/ELECTION UPDATE (Kraft)** *(No Change of Status)*

- Routine duties include record management, publications, FOIA requests, human resources, ordinance codification, payroll approval, solicitation permits, recording

secretary, maintaining the cemetery registry, helping to maintain the website, Keeper of the City Seal, Board of Review, 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.
- ❑ DPS continues to update water meter transponders, registers and meters as needed.
- ❑ DPS is working with Dawe's to continue expediting Cappy Lane. Dawe's is looking to bring on an additional concrete contractor to help finish Cappy Lane.
- ❑ Michigan Fence has the installation of the pickleball nets on their schedule. The installation is about 1 month out.
- ❑ DPS completed a repair on the woodchipper and chipping has resumed this week.
- ❑ DPS completed a repair on one of the AC units at the Public Safety Building.
- ❑ Crackfilling is scheduled to start Monday August 11th.

TREASURER UPDATE (Nichols) (No Change of Status)

Summer property tax season is in full swing and the FY25 audit process has begun. 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)**

- ❑ On May 20th we had Cosmos in the Creek ribbon cutting at Elms Park. The Swartz Creek Area Chamber of Commerce headed up the event and representatives from the City and the Michigan Economic development Corporation were in attendance with 20 residents.
- ❑ Holland Sq: Mercury Sound and Audio did a walk through with DDA Chair last week and will be sending the city a quote by the end of July.
- ❑ Methodist Church: The marketing RFQ is out. An interested developer walked though the building last Thursday. The RFQ was printed in the Michigan Brewers Association publication at the beginning of July.
- ❑ EV Chargers Apple Energy completed the installation and hardware installation will happen next month.
- ❑ The City has purchased the services of Formstack which is an online form that the city will be using for food truck applications, background checks and complaint forms. This will provide an easy and more efficient way of exchanging information between the city and residents.
- ❑ The Movie Night Series dates have been set for the summer. We have several organizations and businesses volunteering for each night except for July 11th. Dort FCU June 27th, ELGA CU July 25th and Girl Scouts August 8th.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

✓ **SWARTZ CREEK AREA FIRE DEPARTMENT AGREEMENT (Business Item)**

Our three year agreement with Clayton Township for the operation of the Swartz Creek Area Fire Department is expiring this fall. Chief Plumb is looking to establish a new

agreement with a start date of September 1, 2025 so they can look to manage their auditor selection process under the revised agreement.

The proposed agreement is attached with changes tracked. Among the changes that I find of little consequence, we have the following:

1. Date changes, including a start date of September 1
2. Clarification of the alternating appointment language
3. Clarification that a supermajority vote is required to conduct business (5+votes)
4. Removal of Clayton Township owned assets, which have been sold
5. Removal of references to the 2008 evaluation
6. Restatement of CIP fund section to reflect current practices

Areas of more impact, which I support, include the following:

1. Removing the limitation of two consecutive terms for the auditor
2. Increasing the amount that the SCAFD Board can amend their budget by without municipal consent

While this has not always been the case, I believe this round of agreement amendments are pretty straightforward and agreeable. All changes proposed are proposed by the SCAFD staff. A resolution is included to approve the agreement.

✓ **SWARTZ CREEK AREA FIRE DEPARTMENT EQUIPMENT SALE (*Business Item*)**

The Fire Board is seeking approval to direct proceeds from the recent truck sale to the fire budget, for the purpose of covering some unexpected repair costs.

The request is as follows:

“The fire department experienced some unexpected truck repairs over \$17,000. This is something our budget cannot take a hit on at this time. As luck would have it, after 10 months of trying, we sold the 1999 Pierce fire truck for \$15,000. By fireboard resolution, I am requesting to maintain the \$15,000 to offset the repairs, with the understanding that all funds remaining at the end of 2025 will be dispersed equally between the municipalities.”

REQUEST TO MUNICIPALITIES FOR 2025 BUDGET ADJUSTMENT

Resolution 072125-12

Motion by Ken Brill

Seconds by Tammy Kapraun

The SCAFB does hereby request permission to retain the funds from the sale of the truck and apply it to account number 4978, with an adjustment to \$53,530 and an overall budget adjustment to \$386,097. Any funds left at the end of 2025 will be returned to the municipalities.

I am including a resolution to affirm retention of the sale proceeds and amendment of the budget. I see no reason to object.

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

Included with the agenda is the renewal of the city assessor's contract. The scope of work and other terms remains the same as last year. The renewal includes a 3% price increase, which equals the general increase to staff this year. This places the service at \$35,707.68 annually (\$2,975.64 monthly). Previous charges were \$34,667.64 annually (\$2,888.97 monthly).

Note that we did update some items in the agreement in 2024 to conform to new state statutes and Department of Treasury guidance. The services remain the same. Examples of changes include the update of IFT districts to "Special Acts" and changing the relevant certification from Level III to Michigan Advanced Assessing Officer. The only significant change was that our March BOR is now overseen by the clerk instead of the assessor, which has been the case for many years.

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

✓ **HOMECOMING PARADE PERMIT** (*Business Item*)

The parade is on for Friday, September 26th! The route, day, and time are identical to previous parades with one small exception. Last year, the organizers redirected the Homecoming Court portion of the parade westbound on Cappy from Fairchild in order to get them lined up for the football game events. This year, they are diverting them into the gym parking lot off Ingalls instead. Our chief and DPW do not see any issue with this.

This route is not perfect and results in some inconvenience, but it is manageable. Everything looks good for approval. Review by the police and DPW is positive. I do not expect any of our projects to be impacted by this parade in any way. A resolution is prepared in the affirmative on this matter.

✓ **DISORDERLY PERSON ORDINANCE** (*Update*)

Metro PD has had some encounters with vagrants that have created some concern in the community. They have asked that our ordinance give them some enforcement options for dealing with these situations. To that end, I have asked our attorney to craft an amendment that will address these concerns. Mr. Gildner has consulted our ordinance and state statute and made a recommendation that will combine a number of our existing ordinances into a single "Disorderly Person" section (Sec. 10-162). I am including the draft ordinance, which includes a provision for vagrants, as well as the existing sections that are to be consolidated.

If there is no objection, I will look to bring this back at the next meeting as a business item.

Council Questions, Inquiries, Requests, Comments, and Notes

Orienteering Course: I am working with Walt to replace these medallions. We appear to be close to getting new material in the ground.

I-69: Repairs to the I-69 ramp over the Swartz Creek are imminent.

TIF District Size: There is not a statutory limit on how big a TIF district can be. Our planning recommends limiting the size of such districts to focus the impact and ensure that the increment collected does not include enough tax base so as to be detrimental to the provision of general services.

Vagrancy Ordinance: I am working with the city attorney to strengthen our community's ability to address vagrancy. Like, many places in the country, we are seeing an uptick in this activity and our police department does not currently have strong enforcement mechanisms to maintain order and safety in the community.

**City of Swartz Creek
RESOLUTIONS**

Regular Council Meeting, Monday, August 11, 2025, 7:00 P.M.

Motion No. 250811-4A

MINUTES – JULY 28, 2025

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, July 28, 2025, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 250811-5A

AGENDA APPROVAL – AUGUST 11, 2025

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Agenda as presented / printed / amended for the Regular Council Meeting of August 11, 2025, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 250811-6A

CITY MANAGER'S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council accept the City Manager's Report of August 11, 2025, including reports and communications, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 250811-8A

**RESOLUTION TO APPROVE AN AMENDED & RESTATED
INTERLOCAL AGREEMENT FOR FIRE SERVICE WITH THE
TOWNSHIP OF CLAYTON**

Motion by Councilmember: _____

WHEREAS, the City and the Township have, for many years, jointly provided fire protection services to their geographical areas; and

WHEREAS, the joint provision of such fire protection services was covered by a written Agreement; and

WHEREAS, the city entered into an agreement to provide joint fire service with Clayton Township, said agreement titled: Swartz Creek – Clayton Township Amended and Restated 2022 – 2025 Fire Department Agreement; and

WHEREAS, the Michigan Urban Cooperation Act of 1967, 1967 PA 7 (Ex Sess) [MCL 124.501 et seq] (“UCA”) authorizes two (2) Municipalities to enter into an interlocal Agreement by which they agree to exercise jointly “any power, privilege, or authority that the agencies share in common and that each might exercise separately;” and

WHEREAS, Section 7 of the UCA [MCL 124.507] provides that such an interlocal Agreement “may provide for a separate legal or administrative entity to administer or execute the Agreement which may be a Commission, Board or Council constituted pursuant to the Agreement,” and that such administrative entity “shall be a Public Body, Corporate or Politic for the purposes of this act;” and

WHEREAS, the City and the Township share in common the power and authority to establish and maintain a Fire Department and provide fire protection services; and

WHEREAS, as empowered to do so by the UCA, the City and the Township wish to continue to jointly provide fire protection services and operate a Fire Department to serve the City and the Township and to do so under the terms and conditions of this Agreement;

NOW, THEREFORE, the City of Swartz Creek City Council hereby approves the Amended and Restated 2025-2028 Fire Department Agreement as included and filed with the August 11, 2025 city council packet, said agreement to commence on September 1, 2025 and terminate at midnight on August 31, 2028.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 250811-8B

RESOLUTION TO APPROVE RETENTION OF FIRE EQUIPMENT SALE PROCEEDS AND AMENDMENT OF THE FISCAL YEAR 2025 BUDGET FOR THE FIRE DEPARTMENT

Motion by Councilmember: _____

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

WHEREAS, the Fire Board is seeking a budget adjustment to increase revenues by \$15,000, said revenues resulting from the sale of a piece of fire equipment, to offset \$17,000 in expenses related to unanticipated equipment repairs; and,

WHEREAS, the Swartz Creek Fire Board affirmed the proposed budget amendment at their regular meeting on July 21, 2025.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Swartz Creek approve the retention of \$15,000 in equipment sale proceeds by the Swartz Creek Area Fire Department.

BE IT FURTHER RESOLVED the City of Swartz Creek approve the Amendment to the Fiscal Year 2025 Swartz Creek Area Fire Board Budget, gross maximum expenses not to exceed \$386,097.00, with account number 4978 to be \$53,530.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 250811-8C

**RESOLUTION TO APPROVE A PARADE PERMIT FOR THE
SWARTZ CREEK COMMUNITY SCHOOLS HOMECOMING
PARADE ON SEPTEMBER 26, 2025**

Motion by Councilmember: _____

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

WHEREAS, the streets, upon the finding of a public benefit and no unreasonable hardship, may be permitted for closure from time to time as permitted by the city council; and

WHEREAS, the Swartz Creek Community Schools seeks a street closure permit for the annual Homecoming Parade, to commence at 5:00 p.m. on Friday, September 26, 2025; and

WHEREAS, the city council, following the recommendation of the police authority, finds that the application, including insurance, is complete and that this event offers a public benefit without imposing an unreasonable hardship.

NOW, THEREFORE, BE IT RESOLVED that the City of Swartz Creek approves the application of the Swartz Creek Community Schools to conduct their annual High School Homecoming Parade on Friday, September 26, 2025 from 4:30 pm to 6:30 pm. Parade route as follows:

Crapo/Maple, Eastbound to Morrish
Morrish, Northbound to Miller
Miller, Westbound to Fairchild
Fairchild, Southbound to Middle School

Under the direction and control of the Chief of Police (or designee) and in accordance with the stipulations and conditions set forth in the permit and application, including the provision of proper insurance.

Second by Councilmember: _____

Voting For: _____
Voting Against: _____

Resolution No. 250811-8D

**RESOLUTION TO APPROVE CONSUMERS ENERGY
LIGHTING REMOVAL AND REPLACEMENT WORK
ORDERS – WINCHESTER VILLAGE**

Motion by Councilmember: _____

WHEREAS, the street lights in the city are owned and operated by Consumers Energy Company (CE), a Michigan utility with principle offices located at One Energy Plaza, Jackson MI, 49201; and

WHEREAS, CE is the sole provider of street lights, electrical delivery, and maintenance on said lights in the County of Genesee, including Swartz Creek City; and

WHEREAS, CE supplies street lighting services to the city under a current standard street lighting contract which outlines specific fixture counts and types, said contract restated on November 1, 2014 and revised from time to time; and

WHEREAS, the City seeks additional changes to the street lighting services agreement that include changes to lighting types and subsequent billing for LED and decorative lighting; and

WHEREAS, Consumers Energy requires approval of an amendment to the existing street light contract and affirmation of the work orders to remove the existing lighting and install new lighting in accordance with the restated and amended lighting contract.

NOW THEREFORE, BE IT RESOLVED, it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of Swartz Creek, dated November 1, 2014, modified on November 1, 2018, in accordance with the Agreement for Modifications of Electric Facilities, dated June 3, 2025 and Authorization for Change in Standard Lighting Contract, as included in the August 11, 2025 City Council Packet.

BE IT FURTHER RESOLVED, that it is hereby deemed advisable to enter into a contract with Consumers Energy Company for furnishing lighting service within the City of Swartz Creek for a period of one year and thereafter from year to year, in accordance with the terms of the contract heretofore submitted to the city council.

BE IT FURTHER RESOLVED, that the city agrees to the terms and conditions of form 547 as included in the city council packet of August 11, 2025 and further directs the City Clerk to execute said agreements and forms that represent the aforementioned terms and conditions.

BE IT FURTHER RESOLVED, that the city agrees to furnish payment to Consumers Energy in accordance with invoice #9328666220, charges totaling \$37,640 for furnishing and installation of lights, costs to be apportioned to the local street fund.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 250811-8E

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

Motion by Councilmember: _____

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

**AGREEMENT FOR
PROFESSIONAL ASSESSOR SERVICES**

This Agreement ("Agreement"), made and entered into this ____ day of August, 2025 by and between the **City of Swartz Creek**, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek Michigan 48473 ("City") and, **Legacy Assessing Services, Inc.**, 110 Mill St, P.O. Box 489, Fenton Michigan 48430 ("Legacy").

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

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

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

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

SECTION I: BASIC SERVICES OF LEGACY

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

1.1 General Duties:

Legacy Assessing Services, Inc. shall be required to perform all duties of an assessor pursuant to City Charter, Michigan statutory and case law, Michigan State Tax Commission rules, regulations and policies, and all other rules and guidelines established for the proper performance of said position, as same may from time to time be amended, while this Agreement is in effect, and shall conduct and perform same in accordance with all applicable standards of professional conduct required of such Assessors. If material changes in the laws, statutes, rules, guidelines or City Charter during the term of this Agreement result in a substantial additional work burden on Legacy Assessing Services, Inc., Legacy Assessing Services, Inc. and the City agree to enter into good faith negotiations regarding possible amendments to this Agreement. For purposes of this paragraph, the term "substantial additional work burden" shall be determined to exist by mutual agreement of Legacy Assessing Services, Inc. and the City. If they cannot agree as to whether a substantial additional work burden has been imposed upon Legacy Assessing Services, Inc., Legacy Assessing Services, Inc. and the City shall select a mutually agreeable mediator/arbitrator who shall facilitate the negotiations to assist the parties in reaching such a determination, and if an impasse is reached in such negotiations, shall make said determination. The determination of the mediator/arbitrator shall be final, however, said mediator/arbitrator shall not have authority to establish the amount of additional compensation, if any.

1.2 Office Hours/Availability:

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

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

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

1.3 Public Relations/Customer Service:

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

1.4 New Construction/Loss Adjustment:

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

1.5 Economic Condition Factors (ECF):

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

1.6 "Proposal A" Requirements:

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

- A. Approve or deny Principal Residence Exemptions and agricultural exemptions;
- B. Track property transfer affidavits, matching them with deeds within 45 days of being filed;
- C. Apportion the homestead portion of a combination-use building;
- D. Determine the homestead status of parcels resulting when homestead parcels are split or; and
- E. Calculate both assessed and tentative taxable values for all parcels, taking into consideration losses, new construction and replacement in any given year.

1.7 Assessment Roll Preparation and Records:

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

1.8 Reports:

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

1.9 Board of Review:

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

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

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

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

1.10 Sales and Appraisal Studies:

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

1.11 Forms:

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

1.12 Defense of Appeals:

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

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

Legacy Assessing Services, Inc. shall defend all appeals to the Small Claims Division of the Michigan Tax Tribunal. This shall include, but not be limited to, filing necessary petitions, preparing and submitting such material, statistics

and other information as is necessary to properly defend any such appeal, and appearing at all hearings and meetings as are required for the purpose of defending said appeal. The City hereby authorizes Assessor to settle, where Legacy Assessing Services, Inc. deems it appropriate or advisable, any appeal where the difference in SEV is \$150,000 or less. All the foregoing regarding appeals to the Small Claims Division is deemed to be included the services compensated pursuant to the terms and provisions of this Agreement. If, in the opinion of the City, additional outside consulting services are needed, the City shall be responsible for the cost of such services.

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

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

1.13 Reappraisal Program:

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

1.14 Personal Property Statements, Canvas and Audits:

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

1.15 Equalization Increases:

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

1.16 Land Division Applications:

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

1.17 Assessor Certification:

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

1.18 Transportation and Equipment:

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

1.19 Indemnification/Employment:

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

1.20 Preparation of DDA and Reporting:

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

1.21 Assessor's Recommendations:

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

1.22 Security of Information:

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

1.23 Optional Services:

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

SECTION II: TERM OF AGREEMENT

2.1 Contract Period:

Legacy Assessing Services, Inc. shall commence performance of the services herein required on October 1, 2025. Unless sooner terminated, this Agreement shall, by its terms, expire September 30, 2026.

2.2 Mutual Right of Termination:

Either party may terminate this Agreement upon ninety (90) days written notice to the other, United States Certified / Registered Mail, return receipt requested, at the addresses as indicated within. This right of termination is specifically

exercisable at the sole discretion of either party, and requires no just cause nor other reason or justification for the exercise thereof. The effective date of such termination shall be ninety (90) days from the date of mailing of such notice.

2.3 Termination for Cause or Breach:

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

2.4 Notice of Termination:

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

2.5 Amendment/Renegotiation:

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

If the Agreement is not reviewed or extended prior to its expiration date and the City desires to have Legacy Assessing Services, Inc. continue on a month-to-month basis, the fee will be that which existed for the final month of the original term, being September, 2026.

SECTION III: PAYMENT

3.1 Compensation for Basic Services:

During the term of this Agreement, the City agrees to pay to Legacy Assessing Services, Inc., for performance of the Basic Services set forth in Section I of this Agreement, an amount equal to \$35,707.68 yearly (thirty-five thousand, seven hundred-seven dollars, sixty-eight cents). Legacy Assessing Services, Inc. shall invoice the City an amount equal to \$2,975.64 on a monthly basis, net due 20 days.

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

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

SECTION IV: CITY RESPONSIBILITIES

4.1 Basic Data:

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

4.2 Office Equipment:

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

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

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

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

4.3 Computer:

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

4.4 Map Maintenance/Tax Roll Printing:

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

4.5 Office Supplies:

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

4.6 Existing ECF Areas:

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

4.7 Preparation of DDA and Reporting:

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

4.8 Legal Counsel:

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

SECTION V: RE-APPRAISAL, NON-BASIC SERVICES

5.1 Additional Services (Pricing/Reappraisal):

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

5.2 Implementation/Responsibility:

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

SECTION VI: MISCELLANEOUS PROVISIONS

6.1 Relationship Between City and Assessor:

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

6.2 Indemnification/Insurance:

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

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

6.3 Non-Assignability:

The parties to this Agreement acknowledge that, inasmuch as the Agreement is in the nature of a Personal Services Contract, and as the City's decision to contract with Legacy Assessing Services, Inc. is based in part on the perceived expertise and ability of Legacy Assessing Services, Inc., it is agreed that Legacy Assessing Services, Inc.'s duties and obligations hereunder may not be assigned, transferred nor conveyed without the advance written approval of the City. Nothing in this Agreement shall prevent Legacy Assessing Services, Inc. from employing such employees or agents, as Legacy Assessing Services, Inc. shall deem reasonably necessary to assist him/her in the performance of

obligations under this Agreement. Also, in the event that vacation, illness, injury or incapacity in any form, whether elective or imposed, should cause Legacy Assessing Services, Inc. to be unable to personally fulfill the terms and obligations of this Agreement for a period exceeding three (3) calendar weeks (21 days), Legacy Assessing Services, Inc. shall provide the City, at Legacy Assessing Services, Inc.'s expense, a certified Level III Assessor to perform any and all such functions as required by this Agreement for the complete term of the absence or incapacity. The City reserves the right to approve or reject, without cause and at its sole discretion, any Assessor designee named to "fill-in" for Legacy Assessing Services, Inc. for a period exceeding two (2) calendar months (60 days), and to consider, as mutually agreed by the parties hereto, that a rejection of said Assessor designee shall constitute a material breach of the Agreement pursuant to the "material breach" provision of Section 2.3 herein.

6.4 Professional Standards:

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

6.5 Ownership of Documents:

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

6.6 Validity:

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

6.7 Survival:

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

6.8 Controlling Law/Venue:

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

6.9 Authorization:

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

(Signature Page Follows)

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

CITY OF SWARTZ CREEK, MICHIGAN:

LEGACY ASSESSING SERVICES, INC.

By: _____
Nate Henry, Mayor

By: _____
Heather MacDermaid, Partner

By: _____
Renee Kraft, City Clerk

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

CHAPTER 9. TAXATION*

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

Section 9.1. Power to tax--Tax limit.

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

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

Section 9.2. Subjects of taxation--Tax procedure.

- (a) The subjects of ad valorem taxation for municipal purposes shall be the same as for state, county, and school purposes under the general law.
- (b) Except as otherwise provided by this chapter, city taxes shall be assessed, levied, and collected in the manner provided by law.

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

Section 9.3. Exemptions.

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

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

Section 9.4. Tax day.

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

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

Section 9.5. Personal property--Jeopardy assessment.

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

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

Section 9.6. Preparation of the assessment roll.

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

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

Section 9.7. Board of Review.

- (a) A Board of Review is hereby created, composed of three members who have the qualifications of holding elective city office as set forth in Section 4.4 of this charter.
- (b) The members of the Board of Review shall be appointed by the Council, and may be removed for reasons of nonfeasance or misfeasance by the vote of five members of the Council. The first members shall be appointed during the month of January, 1960, for terms expiring on July 1, 1961, 1962, and 1963. Thereafter one member shall be appointed in the month of May of each year, for a term of three years, commencing on the following July first.
- (c) The Board shall, annually, on the first day of its meeting, select one of its members chairman for the ensuing year. The Assessor shall be Clerk of the Board, and shall be entitled to be heard at its sessions, but shall have no vote on any proposition or question.

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

Section 9.8. Duties and functions of Board of Review.

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

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

Section 9.9. Meetings of Board of Review.

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

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

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

Section 9.10. Notice of meetings.

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

Section 9.11. Certification of roll.

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

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

Section 9.12. Validity of assessment roll.

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

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

Section 9.13. Clerk to certify levy.

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

Section 9.14. City tax roll.

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

Section 9.15. Taxes a debt and lien.

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

Section 9.16. Tax roll certified for collection.

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

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

Section 9.17. Tax payment date.

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

Section 9.18. Taxes due--Notification thereof.

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

Section 9.19. Tax payment schedule.

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

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

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

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

Section 9.21. State, county and school taxes.

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

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

Section 9.22. Protection of city lien.

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

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

Section 9.23. Collection of delinquent taxes.

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

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

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

Section 9.24. Disposition of real property held by city.

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

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

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 250811-11A

ADJOURN

Motion by Councilmember: _____

I Move the Swartz Creek City Council adjourn the regular council meeting of August 11, 2025.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE REGULAR COUNCIL MEETING
DATE July 28, 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: Metro PD Lieutenant Mike Murphy, Betty Binder, Lori, Jeffrey E. Kelley, Belinda Wright, Scott Wright, Mark Kietzman, Jeff Kelley

Others Virtually Attended: Lania Rocha, Elana Moeller-Younger-OHM, Mgenovesi

APPROVAL OF MINUTES

Resolution No. 250728-01

(Carried)

Motion by Councilmember Spillane
Second by Councilmember Gilbert

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday July 14, 2025 (2nd version) to be circulated and placed on file.

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

APPROVAL OF AGENDA

Resolution No. 250728-02

(Carried)

Motion by Councilmember Krueger
Second by Councilmember Gilbert

I Move the Swartz Creek City Council approve the Agenda as printed for the Regular Council Meeting of July 28, 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. 250728-03

(Carried)

Motion by Mayor Pro Tem Hicks
Second by Councilmember Krueger

I Move the Swartz Creek City Council accept the City Manager's Report of July 28, 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:

Jeff Kelley-Discussed weed clearing of sidewalks. Would like more communication from contractors so residents don't get trapped in their driveways. Mr. Zettel responded that he will speak with the contractor.

Lori- Had comments regarding downtown. Discussion ensued with council.

COUNCIL BUSINESS:

PUBLIC HEARING FOR DDA DEVELOPMENT AND TIF PLAN AMENDMENT: Presentation for public.

Opened Public Hearing at 8:00pm

None.

Closed Public Hearing at 8:01pm

RESOLUTION TO APPROVE COMMISSION APPOINTMENTS

Resolution No. 250728-04

(Carried)

Motion by Councilmember Gilbert
Second by Mayor Pro Tem Hicks

WHEREAS, the laws of the State of Michigan, the Charter and Ordinances of the City of Swartz Creek, interlocal agreements in which the City of Swartz Creek is a

member, and previous resolutions of the City Council require and set terms for officers for various appointments to City boards and commissions, as well as appointments to non-city boards and commissions seeking representation by City officials; and

WHEREAS, there exists a vacancy in such a position; and

WHEREAS, said appointment is a Mayoral appointment, subject to affirmation of the City Council.

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

#250728-8B1 MAYOR APPOINTMENT:

Belinda Wright

Board of Review, Resident

Remainder of Three year term, expiring June 30, 2026

Mrs. Wright thanked council.

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

NO: None. Motion Declared Carried.

RESOLUTION TO APPROVE COOPERATIVE PRICING FOR PIPE LINING SERVICES

Resolution No. 250728-05

(Carried)

Motion by Councilmember Knickerbocker

Second by Councilmember Krueger

WHEREAS, the city finds it necessary to line approximately 275 feet for storm line on School Street to prevent further pipe degradation and root infiltration; and

WHEREAS, this process requires the services of a qualified sewer pipe restoration and lining company; and

WHEREAS, the City's Purchasing Ordinance, Chapter 2, Article VI, Section 2-406 provides for and encourages cooperative government purchasing practices; and

WHEREAS, SAK Construction, LLC is able and willing to extend their service proposal, as submitted to the City of Livonia, including pricing for such services, to the City of Swartz Creek; and

WHEREAS, the time and resources required to independently bid the services for a project of this magnitude, combined with the higher unit costs typically associated with small-scale contracts, are reasonably expected to exceed those incurred by utilizing a competitively awarded cooperative bid.

NOW, THEREFORE, BE IT RESOLVED, the Swartz Creek City Council accepts proposal and unit costs for pipe restoration and lining services by Sak Construction, LLC, as included in the July 28, 2025 city council packet, for the purposes of lining the storm sewer pipe on School Street as well as any other budgeted sewer work during the 2025 calendar year.

BE IT FURTHER RESOLVED, the Swartz Creek City Council authorizes and directs the City Manager to prepare and execute a standard contractor agreement with SAK Construction, LLC.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

RESOLUTION TO APPROVE REIMBURSEMENT FOR WORK RELATED TO DISCONNECTING A RESIDENTIAL FOOTING DRAIN FROM THE SANITARY SEWER

Resolution No. 250728-06

(Carried)

Motion by Councilmember Spillane
Second by Councilmember Krueger

WHEREAS, the City of Swartz Creek owns, operates, and maintains a sanitary sewer collection system; and

WHEREAS, the collection system and treatment facilities are stressed by the inflow and infiltration (I&I) of ground water into the system, especially by stormwater connections directly to the sanitary system; and

WHEREAS, residential footing drains, that were previously allowed to connect to the system, have been found to be the largest contributor to the I&I within the system; and

WHEREAS, the Genesee County Drain Commission, Water and Waste Services Division, as well as the City of Swartz Creek, find that removal of these footing drains is in the interest of the public; and

WHEREAS, the disconnection of such drains is the responsibility of the private owners of those drains; and

WHEREAS, though there may soon be a state mandate to require disconnection of said drains, there currently is not a suitable incentive or disincentive for owners to do so; and

WHEREAS, the city is interested in conducting a pilot footing drain removal from a private residence in order to ascertain the potential for a city-wide program for incentivizing disconnections; and

WHEREAS, the owner of 5197 Durwood is conducting a home remodel that includes new footing drains and sewer lead repair, and that owner is willing to participate in a pilot project provided the city covers the initial conversion cost.

NOW, THEREFORE, BE IT RESOLVED, the Swartz Creek City Council authorizes a pilot project to disconnect the footing drain from the sanitary sewer and replace it with a sump pump discharge to the available storm sewer.

BE IT FURTHER RESOLVED, the Swartz Creek City Council approves payment in the amount of \$5,586, plus a 15% contingency to Goyette Mechanical, as included in the July 1, 2025 repair quote, for such services rendered, such payment to be made as a reimbursement to the homeowner or directly to Goyette, provided that the City is able to observe the disconnect process and affirm its completion.

Discussion Ensued.

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

NO: Gilbert. Motion Declared Carried.

MEETING OPENED TO THE PUBLIC:

None.

REMARKS BY COUNCILMEMBERS:

Councilmember Knickerbocker: He served on the CBDA of Flint Township for 10-12 years. If we do it right, the DDA can do a lot of good things.

Councilmember Gilbert: Questioned if we should be getting rid of the water powered sump pumps? Mr. Zettel responded that they tend to fail more.

Mayor Pro Tem Hicks: The slip and slide was a great success. Shattered Chains did a great job. She thanked the fire department and DPW for helping. \$1,035 was raised for the fundraiser.

Councilmember Krueger: Concert tomorrow night at the amphitheater with concession stand.

ADJOURNMENT

Resolution No. 250728-08

(Carried)

Motion by Councilmember Gilbert

Second by Councilmember Krueger

I Move the Swartz Creek City Council adjourn the regular meeting at 8:37pm

Unanimous Voice Vote.

Nate Henry, Mayor

Renee Kraft, CMC, MiPMC-2, City Clerk

07/30/2025 CHECK REGISTER FOR CITY OF SWARTZ CREEK
CHECK DATE FROM 07/01/2025 - 07/31/2025

Check Date	Check	Vendor Name	Description	Amount
Bank DORT DORT FINANCIAL CREDIT UNION				
07/10/2025	10270	ABSOLUTE TREE REMOVAL	TREE AND STUMP REMOVAL AT 5234 SEYMOUR	500.00
07/10/2025	10271	AMAZING MIKE MAGIC SHOWS	MAGIC SHOW FOR MOVIE NIGHT 6/27/25	250.00
07/10/2025	10272	APEX SOFTWARE	ANNUAL MAINT 8/1/25 - -8/1/26	260.00
07/10/2025	10273	AQUA LINE INC	2025 LEAK DETECTION SURVEY	3,368.00
07/10/2025	10274	JASON BOYD	BOYDS LAWN & LANDSCAPING 7/2/25	1,000.00
			BOYDS LAWN & LANDSCAPING 7/9/25	1,400.00
				2,400.00
07/10/2025	10275	CHASE CARD SERVICES	MONTHLY STATEMENT JUNE 2025	5,570.56
07/10/2025	10276	COMMUNITY IMAGE BUILDERS	PROFESSIONAL SERVICES FROM 5/13/25 - 6/2	2,002.00
07/10/2025	10277	CITY OF SWARTZ CREEK	UB 8100 CIVIC DR	1,176.82
			UB 8095 CIVIC DR	343.62
			UB 8059 FORTINO	170.94
			UB 8083 CIVIC DR	470.26
			UB 5363 WINSHALL	317.01
			UB 5121 MORRISH	207.80
			UB 4125 ELMS RD	412.70
			4484 MORRISH RD	391.29
				3,490.44
07/10/2025	10278	COFFIELD OIL COMPANY INC	REC- GAS	127.92
07/10/2025	10279	CONSUMERS ENERGY	4510 MORRISH RD	39.95
07/10/2025	10280	CONSUMERS ENERGY	8059 FORTINO DR	80.96
07/10/2025	10281	CONSUMERS ENERGY	8499 MILLER RD	31.88

07/10/2025	10282	CONSUMERS ENERGY	8083 CIVIC DR	768.93
07/10/2025	10283	CONSUMERS ENERGY	5257 WINSHALL DR	28.69
07/10/2025	10284	CONSUMERS ENERGY	5361 WINSHALL DR 8369	31.33
07/10/2025	10285	CONSUMERS ENERGY	9099 MILLER RD	34.92
07/10/2025	10286	CONSUMERS ENERGY	5361 WINSHALL DR #2 RESTRMS 9987	37.55
07/10/2025	10287	CONSUMERS ENERGY	8095 CIVIC DR	829.90
07/10/2025	10288	CONSUMERS ENERGY	5121 MORRISH RD	356.51
07/10/2025	10289	CONSUMERS ENERGY	8011 MILLER RD	28.69
07/10/2025	10290	CONSUMERS ENERGY	5441 WHITNEY CT PAVILLION	28.69
07/10/2025	10291	CONSUMERS ENERGY	5015 HOLLAND DR LOT LIGHTS	38.75
07/10/2025	10292	CONSUMERS ENERGY	4125 ELMS RD 4353	56.62
07/10/2025	10293	CONSUMERS ENERGY	4125 ELMS RD PAVILION 4437	32.27
07/10/2025	10294	CONSUMERS ENERGY	6425 MILLER PARK & RIDE	66.82
07/10/2025	10295	CONSUMERS ENERGY	8100 CIVIC DR	1,160.21
07/10/2025	10296	CONSUMERS ENERGY	SIRENS TRAFFIC LIGHTS 1997	34.50
07/10/2025	10297	CONSUMERS ENERGY	TRAFFIC LIGHTS 1781	529.16
07/10/2025	10298	CONSUMERS ENERGY	8301 CAPPY LN	313.53
07/10/2025	10299	CONSUMERS ENERGY	5361 WINSHALL DR NP	32.75
07/10/2025	10300	CONSUMERS ENERGY	ELMS PARKING LOT AREA LIGHTS 2300	42.09
07/10/2025	10301	CONSUMERS ENERGY	STREET LIGHTS 1294	3,162.18
07/10/2025	10302	CONSUMERS ENERGY	4524 MORRISH RD	64.73
07/10/2025	10303	CONSUMERS ENERGY	48473 LED LIGHT RD WORCHESTER/CHESTERFIE	6,064.54
07/10/2025	10304	FAMILY FARM AND HOME INC	MONTHLY INVOICES JUNE 2025	621.50
07/10/2025	10305	FLINT WELDING SUPPLY	CYLINDER COMPRESSED OXYGEN	6.50
07/10/2025	10306	GEN CTY DRAIN COMMISSIONER SWM	NPDES PHASE II IMPLEMENTAION FEES FOR AP	451.32
07/10/2025	10307	GENESEE COUNTY	GIS AERIAL (4TH ISTALLMENT OF 6 INVOIC	739.66
07/10/2025	10308	GILL ROYS HARDWARE	JUNE 2025 INVOICES LESS DISCOUNT	429.66
07/10/2025	10309	HODGES SUPPLY COMPANY	LIBRARY - CHICAGO FAUCET MVP REPAIR KIT	82.06
			LIBRARY - CHICAGO FAUCET MVP LOWER UNIT	56.89
				<hr/> <hr/>
				138.95
07/10/2025	10310	INTEGRITY BUSINESS SOLUTIONS	(4) KITCHEN TOWEL (8) BLACK LINERS	750.28

07/10/2025	10311	JAY'S SEPTIC TANK SERVICE	PORT-A-JON RENTAL FOR ABRAMS PARK 7/1/25	260.00
			PORT-A-JON RENTAL FOR ELMS RD PARK 6/27	77.16
			PORT-A-JON RENTAL FOR ELMS RD PARK 7/1/2	<u>462.84</u>
				800.00
07/10/2025	10312	JOSEPH CLARK	JOE CLARK CLOTHING ALLOWANCE AMAZON	394.89
07/10/2025	10313	K&J REPAIR	(2) WOODCHIPPER TIRES	366.00
07/10/2025	10314	KCI	UB BILLS/POSTAGE FOR JULY 2025 BILLS	484.78
			SUMMER 2025 TAX BILLS/POSTAGE BALANCE	<u>636.74</u>
				1,121.52
07/10/2025	10315	MICHIGAN FENCE CO. INC.	TOT LOT FENCE REPAIR AT ABRMAS PARK (6)	234.00
07/10/2025	10316	MICHIGAN PIPE AND VALVE	FAST TRAC LIQUID TRACING DYE	25.00
07/10/2025	10317	MRTWIST	BALLOON TWIST MOVIE NIGHT 6/27/25	100.00
07/10/2025	10318	PARAGON LABORATORIES INC	WATER SAMPLES WO SWARTZ CREEK 23 SAMPLE	644.00
07/10/2025	10319	PRIORITY WASTE LLC	FY2025 JULY2024 THRU 6/1/25- 6/30/25	26,442.00
07/10/2025	10320	GLORIA JOHNSON	ELMS RD PARK PAV #4 REFUND 6/28/25	200.00
07/10/2025	10321	SAINTS OF GOD CHURCH	ELM RD PARK PAV #1 REFUND 6/28/25	200.00
07/10/2025	10322	ANGELA LEDBETTER	ELMS RD PARK PAV#3 REFUND 7/5/25	200.00
07/10/2025	10323	DAVID GAMINO	ABRAMS PARK PAV #3 REFUND 6/28/25	200.00
07/10/2025	10324	TRACEY WEAVER	ELMS RD PARK PAV #2 REFUND 6/29/25	200.00
07/10/2025	10325	CLAYTON CHURCH	ELMS RD PARK PAV #4 REFUND 6/29/25	200.00
07/10/2025	10326	JOANN HOHENSTEIN	ELMS RD PARK PAV #2 REFUND 6/28/25	200.00
07/10/2025	10327	ROCKY'S GREAT OUTDOORS INC	BOOTS - BLOSS FY25	188.99
07/10/2025	10328	BIO-SERV CORPORATION	PEST CONTROL - PUBLIC SAFETY BLDG	72.00
			PEST CONTROL - CITY HALL/LIBRARY-SR CTR	<u>154.00</u>
				226.00

07/10/2025	10329	SPARTAN BARRICADING & TRAFFIC CONTR	BARRICADES FOR HOMETOWN DAYS 5/23/25	1,305.80
07/10/2025	10330	SUPER FLITE OIL CO INC	FUEL - DPW JUNE 2025	1,099.77
07/10/2025	10331	SWARTZ CREEK AREA FIRE DEPT.	MONTHLY RUNS FIRE & EMS JUNE 2025	2,361.00
07/10/2025	10332	TAYLOR & MORGAN CPA	FINANICAL SERVIICES PROVIDED BY SHERI SP	3,980.50
07/10/2025	10333	VALDEZ, LORIANN	UB refund for account: 0000150100	42.93
07/10/2025	10334	VC3 INC	SSL CERTIFICATE RENEWAL STANDARD ONE YEA	150.00
			MICROSOFT BUSNS STANDARD/EXCHANGE ONLINE	194.80
				344.80
07/10/2025	10335	JAMS MEDIA LLC	2024 WATER REPORT & ZBA NEMAR AFFIDAVIT	1,794.25
07/10/2025	10336	VISUAL EDGE IT	CONTRACT DATES 6/22/25 THRU 7/22/25	84.77
			CONTRACT DATES 6/22/25 THRU 7/22/25 (21	197.61
				282.38
07/10/2025	10337	ADAM ZETTEL	PLANNING MICHIGAN CONFERENCE 2025	440.00
07/10/2025	10338	ADS PLUS PRINTING LLC	SUMMER NEWS LETTERS 2025	906.07
07/23/2025	8(E)	RICK CLOLINGER	RICK CLOLINGER RETIREE MEDICAL REINBURS	753.65
07/23/2025	9(E)	ERC-LED, LLC	EXCESS BENEFIT PAYMENT	1,149.08
07/23/2025	10339	ADS PLUS PRINTING LLC	2025 SUMMER NEWS LETTERS	1,422.85
07/23/2025	10340	BERGEN, WILLIAM	UB refund for account: 0001320700	7.95
07/23/2025	10341	JASON BOYD	BOYDS LAWN & LANDSCAPING 7/16/25	1,060.00
			BOYDS LAWN & LANDSCAPING 7/23/25	1,200.00
				2,260.00
07/23/2025	10342	CITY OF SWARTZ CREEK	SUMMER 2025 TAXES 58-31-300-003 4355 ELM	357.43
07/23/2025	10343	CONSUMERS ENERGY	4484 MORRISH RD	97.96
07/23/2025	10344	DELTA DENTAL PLAN	RETIREE BENIFITS AUGUST 2025	443.16

07/23/2025	10345	DIPONIO CONTRACTING, LLC	USDA WATER MAIN AND LOCAL STREET IMPROVE STREET BOND 011- CAT 001 CITY APPLICATIO	30,000.00 <u>45,000.00</u>
				75,000.00
07/23/2025	10346	FIRST ADVANTAGE OCCUP HEALTH SER CO	CLINIC COLLECTION/MILEAGE JAY SANFORD	257.03
07/23/2025	10347	FLOCK SAFETY INC	FLOCK CAMERA AT ELMS RD PARK ENTRANCE AN	3,000.00
07/23/2025	10348	GENESEE CTY DRAIN COMMISSIONER	SEWER -04/01/25 - 6/30/25 5,283,753 CF	183,669.30
07/23/2025	10349	GENESEE CTY DRAIN COMMISSIONER	5/28 /25 THRU 6/25/25 JUNE 2025 BULK W	118,492.38
07/23/2025	10350	HACH	DPD CHLORINE (2) DPD TOT CHLORINE (2) &	354.54
07/23/2025	10351	HART INTERCIVIC INC	TERM COVERAGE FROM 10/1/25 - 9/30/26	2,500.00
07/23/2025	10352	KINCAID CONSTRUCTION	PORTA JOHN FOR PAJTAS THEATER 7/15/25 -	150.00
07/23/2025	10353	LEGACY ASSESSING SERVICES INC	ASSESSING SERVICES JULY 2025	2,888.97
07/23/2025	10354	TERRY LOCKHART	REPAIR DAMAGED SOFFIT IN 3 AREAS AT 51 FASCIA REPAIR AT 8100 CIVIC DRIVE	2,545.00 <u>1,736.00</u>
				4,281.00
07/23/2025	10355	METRO POLICE AUTH OF GENESEE COUNTY	POLICE SERVICES 7/1/25 - 9/30/25	223,315.38
07/23/2025	10356	MID STATES BOLT AND SCREW CO	SCREW EXTRACTOR	32.59
07/23/2025	10357	MICHIGAN RURAL WATER ASSOCIATION	ANNUAL MEMBERSHIP 7/1/25 -6/30/26	970.00
07/23/2025	10358	OHM ADVISORS	WINCHESTER VILAGE LOCAL RD IMPROVEMENTS	3,334.00
			WINCHESTER WOODS SUBDIVISION IMPROVEMENT	790.50
			USDA PHASE II WATER MAIN ENGINEERING SER	4,064.50
			USDA PHASE II WATER MAIN ENGINEERING SER	1,804.00
			PROFESSIONAL SERVICES RENDERED THROUGH M	<u>3,480.00</u>
				13,473.00
07/23/2025	10359	BELL TITLE AGENCY OF FENTON	TAX OVERPMT 5228 DON SHENK	170.73
07/23/2025	10360	AMY MILLER	ELMS RD PARK PAV # 2 RENTAL REFUND 7/12/	200.00
07/23/2025	10361	SEAN WEBBER	ELMS RD PARK PAV#1 RENTAL 7/12/25	200.00

07/23/2025	10362	DARIANNE MACCIOMEI	ELMS RD PARK PAV#2 REFUND 7/19/25	200.00
07/23/2025	10363	SUSAN MESAK	ABRAMS PARK PAV #1 REFUND 7/12/25	200.00
07/23/2025	10364	DEBORAH HARRIS	ELMS RD PARK PAV #2 REFUND 7/20/25	200.00
07/23/2025	10365	ASHLEY WHITE	ELMS RD PARK PAV #4 REFUND 7/12/25	200.00
07/23/2025	10366	BIO-SERV CORPORATION	PEST CONTROL - PUBLIC SAFETY BLDG SERVI	72.00
07/23/2025	10367	ROWE PROFESSIONAL SERVICES CO	\$80,600 OTTERBURN PARK IMPROVMENTS THRU	3,730.75
07/23/2025	10368	SIGNS BY CRANNIE, INC.	50% DEPOSIT FOR ABRAMS PARK ENTRANCE SIG	6,401.44
07/23/2025	10369	SIMEN FIGURA & PARKER PLC	MONTHLY INVOICE JUNE 2025	3,380.50
07/23/2025	10370	STAPLES	6 PACK OF 3' RING BINDERS	49.87
			PAPER DIVIDERS CLERK, TONER FOR TREASURE	141.06
				<u>190.93</u>
07/23/2025	10371	STATE OF MICHIGAN-DEQ WTR	DRINKING WATER LAB TESTING 6/3/25 - 6/17	96.00
07/23/2025	10372	SUBURBAN AUTO SUPPLY	ATV BLACK SILICONE FOR KUBOTA	7.99
			TIRE REPAIR TOOL KIT	39.95
			DELUXE TIR REPAIR KIT	9.99
				<u>57.93</u>
07/23/2025	10373	VC3 INC	COUNCIL CHAMBERS AND ADAMS COMPUTER	2,105.96
			MICROSOFT BUSNS STANDARD/EXCHANGE ONLINE	204.61
				<u>2,310.57</u>
07/28/2025	10(E)	UNUM LIFE INSURANCE	RETIREE LIFE AUGUST 2025	39.36 V
07/28/2025	10374	OHM ADVISORS	CAPPY LN & DON SHENK PE THROUGH JUNE 28	34,649.50
07/28/2025	10375	FIDELITY SECURITY LIFE INSUR/EYEMED	RETIREE VISION AUGUST 2025	39.36

DORT TOTALS:

Total of 109 Checks:

766,718.18

Less 1 Void Checks:	39.36
Total of 108 Disbursements:	<hr/> 766,678.82

JULY 2025	Beginning Mileage	Ending Mileage	Miles Driven	Gallons Gas Purchased	Gallons Diesel Purchased
#7-15 4WD P/U gas	60707	61100	393	49.3	
#2-08 4WD P/U gas	79380				
#7-22 4 WD P/U gas	19409	20015	606	62.3	
#12-02 DUMP diesel	35469				
#21 WOOD CHIPPER diesel	2850				
#9-07 STREET SWEEPER diesel	20865	20902	37		89.3
#5-18 KUBOTA (hours)	1398				
#1-20 4WD P/U diesel	8787				
#3-08 4WD P/U gas	89898				
#10-18 4WD P/U diesel	44244	44925	681		67.7
#8-22 CASE BACKHOE	385				
#6-16 2WD P/U gas	91651	92165	514	47.5	
#6-00 BACKHOE diesel	2198				
#1-22 DUMP	8023				
#12-04 DUMP diesel	41889				
#12-99 GENERATOR gas					
#17 CASE BACKHOE diesel					
#19 JD TRACTOR diesel					
#9-22 PATCHER					
#37 TRAIL ARROW	53.4				
#10-15 GEN gas	80122				
#11-23 Big Plow Truck	2413				
gas can					
8/24 Truck	3753	4217	464		
9/24 Truck	3738	4210	472	44.3	
5/25 Tractor	11.73				
TOTAL			3167	203.4	157

Metro Police Authority Offense Summary

For Swartz Creek

Occurred 7/1/2025 - 7/31/2025

Offense	Total Offenses
1302 - 13002 - Aggravated/Felonious Assault - Family - Other Weapon	1
1303 - 13002 - Aggravated/Felonious Assault - Family - Strong Arm	1
1313 - 13001 - Assault and Battery/Simple Assault	3
1380 - 13003 - Telephone Used for Harassment, Threats	1
2304 - 23006 - Larceny - Parts and Accessories from Vehicle	1
2305 - 23005 - Larceny - Personal Property from Vehicle	1
2399 - 23007 - Larceny (Other)	3
2404 - 24001 - Vehicle Theft	2
2901 - 29000 - Damage to Property - Business Property	1
3074 - 30002 - Retail Fraud Theft 2nd Degree	1
4877 - 48000 - Fleeing and Eluding (Felony)	2
4899 - 48000 - Obstruct Police (Other)	1
5012 - 50000 - Probation Violation	1
5015 - 50000 - Failure to Appear	2
8011 - 54001 - Motor Vehicle Accident - Failed to Stop and Identify	2
8030 - 54002 - Child Endangerment (Occupant Less Than 16)	1
8041 - 54002 - Operating Under the Influence of Intoxicating Liquor	1
8271 - 54003 - Traffic - No Operators License	3
8273 - 54003 - Traffic - Driving on Susp/Revoked/Refused License	1
8326 - 54003 - Traffic - Refused Preliminary Breath Test	1
9910 - 93001 - Traffic, Non-Criminal - Accident	5
9911 - 93002 - Traffic, Non-Criminal - Non-Traffic Accident	2
9944 - 98008 - Inspections/Investigations - Lost and Found Prop	2
9947 - 99002 - Miscellaneous - Natural Death	2
9948 - 99003 - Miscellaneous - Missing Persons	1
9953 - 99008 - Miscellaneous - General Assistance	3
Total	45

**SWARTZ CREEK - CLAYTON TOWNSHIP
AMENDED AND RESTATED
FIRE DEPARTMENT AGREEMENT
2025-2028**

THIS AGREEMENT is made this 1st day of September, 2025, , by and between the City of Swartz Creek, a Michigan municipal corporation with principal offices at 8083 Civic Drive, Swartz Creek, Michigan 48473 ("City") and the Charter Township of Clayton ("Township"), a Michigan public body corporate, with principal offices at 2011 South Morrish Road, Swartz Creek, Michigan 48473 ("Township").

WHEREAS, the City and the Township have for many years, jointly provided fire protection services to their geographical areas; and

WHEREAS, the joint provision of such fire protection services was covered by a written agreement; and

WHEREAS, the Michigan Urban Cooperation Act of 1967, 1967 PA 7 (Ex Sess) [MCL 124.501 et seq] ("UCA") authorizes two municipalities to enter into an interlocal agreement by which they agree to exercise jointly "any power, privilege, or Board that the agencies share in common and that each might exercise separately;" and.

WHEREAS, section 7 of the UCA [MCL 124.507] provides that such an interlocal agreement "may provide for a separate legal or administrative entity to administer or execute the agreement which may be a commission, board, or council constituted pursuant to the agreement," and that such administrative entity "shall be a public body, corporate or politic for the purposes of this act;" and

WHEREAS, the City and the Township share in common the power and Board to establish and maintain a fire department and provide fire protection services; and

WHEREAS, as empowered to do so by the UCA, the City and the Township wish to continue to jointly provide fire protection services and operate a fire department to serve the City and the Township and to do so under the terms and conditions of this Agreement.

NOW, THEREFORE, the parties hereto acting pursuant to the Board of resolutions duly adopted by their respective legislative bodies, **HEREBY AGREE AS FOLLOWS:**

1. POWERS AND DUTIES OF THE SCAFD BOARD

Pursuant to the Board of section 7 of the UCA [MCL 124.507] there is hereby established an administrative entity to administer and execute this interlocal agreement, such entity to be know as the "Swartz Creek Area Fire Board" ("Board").

2. Name.

The Board shall provide its fire protection services and shall conduct its business under the name, "Swartz Creek Area Fire Department," and shall file a d/b/a certificate to that effect with the Genesee County Clerk.

3. Governance of Board.

A. The SCAFD shall be governed by a Board consisting of seven (7) members ("Board") who shall be appointed as follows:

- 1) Three (3) members shall be appointed by the City, two of whom shall be members of the City Council. The other City appointees shall be residents of the City and shall hold no other elective City office.
- 2) Three (3) members shall be appointed by the Township, two of whom shall be members of the Township Board. The other Township appointees shall be residents of the Township and shall hold no other elective Township office.
- 3) The seventh member shall be appointed on an alternating basis between the parties with the Township appointing the position in the odd years and the City in the even. ~~making the first such appointment.~~ Such member shall be appointed as and be designated as the "at-large" member. The at-large member shall be appointed for a term of one year commencing on April 1 of each year and at the completion of said term the appropriate appointing Board shall designate its appointee as the at-large member.
- 4) Except as provided in subparagraph (5), below, no active Swartz Creek Area Fire Board firefighter, volunteer or otherwise, shall be eligible for appointment to the Board.
- 5) The Fire Chief shall be an ex-officio member of the Board but shall have no right to vote on matters coming before the Board.
- 6) Each of the appointees, including the at-large member, shall hold office until their replacement is appointed as provided herein.
- 7) Vacancies shall be filled by the appropriate appointing Board consistent with the provisions contained herein related to appointees to the Board.

B. The Board shall have the exclusive authority to manage and operate the provision of fire protection services to the City and Township and shall have, except as otherwise provided or limited by the terms of this agreement, such power as may be required for the faithful performance of its duties.

- C. The Board shall develop and maintain a command structure for the Fire Department which shall be headed by a Fire Chief who shall be appointed to a majority vote of both the Township Board and the City Council and shall serve at the pleasure of the Board. The terms and conditions of employment for the Fire Chief shall be set forth in a separate employment agreement. The termination of the Fire Chief shall require a super majority vote of the Fire Board. Such termination of the Fire Chief appointment or termination of the Fire Chief by the Board may be overruled by a majority vote of both the Township board and the City Council, but such votes must occur within sixty (60) days of termination.

The SCAFD Chief shall seek, and interview paid, on-call firefighters and shall recommend, in writing to the SCAFD Board, the hiring of all employees. All employees shall be hired by a majority vote of the SCAFD Board. The number of employees shall be limited by the budget allocated to the SCAFD by the Township Board and the City Council. Employees of the SCAFD may only be terminated following a written recommendation to the SCAFD Board by the SCAFD Chief. Employees of the SCAFD may only be terminated following being terminated by a majority vote of the SCAFD board.

No member of the Township Board or the City Council shall be eligible for the appointment to, or serve as an employee of the SCAFD, including in the capacity as either a full or part-time Firefighter, whether paid, on-call or volunteer.

- D. The Board shall provide the fire protection services provided for herein through the use of paid on-call firefighters; provided, however, that the Board shall not have the authority to hire or otherwise retain full-time or part-time personnel without there being funds in the budget for such hiring or retention. Nothing contained herein shall prohibit the Board from contracting with a volunteer or on-call organization for services on an “as needed basis”
- E. The SCAFD Board and its members shall be responsible for reasonable reporting requirements and providing information to the Township or the City as requested.

4. BYLAWS

The SCAFD Board shall establish its own Officers and adopt bylaws to govern the conduct of meetings. The SCAFD Board shall not adopts any rules or regulations that exceed the provisions of this Agreement or the provisions of [MCL 124.501 et al].

The SCAFD Board shall only operate and conduct business with a quorum of five (5) members present and by a super majority vote of the entire membership, **which is seven (7) Members. Five (5) votes is a super majority.**

5. FIRE HALLS

- A. The Township hereby provides the fire hall located at 1494 Seymour Road in the Township at the disposal of the Board for its use during the effective period of this Agreement.

- B. The City hereby provides the fire hall located at 8100-B Civic Drive in the City at the disposal of the Board for its use during the effective period of this Agreement:
- C. Such use shall be subject to the following:

- 1) The City and Township shall each retain ownership of, or lease rights to the fire halls so designated and the Board shall have no power to use or authorize the use of the fire halls for any use other than the provision of fire protection services to the City and Township, unless authority for such other use or activity is obtained in writing, email acceptable, from the City (as to the City's fire hall) or the Township (as to the Township fire hall).
- 2) The Board shall not engage in any activity or take any action which will result in a lien, mortgage, or other encumbrance on the title of the City or the Township to their respective fire halls or the land on which they are located.
- 3) The Board shall be responsible for payment of all utilities for the designated fire hall during the effective period of this Agreement.
- 4) No additions and/or alternations to said fire halls may be made by the Board without the express prior written approval of the governmental unit owning said structure; provided, however, that upon termination of this Agreement such additions and/or improvements shall become the property of the governmental unit owning the structure.
- 5) Building featured including the roof, outside walls, flooring, plumbing, mechanical, and electrical shall be the responsibility of the municipalities, save for the instances in which Lessee is responsible for the damage to the same.
- 6) Municipalities shall provide lawn mowing services and snow/ice removal services for the parking areas.

6. ~~TOWNSHIP & TAHOE~~

~~The 2006 Chevy Tahoe 1GNEK13Z96J119966, presently owned by the Township, shall be and is hereby placed at the use of the Board for the provision of fire services as provided for in this Agreement, subject to the following conditions:~~

- ~~A. The Board shall be responsible for and maintain public liability and property damage insurance upon said vehicle with the Township being named as a co-insured.~~
- ~~B. Said vehicle shall remain titled in the name of the Township.~~
- ~~C. Upon dissolution of the Board, said vehicle shall be returned to the Township and/or the Township shall have the right to summary repossession of said vehicle. The Board shall have no control whatsoever over said vehicle upon dissolution of the Board.~~

7 8. SCAFD ASSETS

- A. Except as may be provided above as to the fire halls ~~and the 2006 Chevy Tahoe~~, the City and Township shall each have an undivided one-half (1/2) interest in and to all assets of the Board. An inventory of said assets shall be prepared annually by the Board and filed with the City Clerk and the Township Clerk as provided in subparagraph D, below.
- B. All of the assets of the Board shall be housed at the fire halls designated within this agreement in such quantities as shall, within the discretion of the Board, provide maximum efficient fire protection services for the areas to be provided such service.
- C. Assets that are determined by the Board to have no value, due to age or damage, shall be destroyed. Assets that have value, but are no longer needed by the SCAFD, shall be sold by sealed bid, RFP, auction or online internet auction to the highest bidder. The Board shall create and implement a policy for disposal of such assets. Assets that have been sold shall be logged as such on the annual inventory for at least one year.
- D. The Board shall file an annual inventory of such assets with the City and the Township no later than February 15th of each year. The inventory should include individual assets valued at \$500.00 or more at time of purchase or donation and like-kind assets that, in their aggregate, are valued at \$500.00 or more. The form of the inventory should contain the following, if possible:
1. Description
 2. Cost per item
 3. Quantity
 4. Purchase Date
 5. Life of assets
 6. Serial Number
 7. Model Number
 8. Location
 9. Assets Condition
 10. Manufacture if applicable
 11. Disposal Information when ~~is the~~ asset ~~is~~ no longer in service – date retired, proceeds from disposal
 12. Insurance information if relevant – insurer, policy expiration, policy number, insured value.

9. ADDITIONAL ASSETS

Nothing contained herein shall prohibit the City or the Township from acquiring such additional equipment and/or providing such additional services as it seems to be used within its boundaries. Such additional equipment and/or services provided shall not be subject to the terms of this Agreement and ownership of same shall not be shared.

10. INSURANCE

The Board shall secure and keep in force and effect during the effective period of this Agreement appropriate property damage and public liability insurance insuring its activities in such amounts as it sees fit; however, in no instance shall such limits of insurance be less than One Million Dollars (\$1,000,000) Single Limit Public Liability and Property Damage Policy, with a Three Million Dollar (\$3,000,000.00) Umbrella. In addition, thereto the Board shall secure and keep in force and effect during the effective period of the Agreement appropriate workmen's Compensation Insurance coverage and any other insurance coverage's required by law.

11. SERVICES TO OTHER GOVERNMENT UNITS

The Board shall not provide fire protection services to other governmental units, by contract or otherwise, without first obtaining the approval of the City and the Township before such services are rendered; provided, however, that such prohibition shall not extend to participation by the Board in a mutual aid pact with other units of government. Pursuant to the SCAFD Evaluation, all current mutual aid pacts should be reviewed by the SCAFD Board to redefine the terms under which automatic mutual aid is provided to obtain a more equitable balance of services. All aid agreements currently in place shall become attachments to this agreement. Any future aid agreements shall be approved by the City and the Township.

12. BOOKS AND RECORDS; ANNUAL AUDIT

- A. The Board shall provide for the keeping of books and records regarding its operation. The keeping of such books and records shall conform to generally accepted accounting principles.
- B. The Board shall provide for an annual audit of its revenue and expenditure. The auditing firm shall be selected through competitive bidding every 3 years ~~and the same firm shall not be selected for more than two (2) consecutive terms.~~
- C. The audit shall be completed no later than ninety (90) days following the close of the Board's fiscal year, and a copy of said audit shall be submitted to the City Clerk and the Township Clerk within seven (7) days after its review by the Fireboard.

13. FISCAL YEAR; BUDGET

- A. The fiscal year of the Board shall be from January 1 through December 31.
- B. Beginning no later than August 1 of each year, the City Manager and the Township Supervisor shall meet with the Fire Chief and develop a draft budget. ~~Such draft shall reasonably reflect the findings and recommendations set forth in the Swartz Creek Area Fire Department Evaluation adopted in January 2008 by the City and the Township.~~ The draft budget shall be submitted to the Board no later than October 1.

- C. The Board shall review the proposed budget of its anticipated expenses, including any suggested amendments, and shall by a super majority vote of the Board, forward same to the City Council and Township Board for approval no later than October 31 of each year. The City and the Township may approve the budget as presented or may approve it with amendments. The final budget shall be in such form as shall be approved by both the City and the Township.
- D. Upon approval of the final budget, the City and the Township shall each appropriate its share of the funding for said budget, and such funds shall be transmitted to the SCAFD Board for its use. Once the final budget is approved, such sums as each party are required to contribute shall be a debt of each notwithstanding any subsequent disagreement between the parties.
- E. The SCAFD Board shall expend funds pursuant to the adopted budget; provided, however, the Board shall have the authority within a single year, without the approval of the City and Township, to amend line item(s) expenditures by an amount not to exceed ~~ten percent (10%)~~ **five percent (5%)** of the ~~amount provided for the subject line item in the~~ final budget as approved by the City and the Township, so long as the total budget is not exceeded. Line-item budget amendments exceeding ~~ten percent (10%)~~ **five percent of the total budget**, singularly or cumulatively in a single fiscal year shall require approval of both the City and Township.
- F. The Board shall not exceed the budget as approved by the City and Township without express prior approval by both the City and Township who, concurrent with such approval, shall appropriate such sums as are necessary to finance such increased expense. No additional line items shall be added or included in the approved budgets without approval of the legislative bodies of both municipalities.

14. CAPITAL IMPROVEMENT FUND

~~Pursuant to the Swartz Creek Area Fire Department Evaluation, adopted in January 2008 by~~
~~†The City and the Township, agree a Capital Improvement Program Fund (CIPF) is hereby~~
~~established~~ **within each municipal unit of government.** ~~The budget for the CIPF shall be~~
~~established annually in the same manner and at the same time as the annual operating~~
~~budget. The City and the Township shall determine an amount to be contributed to their~~ CIPF,
~~said contribution to be appropriated each year. at the same time as the annual appropriation~~
~~for operation of the Board is made at the beginning of each unit's fiscal year. CIP Funds~~
~~contributed by the City and the Township shall be held and independently accounted for by the~~
~~Board and shall be invested in an interest bearing account. The Board shall adopt an~~
~~investment policy that conforms to the State of Michigan's authorized and suitable investments~~
~~for local units of government (1988 Public Act 239, M.C.L. 129.91) The Board may not use or~~
~~expend any funds in the CIPF without the prior approval by a majority vote of both the~~
~~township board and the city council. The City and the Township, by a mutual agreement of the~~
~~majority of each governing boards, may elect to deposit any unspent operating funds left over~~
~~from a previous year budget, into the CIPF.~~

~~The SCAFD Board shall exhaust all CIPF funds prior to seeking any financing for capital purchases from the Township or the City.~~

15. COSTS OF FIRE RUNS; LABOR COSTS

Except as to the labor costs attendant with each fire run, the entire cost of providing fire protection services as agreed to herein shall be borne by the City and Township equally. As to labor costs attendant with each fire run, it is hereby agreed that such cost shall be borne solely by the party, City or Township, wherein the service is provided. Such costs shall be provided for in the budget required by paragraph 13 hereof. The City and the Township, **as suggested in the January 2008 Fire Department Evaluation**, shall work to develop a cost recovery ordinance that both municipalities can adopt and implement.

16. EFFECTIVE DATE; TERMS; EXPIRATION OF TERM

The effective date of this agreement is **September 1, 2025**. The term of this Agreement shall be **September 1, 2025 through August 31, 2028**. The expiration of this agreement shall not operate to relieve the City or the Township of their financial obligations hereunder. The financial obligations of each party shall continue until all termination activities set forth in paragraph 16, below, are completed.

17. TERMINATION

Upon termination of this agreement, the Board shall proceed as follows:

- A. At least sixty (60) days prior to the termination date, the Board shall cause its last annual inventory to be made current.
- B. The Board shall cause an appraisal to be made of all of the assets under its control other than the fire halls and the **2006 Chevy Tahoe** described in sections 7 and 8. Said appraisal shall be made no later than thirty (30) days prior to the date of termination and shall be submitted to the City Clerk and the Township Clerk forthwith.
- C. The Board shall attempt to assign the assets to the parties consistent with the provisions and intent of this agreement. Upon completion of such asset assignment, the Board shall recommend same to the City and the Township. Upon agreement of the City and the Township, the Board shall assign the assets to the parties.
- E. Notwithstanding the termination date and/or its attempts to assign the assets, the Board shall continue to perform its duties and obligations until the effective date of the termination of this agreement.

18. NEGOTIATED ASSIGNMENT

The parties need not wait for the recommendation of the Board as to the division and assignment of assets, but may commence negotiations relative to such division and assignment at any time prior to the termination date; provided, however, that the parties by and through their respective governing bodies, shall meet no less than sixty (60) days prior to effective date of termination, if agreement or assignment of assets has not otherwise occurred,

to negotiate assignment of assets and/or the providing for an orderly transition and continuing of fire protection services beyond the termination date.

19. NOTICES

Any notice, demand, or communication required, permitted, or desired to be given under this agreement shall be deemed effectively given when personally delivered or mailed by certified mail addressed as follows:

If to the City:

City of Swartz Creek
C/O City Manager
8083 Civic Drive
Swartz Creek, MI 48473
Attention: City Manager

If to the Township:

Clayton Township
C/O Township Supervisor
2011 South Morrish Road
Swartz Creek, MI 48473
Attention: Township Supervisor

The parties may, by notice given hereunder, designate any further or different address to which subsequent notices, demands, or communications may be given.

20. SEVERABILITY

If any provision of this agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this agreement which shall remain in full force and effect and enforceable in accordance with its terms.

21. ENTIRE AGREEMENT

This agreement supersedes all previous or contemporaneous negotiations and/or agreements and constitutes the entire agreement between the parties with respect to the joint provision of fire protection services in the City and the Township. No verbal statements or prior written materials not specifically incorporated in this agreement have been relied upon by the parties in entering into this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.

(Signature Page to Follow)

DRAFT

TOWNSHIP OF CLAYTON

Dated: _____, 2025

By: _____
Ted Henry, Supervisor

Dated: _____, 2025

By: _____
Dennis Milem, Township Clerk

CITY OF SWARTZ CREEK

Dated: _____, 2025

By: _____
Nathan Henry, Mayor

Dated: _____, 2025

By: _____
Renee Kraft, City Clerk



RESOLUTION # _____

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

DATE OF REQUEST: July 29, 2025
SPONSOR ORGANIZATION: Swartz Creek HS - Student Council
AUTHORIZED REPRESENTATIVE: Jamie Dammann / Rachelle Derschow / Nycole Mitchell
WORK ADDRESS: One Dragon Dr. HOME ADDRESS: _____
PHONE NO: WORK (810) 591-1806 HOME: () _____ CELL: (810) 219-1477
EMAIL ADDRESS: rderschow@swerk.org
TYPE OF EVENT: (check box)
PARADE ☒ ** (Draw Route on Attached Map) CARNIVAL ☐
FOOT/BIKE RACE ☐ CRAFT SHOW ☐
CONCERT ☐ OTHER: _____
DATE OF EVENT: 9/24/25
TIME OF EVENT: FROM: 4:30 AM/PM TO: 6:30 AM/PM * Parade begins @ 5 PM
ESTIMATED NUMBER OF PARTICIPANTS: _____
DESCRIPTION OF EVENT; NOTE STREETS REQUESTED TO BE CLOSED/USED:
Crapo → Maple → Morrish → Miller → Fairchild → Dirt Road along SCMS
* Homecoming Court ends @ HS gym lot
* Floats end at MS north lot

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: Swartz Creek High School - BY: [Signature]
(Organization) Student Council (Authorized Representative)

APPROVED BY: _____
(Chief of Police) (Street Administrator)

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

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

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 thoroughfares 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: Rachelle Buscha
(Event Coordinator or Representative)

For: SCHS - Student Council
(Organization)



City of Swartz Creek Downtown & Schools





CEM Support Center

Consumers Energy, Lansing Service Center, Rm. 122, 530 W. Willow St., Lansing, MI 48906-4754

July 30, 2025

NOTIFICATION #:
1072828293

CITY OF SWARTZ CREEK
8083 CIVIC DR
SWARTZ CREEK, MI 48473-1377

REFERENCE: CAPPY LN, DON SHENK DR, SWARTZ CREEK

Dear Valued Customer,

Thank you for contacting Consumers Energy for your energy needs. Please note the Notification Number above and include it on any correspondence you send. Please note the Account Number, located above the Account Name on your invoice, when submitting payment.

Enclosed for approval and signature is the original Authorization for Change and Resolution covering the replacement and/or installation of streetlight(s). You are responsible for the final restoration.

The estimated cost for your energy request is as follows:

Non Refundable Agreement for Installation of Electric Facilities:

Winter Construction Costs:	\$ -
Installation Charge:	\$ 37,640.00
Additional Costs	
Total Estimated Cost:	\$ 37,640.00
Less Prepayment Received:	\$ -
Total Estimated Cost Due:	<u>\$37,640.00</u>

Please sign and return the original Authorization for Change and Resolution in the enclosed self-addressed envelope or email to: POBoxCEServiceRequest@cmsenergy.com. Payment in full is required before the installation can be scheduled for construction.

Please review all attached materials carefully and direct inquiries for your request to:

GABRIEL S POLETTI at 844-316-9537 .



A CMS Energy Company

Dear New Electric Customer:

Thank you for your request for electric service. In order to expedite your request and meet your schedule, we have developed the following list of items requiring action by you (Customer Responsibilities). These requirements must be met before we can install your service.

CUSTOMER RESPONSIBILITIES

- 1) Service Location: A copy of our design document may be included in your customer packet. If included, your service entrance equipment should be located at the spot indicated by an "X" as shown on the design document (Form 2804). Install the meter socket 3½ - 5 feet above final grade of this location.
- 2) Meter Socket: Residential metering equipment furnished free of charge, owned and maintained by Consumers Energy includes: meters and one or two position self-contained meter sockets. Contact the company representative assigned to your notification for locations to pick-up the meter socket. For metering installations that require a three or more position self-contained meter socket, the customer will be required to purchase approved meter sockets from a distributor or supplier of their choice.
- 3) Payment: An invoice may be included in your customer packet. If included, the deposit amount on the invoice must be paid prior to installation of your service. Additional charges may apply and will be billed/or a refund issued upon completion of your service installation.
- 4) Site Conditions: The site must be within three (3) inches of final grade before we can install your service. If you have requested an underground service, you will need to clear a 12-foot wide path that is free of building materials, brush, trees, shrubs, etc, along the proposed service route to avoid delays. Our Forestry Department can provide this service for you at an additional charge. For overhead service, nominal line clearing will be provided at no charge. Any extensive line clearing may require additional charges. After your service is installed, we will backfill and place excavated earth over the trench. You are responsible for the final restoration and ensuring that the grading over the trench is at the required level.
- 5) Staking: To avoid damage, you must mark (stake) your existing private underground facilities such as: well, septic systems, sprinkler system, any underground wires, buried LPG tanks, piping, or other unusual buried facilities. These stakes must be apparent when we arrive to install the service. We cannot reimburse you for damage to facilities that are not properly staked. You do not need to stake the utilities' electric, gas or communication lines.
- 6) Mobile Home or Temporary Service: If you requested service to a mobile home or temporary electric service, you will be required to set your own pole or install a pipe for underground service in accordance with Consumers Energy specifications. Contact the Consumers Energy representative assigned to your notification for additional information.
- 7) Construction Repair: If additional line work is required to reach your location due to site conditions or other unusual circumstances, extra charges may be incurred.
- 8) **ELECTRICAL INSPECTION: YOU ARE RESPONSIBLE FOR ENSURING THAT ALL ELECTRICAL PERMITS AND INSPECTIONS ARE OBTAINED BEFORE ANY SERVICE CONNECTIONS CAN BE MADE. WIRINGS MUST COMPLY WITH LOCAL AND STATE ELECTRICAL CODES. NOTE: CAUTION SHOULD BE USED WHEN WORKING INSIDE FUSE PANEL. PANEL MAY BE ENERGIZED AFTER SERVICE IS**
- 9) Additional Charges: Underground services installed during the months of December through April may be subject to an additional charge. Unusual site conditions may also require an additional charge. These charges will be communicated to you in advance of construction.
- 10) Joint Trenching: Discounts for installation of electric and gas service in the same trench (joint trench) are applied in calculating the gas service contribution.
- 11) Usage Rate: Customers are billed at a general service rate while the structure is under construction. If the structure is a home, then the owner of the home, upon receiving a Certificate of Occupancy, should call 1-800-477-5050 to ensure the gas and/or electric rates are changed to an appropriate rate.

Please keep these procedures in a convenient location to review as we proceed with designing your service and constructing the job. If any of the characteristics of the service request are changed and not communicated to us, you may experience delays and/or additional charges.

If you have any questions regarding these requirements please direct inquiries to:

GABRIEL S POLETTI at **844-316-9537**

Customer Site Readiness Photo Instructions Electric Overhead and Underground Service



Before Consumers Energy can install your service, your site must pass the Company's site readiness check. To prepare for this milestone, you must return a signed and completed **GO-READY Checklist** (attached to your invoice) along with site readiness photos.

Submit the checklist and photos to email address: <mailto:poboxservicerequest@cmsenergy.com> or to your assigned project coordinator. In the subject line, include the site address and the Consumers Energy assigned notification number.

Site readiness photo submission is a regulatory requirement. When submitting, follow the requirements in this document.

Requirements for Site Readiness

For electric metering requirements, refer to [Electric Service and Metering Information and Requirements, Section 10-12](#).

New Business Electric Service

- Meter socket inspection and approval is required. Acceptable approval methods are a sticker on the meter socket, or an email or verbal approval from your inspector.
- Electrical metering equipment shall not be adjacent to gas pipes or closer than 3 feet to a gas meter and/or fuel source.
- If there are multiple meters, the meter sockets must be labeled with the address or unit number using address stickers or Consumers Energy aluminum meter tags.
- Site must be (at a minimum) to rough grade. Meter must be installed 3 feet 6 inches to 5 feet above final grade.
- Permanent services must be installed securely on the residence and temporary power will be removed.
- The customer shall furnish suitable support for CE service drop attachment and in no case will CE be responsible for the damage to any building or structure to which a service drop attachment is made.
- Meter location must maintain 5 feet of horizontal and 3 feet of vertical clearance to decks, fire escapes, or other similar installations.
- Meter and mast location must maintain 3 feet of clearance to windows in any direction for overhead electric service.
- Meter base is to be securely installed at a Consumers Energy approved location on the customer's premise.
- A 12-foot-wide clear proposed service pathway is required from the meter location to the source for direct-buried underground service. If a 12-foot clearance is not possible due to lot size/constraints, identify the maximum width of the clear path and discuss alternate installation methods with your Project Coordinator.
- Customer supplied pedestal must be installed for mobile homes, basement homes and well houses. Pedestal must conform to CE requirements. Contact your Project Coordinator for Consumers Energy's electric meter pedestal requirements.
- Multi-meter/brackets are not to be mounted on customers' switchboards, cubicles, or metal frames without obtaining the Company's approval.
- Meters and customer service equipment for two or more customers occupying apartments or offices in the same building are to be grouped in one location.
- Meters and customer service equipment for two or more customers occupying apartments or offices in the same building are to be grouped in one location.
- The service equipment must be readily accessible and shall not be located in areas where the only entrance is through a trap door, by ladder, or in any location difficult to enter in an emergency, nor in wet, dirty, or cramped areas.
- The customer shall install the metering equipment and pedestal to meet the minimum clearance requirements below unless Consumers Energy requires a greater clearance.
 - 3 feet minimum around the metering pedestal.
 - 5 feet minimum in front of the metering equipment.
- Private utilities must be marked.

Electric Meter/Service Relocate

Follow the requirements for New Business.

- Meter will not be installed in a new location unless the customer's meter socket is visible in submitted photos. Otherwise, if the Project Coordinator releases the work to be completed by our distribution crews, then only the new service line will be installed.
 - The customer will be without a meter and electric supply to their property until the customer's meter socket is installed and the Project Coordinator is notified of the installation.
- If the meter is not being relocated or coordination is for the same day, communication to be facilitated with Project Coordinator.

Consumers Energy
One Energy Plaza
Jackson, MI 49201

Count on Us

Electric Meter Upgrade

- Meter location to show current meter/meter bracket.
- Photo must be taken at least 5 feet back to show a clear view of the meter location from ground to meter or overhead service to meter depending on the type of service installed at said location.
- If the service wire needs to be upgraded, a 12-foot-wide clear proposed service pathway is required from the meter location to the source for direct-buried underground service. If a 12-foot clearance is not possible due to lot size/constraints, identify the maximum width of the clear path and discuss alternate installation methods with your Project Coordinator.

Electric Meter Set

Follow the requirements for Meter Upgrade.

- The customer must inform Consumers Energy specifically which meter(s) need(s) to be set for the initial request.
- Customer supplied pedestal must be installed for mobile homes, basement homes and well houses. Pedestal must conform to CE requirements. Contact your Project Coordinator for Consumers Energy's electric meter pedestal requirements.
- Multi-meter/brackets are not to be mounted on customer's switchboards, cubicles, or metal frames without obtaining the Company's approval.
 - All newly constructed private families (i.e., single-family homes) and multifamily (i.e. apartments) shall have separately metered households.
 - Multiple meters, the meter socket must be labeled with the address or unit number.
 - The meter bank area is clear of debris.

Retire/Renew Electric Service

Follow the requirements for New Business.

- The meter area and service path must be clear of debris to retire the service. Crews must be able to access the service/meter.

Temporary Electric Service

Follow the requirements for New Business.

- See requirements in [Electric Service and Metering Information and Requirements](#), Section 10-4-3, Temporary Service.

Photo Instructions – Electric

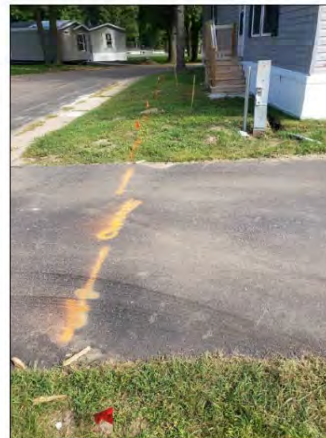
Site readiness photo submission is a regulatory requirement.



Rough grade.



Clear pathway from meter location to street.



Private utilities marked or flagged.



Meter location marked.



Meter installed 3 feet 6 inches to 5 feet above final grade.



Multiple meter labelling. Meters must be labelled with address or unit number.



Approved overhead service, meter set only.



Approved overhead permanent service and clear path.



Approved overhead temporary service and a clear path.



Meter socket inspection sticker.

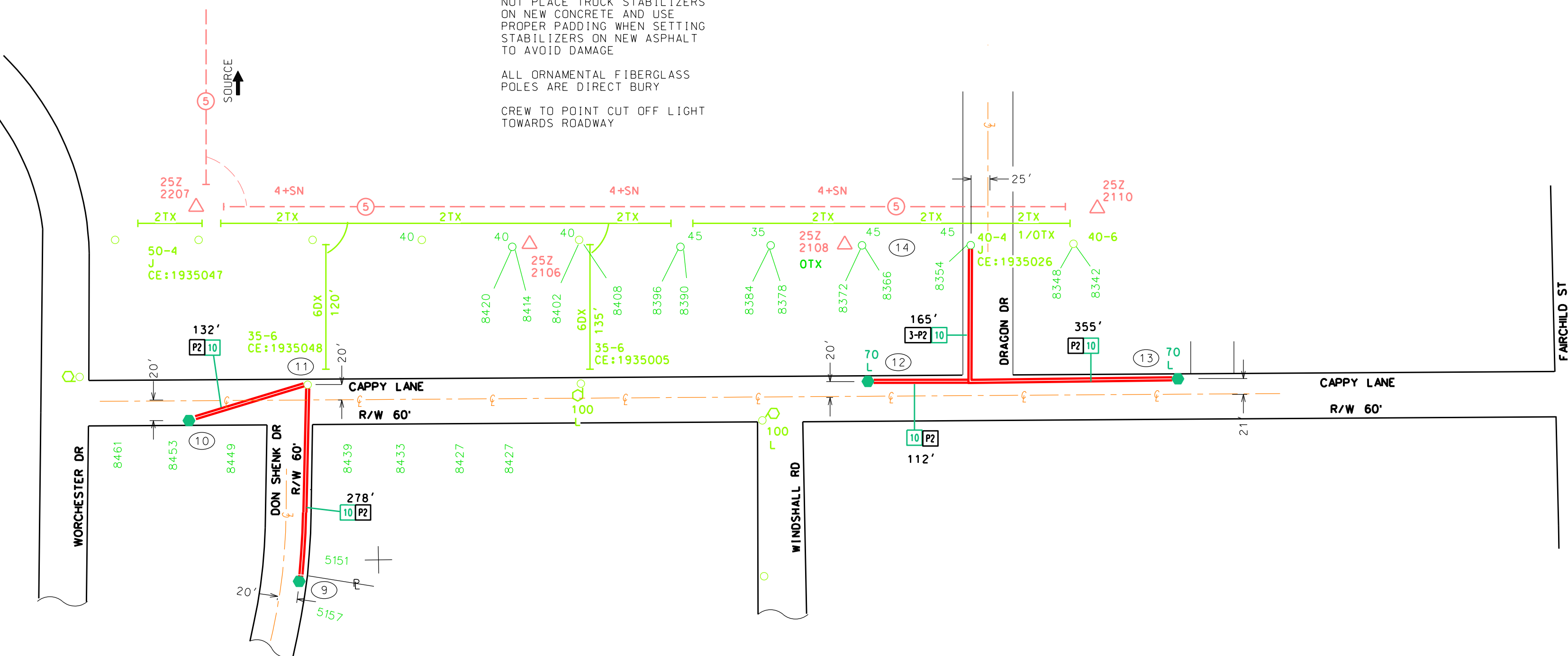


* CREW NOTE *

CREWS TO BE CAUTIOUS TO NOT PLACE TRUCK STABILIZERS ON NEW CONCRETE AND USE PROPER PADDING WHEN SETTING STABILIZERS ON NEW ASPHALT TO AVOID DAMAGE

ALL ORNAMENTAL FIBERGLASS POLES ARE DIRECT BURY

CREW TO POINT CUT OFF LIGHT TOWARDS ROADWAY



11 INSTALL
(2) SEC RISER
FIGURE 63-20-1

9 10 INSTALL
14' ORNAMENTAL BLK
FG FLUTED POLE
FIGURE 42-212-3 DETAIL A
AVERY POST TOP FIXTURE 70W
FIGURE 42-215-8

12 13 INSTALL
14' ORNAMENTAL BLK
FG FLUTED POLE
FIGURE 42-212-3 DETAIL A
AVERY POST TOP FIXTURE 70W
FIGURE 42-215-8

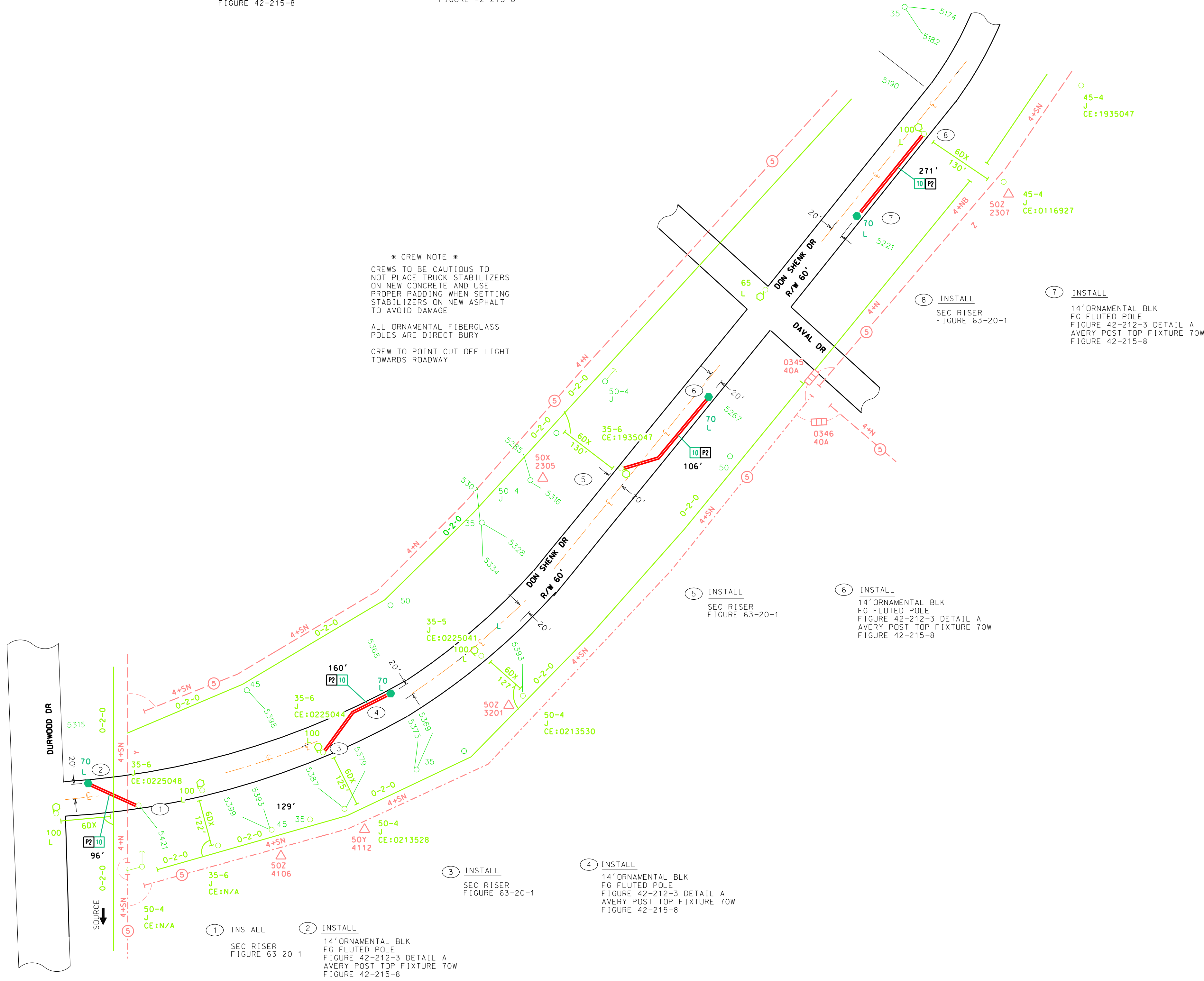
14 INSTALL
(2) SEC RISER
FIGURE 63-20-1

* CREW NOTE *

CREWS TO BE CAUTIOUS TO NOT PLACE TRUCK STABILIZERS ON NEW CONCRETE AND USE PROPER PADDING WHEN SETTING STABILIZERS ON NEW ASPHALT TO AVOID DAMAGE

ALL ORNAMENTAL FIBERGLASS POLES ARE DIRECT BURY

CREW TO POINT CUT OFF LIGHT TOWARDS ROADWAY



8 INSTALL
SEC RISER
FIGURE 63-20-1

7 INSTALL
14' ORNAMENTAL BLK
FG FLUTED POLE
FIGURE 42-212-3 DETAIL A
AVERY POST TOP FIXTURE 70W
FIGURE 42-215-8

5 INSTALL
SEC RISER
FIGURE 63-20-1

6 INSTALL
14' ORNAMENTAL BLK
FG FLUTED POLE
FIGURE 42-212-3 DETAIL A
AVERY POST TOP FIXTURE 70W
FIGURE 42-215-8

3 INSTALL
SEC RISER
FIGURE 63-20-1

4 INSTALL
14' ORNAMENTAL BLK
FG FLUTED POLE
FIGURE 42-212-3 DETAIL A
AVERY POST TOP FIXTURE 70W
FIGURE 42-215-8

1 INSTALL
SEC RISER
FIGURE 63-20-1

2 INSTALL
14' ORNAMENTAL BLK
FG FLUTED POLE
FIGURE 42-212-3 DETAIL A
AVERY POST TOP FIXTURE 70W
FIGURE 42-215-8

UNDERGROUND LEGEND

- Single-phase primary
- Open wye primary
- Three-phase primary
- Single-phase secondary
- Combination light and power secondary
- Three-phase power secondary
- Single-phase service
- Combination lighting and power service
- Three-phase power service
- Streetlighting conductor (2/C-10 CU)
- Streetlighting conductor (2/C-8 AL)
- Covered neutral conductor for ducts
- Streetlighting conductor (3/C-11/0 AL)

CONDUIT

P2 2" Plastic P3 3" Plastic P4 4" Plastic P6 6" Plastic

S2 2" Steel S3 3" Steel S4 4" Steel S5 5" Steel S6 6" Steel

BR3 Bore 3" Hole BR4 Bore 4" Hole BR6 Bore 6" Hole

PROP. ELEC. CONDUCTORS ONLY

PROP. ELEC. AND GAS LINES ONLY

PROP. GAS LINE ONLY

PROP. ELEC., GAS AND TELECOMMUNICATIONS

EXIST. ELEC. CONDUCTORS ONLY

EXIST. GAS LINE ONLY

FUTURE ELECTRIC TRENCH

CABLE MATERIAL AND SIZE

A. No 2 AL cable, 175 mils, 15KV, or secondary.

B. No 1/0 AL cable, 175 mils, 15KV, or secondary.

C. No 3/0 AL cable, 175 mils, 15KV, or secondary.

D. 350 kcmil AL cable, 175 mils, 15KV, or secondary.

E. 500 kcmil copper cable, 175 mils, 15KV, or secondary.

F. 750 kcmil AL cable, 175 mils, 15KV, or secondary.

FF. 1000 kcmil AL cable, 175 mils, tree-retardant INS, 25KV, jacketed.

V. 350 kcmil AL, stranded, 260 mils, 25KV, jacketed.

VT. 350 kcmil AL cable, 260 mils, tree-retardant INS, 25KV, jacketed.

W. 750 kcmil AL, stranded, 280 mils, 28KV, jacketed.

WT. 750 kcmil AL cable, 280 mils, 28KV, jacketed.

J. Cable joint.

K. 350 kcmil AL cable, 260 mils, 25KV.

M. Marker to locate cable.

N. Refer to Note on Drawing, N1 for Note 1, etc.

R. No 1/0 AL, solid cable, 280 mils, 28KV.

T. No 1/0 AL, stranded cable, 280 mils, 28KV, jacketed.

TT. No 1/0 AL, stranded cable, 260 mils, tree-retardant INS, 25KV, jacketed.

VV. 350 kcmil AL, stranded, 260 mils, 25KV, jacketed.

VT. 350 kcmil AL cable, 260 mils, tree-retardant INS, 25KV, jacketed.

W. 750 kcmil AL, stranded, 280 mils, 28KV, jacketed.

WT. 750 kcmil AL cable, 280 mils, 28KV, jacketed.

EX: [3R] - No 1/0 solid AL cable for three-phase primary

[3G40] - No 1/0 AL cable for 3-phase primary and 550 AL cable for 1-phase secondary

CONDUCTOR CHANGE

SUBSTATION
SWARTZ CREEK

WD NO.
Q398

CIRCUIT
MDRRISH ROAD

CKT NO.
Q1

TLM NUMBER
0655022108

OF
RODS

OHMS

CE STAKING REQ'D ☒ Yes ☐ No

FORESTRY REQ'D ☐ Yes ☒ No

Consumer's Energy

A CMS Energy Company

ELECTRIC

SHEET D SHEET 1 OF 1

SCALE 1"=120'

METER ORDER NUMBER

METER NUMBER

READ

METER LOCATION

CAPPY LN., DON SHENK DR ECNC STL

CM NO. 100007908487

ORDER TYPE

MAT. TYPE

NOTIFICATION NUMBER

DESIGN NUMBER

ORDER NUMBER

JOB PURPOSE:

INSTALLATION OF DECORATIVE STREETLIGHT FOR CITY OF SWARTZ CREEK

UPSTREAM SECTIONALIZING DEVICE:

MULTIPLE XFMR'S

LOCATION:

SEE LOCATIONS ON PRINT

CONSUMERS ENERGY CONTACTS

DEPARTMENT

NAME

NUMBER

COORDINATOR

CABE POLETTI

JEREMY CLARK

DESIGNER

810-241-8179

810-760-3342

PLEASE RETURN THE CHECKED DOCUMENTS BELOW TO CONSUMERS ENERGY IN THE ENVELOPE PROVIDED	
TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: POBoxCEServiceRequest@cmsenergy.com	
<input checked="" type="checkbox"/>	AGREEMENT FOR INSTALLATION (Please return all pages of contracts) (Form 93, Form 94 and Form 95 - 2 Page Document Each) (Form 861, Form 862 and Form 230 - 4 Page Document Each)
<input checked="" type="checkbox"/>	PAYMENT WITH INVOICE STUB (BOTTOM STUB IS REQUIRED FOR PROCESSING)
<input type="checkbox"/>	REQUEST FOR ELEVATED CUSTOMER DELIVERY PRESSURE
<input checked="" type="checkbox"/>	STANDARD LIGHTING CONTRACT (MUST BE CERTIFIED BY CLERK) EMAIL STREETLIGHT CONTRACTS TO: street_lighting@cmsenergy.com
<input type="checkbox"/>	SIGNED CUSTOMER ATTACHMENT PROGRAM (CAP) CONTRACT (PLEASE ENSURE TO CHECK PAYMENT OPTION ON CONTRACT)
<input type="checkbox"/>	GO READY FORM (FORM 1250) TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: POBoxCEServiceRequest@cmsenergy.com
<input type="checkbox"/>	SITE READY PHOTO(S) TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: POBoxCEServiceRequest@cmsenergy.com
<input type="checkbox"/>	OTHER:
ELECTRIC SERVICE NOTIFICATION:	
GAS SERVICE NOTIFICATION:	
ELECTRIC OH DISTRIBUTION NOTIFICATION:	
ELECTRIC UG DISTRIBUTION NOTIFICATION:	
GAS MAIN NOTIFICATION:	
STREETLIGHT NOTIFICATION: 1072828293	



AGREEMENT FOR MODIFICATIONS OF
ELECTRIC FACILITIES (NONREFUNDABLE)

PART I

Effective Date: 6/3/2025 Notification Number: 1072828293
(Drawing Attached, Exhibit A)

Company:

CONSUMERS ENERGY COMPANY
a Michigan Corporation

Customer:

CITY OF SWARTZ CREEK
(Name)

530 W. Willow St

8083 CIVIC DR

(Street and Number)

Lansing, MI 48909-7662

SWARTZ CREEK, MI 48473-1377

(Address)

(City, State and Zip Code)

Attention: ADAM ZETTLE

Service Location: CAPPY LN, DON SHENK DR

Township GAINES

County GENESEE

Town 06

Range 55

Section 01

Price: \$ 37,640.00

NOTE: ADDITIONAL CHARGES MAY BE OWED. SEE PART II, SECTION 2 and 5 FOR DETAILS.

The Price is good for sixty (60) days from the effective date above. Part II, CONSUMERS' FACILITIES AGREEMENT TERMS AND CONDITIONS is attached hereto and is a part of this Agreement. CUSTOMER ACKNOWLEDGES HAVING READ SAID TERMS AND CONDITIONS. CONSUMERS ENERGY COMPANY EXPRESSLY REJECTS ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS SET FORTH IN ANY PURCHASE ORDER ISSUED BY CUSTOMER OR IN ANY OTHER CONTRACT DOCUMENT ISSUED BY CUSTOMER.

CONSUMERS ENERGY COMPANY

CITY OF SWARTZ CREEK
(Customer)

By _____
(Signature)

By _____
(Signature)

(Print or Type Name)

(Print or Type Name)

(Date Signed)

(Date Signed)

Title _____

Title _____



**AGREEMENT FOR MODIFICATIONS OF
ELECTRIC FACILITIES (NONREFUNDABLE)**

**TERMS AND CONDITIONS
PART II**

1. For any new facilities being installed to accommodate new load to the Company's system, a non-refundable contribution pursuant to tariffs filed with the Michigan Public Service Commission (Rule C6) is included in the Price.

In consideration of Customer's request and agreement to pay all the costs of relocation/modification of Consumers' facilities, Consumers hereby agrees to relocate and/or modify its electric facilities. The facilities to be relocated or modified are shown on the drawing attached as Exhibit A. Pursuant to tariffs filed with the Michigan Public Service Commission (Rule C1), when relocation or modification of Consumers' facilities is requested or made necessary by a customer, all costs for the relocation or modification may be charged to the requesting party.

For the above mentioned activities, all costs are non-refundable and are due prior to the start of construction. The Customer shall pay the Price identified in Part I upon execution of this Agreement.

2. After all work is completed, Consumers will invoice the Customer for any additional amounts owed.

The Customer is solely responsible to contact the owner of any phone, cable TV or any other facility that may be attached to Consumers' poles and make arrangements for the removal and/or relocation of those facilities at the Customer's expense. The Price identified in Part I does not include any cost the owner of those facilities may charge for the removal and/or relocation.

The Customer shall also be responsible for additional extraordinary construction costs that result from, but are not limited to site conditions, environmental contamination, underground, or buried obstructions, permit fees or other governmental restrictions. If work is to be completed outside of Consumers' normal working hours at the Customer's request, incremental costs shall apply, and these costs will be the Customer's responsibility.

Any amounts to be paid pursuant to this Agreement are exclusive of federal, state, county, municipal, or local property, license, excise, sales use, gross receipt or similar tax with respect to the work covered hereunder and if Consumers is required by applicable law or regulation to pay or collect any such tax or if any such taxes are assessed against Consumers on account of performance of this Agreement, no matter when such assessment is made, then such tax or taxes shall be paid by the Customer to Consumers in addition to the amounts provided for herein.

3. Prior to the installation of the facilities, and as a condition precedent thereto, the Customer shall provide, at no expense to the Company, recordable easements, on a form provided by the Company, granting all necessary rights of way for installation and maintenance of said facilities. If said facilities are to serve a residential subdivision, said easements shall include, but not be limited to, rights of way for streetlighting in the subdivision by means of underground facilities, even though Consumers does not undertake to provide streetlighting facilities and service as a part of this Agreement. If said easements are not secured and delivered to Consumers within thirty (30) days after execution of this Agreement, Consumers may, at its option, refund all payments made to it hereunder by the Customer, without interest, after deducting reasonable expenses incurred by Consumers on account of this Agreement, and this Agreement shall thereupon terminate.

4. For any underground facilities included in the work to be performed hereunder, the Customer shall provide, at no expense to Consumers, rough grading (not more than three inches below finished grade) so that the underground facilities can be properly installed in relation to the finished grade level. The Customer shall maintain the average elevation within six feet of any cable, conduit wire, conductor or other underground facility thereafter at a level not to exceed twelve inches above or three inches below the grade level established at the time of installation of said underground facilities. Further, the Customer shall maintain the ground surface elevation in an area four feet wide around any transformer pad, subsurface transformer, junction vault or other support at an elevation of not less than three inches and not more than six inches below the base of any transformer mounted on a pad or other support and not more than six inches below the top of any subsurface transformer or junction vault; provided, however, that changes in the ground surface elevation in excess of the limits herein prescribed may be permitted upon written consent of Consumers. Consumers will backfill and place excavated earth over any area of construction; the Customer is responsible for the final restoration of the construction area.



AGREEMENT FOR MODIFICATIONS OF ELECTRIC FACILITIES (NONREFUNDABLE)

TERMS AND CONDITIONS (CONT.)

5. If any underground facilities or any portion thereof are to be installed between December 15 and April 15, the Customer shall, prior to installation of said underground facilities or portion thereof, pay Consumers an additional nonrefundable contribution per trench foot as stated in the "Computation of Electric Distribution System Line Extension Deposit and Contribution" for the portion of said facilities installed during said period (Winter construction/practical difficulties charge). The Customer will receive a credit for any part of such winter charge paid by other utilities for joint use of the trench or paid by the Customer for installation, by Consumers, of gas pipe in the same trench. No portion of said facilities will be installed between December 15 and April 15, unless the Customer has paid such additional contribution.

In addition, a further nonrefundable contribution in addition to that provided for herein may be required where, in Consumers' judgment, practical difficulties not considered in determining the Customer's estimate such as water conditions or rock near the surface are encountered during construction. If the Customer does not make such additional contribution within fifteen (15) days after receiving written notice of the necessity for and amount of such additional contribution, Consumers may, at its option, refund all payments made to it hereunder by the Customer, without interest and deducting reasonable expenses incurred by Consumers, and this Agreement shall thereupon terminate.

6. Consumers shall not be in breach of contract as a result of any delay in performing its obligations if such delay is due to strikes or other labor troubles; inability to obtain labor, materials, components, supplies, for any reason, including default of suppliers or subcontractors; acts of God; fire; flood; storm; earthquake or other natural calamities; war; insurrections; riot; embargoes; curtailment; order; regulations or restriction imposed by governmental authorities; or any other cause which is beyond the reasonable control of Consumers, whether of a similar or dissimilar nature and whether or not existing or foreseeable on the scheduled date of commencement of the work. Consumers shall have no obligation to settle any strike or other labor difficulty in a manner not completely satisfactory to it. Should any such delay occur, the time for the performance of Consumers' obligations shall be extended by a time equal to the length of the delay plus such additional time as is reasonably necessary to enable Consumers to resume performance of its obligations.

7. Consumers warrants that any work performed under this Agreement shall be performed by properly skilled personnel in accordance with generally accepted standards for the work being performed. The sole liability of Consumers for defective work under this warranty or otherwise, shall be limited to reperforming any such work on the same conditions as the original work. The foregoing is the Customer's exclusive remedy and, EXCEPT AS EXPRESSLY STATED HEREIN, THERE ARE NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

In no event shall Consumers be liable for any loss or damage whatsoever, by reason of its failure to discover, report or modify latent defect or defects inherent in the subject matter of the work. The aforementioned warranty is subject to the following conditions:

(a) Consumers shall not be responsible for repairs, replacements, or corrections made by others with respect to the work performed by Consumers.

(b) The Customer shall notify Consumers in writing of any breach or warranty with respect to the services performed by Consumers within ten (10) days after completion of the work.

8. THE TOTAL LIABILITY OF CONSUMERS, ITS AGENTS, EMPLOYEES, VENDORS AND CONTRACTORS WITH RESPECT TO ANY AND ALL CLAIMS ARISING OUT OF THIS CONTRACT INCLUDING THE PERFORMANCE OF OBLIGATIONS IN CONNECTION WITH THE WORK HEREUNDER, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED IN AGGREGATE ONE THOUSAND DOLLARS (\$1,000.00) AND SHALL IN NO EVENT INCLUDE INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR ITS USE; LOSS BY REASON OF PLANT OR EQUIPMENT SHUTDOWN OR INABILITY TO OPERATE AT RATED CAPACITY; INCREASED EXPENSE OR OPERATION OF PLANT OR EQUIPMENT; INCREASED COSTS OF PURCHASING OR PROVIDING EQUIPMENT, MATERIALS, SUPPLIES OR SERVICES OUTSIDE CONSUMERS' SCOPE OR SUPPLY; COSTS OR REPLACEMENT POWER OR CAPITAL; CLAIMS OF THE CUSTOMER'S CUSTOMERS; OR INVENTORY OR USE CHARGES, EVEN IF CONSUMERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



**AGREEMENT FOR MODIFICATIONS OF
ELECTRIC FACILITIES (NONREFUNDABLE)**

TERMS AND CONDITIONS (CONT.)

This limitation of liability section shall prevail over any conflicting or inconsistent provisions contained herein or in any other applicable document and shall be in effect even if the remedy or remedies set forth herein fail in their essential purpose.

9. The Customer shall indemnify and hold Consumers, its agents, employees, vendors and contractor(s) harmless from and against, and shall at Consumers' option undertake the defense of, any and all claim, losses, liability and damage (including environmental harm) and including reasonable attorney's fees which Consumers might sustain or incur or which might be asserted by any third party against Consumers as a result of the services provided under this Agreement, whether based on warranty, contract, tort (including negligence), strict liability or otherwise, unless caused solely by the negligence of Consumers, its agents or employees.

10. Any assignment or any part thereof by the Customer without the previous written permission of Consumers shall be void and of no effect. Consumers may subcontract any services hereunder.

11. This agreement does not create an employer/employee relationship between the parties. Consumers will retain sole and absolute discretion over the manner and means of carrying out Consumers' responsibilities hereunder.

12. The terms of this Agreement shall not be changed superseded or supplemented, except in writing by an authorized representative of Consumers and by a duly authorized representative of Customer.

13. This Agreement shall be deemed a Michigan contract and shall be construed in accordance with and governed by the laws of the State of Michigan. With respect to the subject matter hereof, this Agreement supersedes all previous representations, understandings and negotiations, either written or oral, between the parties hereto or their representatives and constitutes the entire contract between the parties. This Agreement is intended for the benefit of the parties hereto and does not grant any rights to any third parties unless otherwise specifically stated herein. No part of any purchase order, request for proposal or other documents issued by Customer shall be binding upon Consumers or affect its rights or obligations hereunder unless signed by a duly authorized representative of Consumers.

14. This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the Parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither Party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

15. Additional Items



**AUTHORIZATION FOR CHANGE IN STANDARD LIGHTING
CONTRACT (COMPANY-OWNED) FORM 547**

Contract Number: 103033446230

Consumers Energy Company is authorized as of _____ by the City of SWARTZ CREEK, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of SWARTZ CREEK, dated 11/1/2018.

Lighting Type: General Unmetered Light Emitting Diode Lighting Rate GU-LED

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 11/1/2018 shall remain in full force and effect.

Notification Number(s): 1072828293

Comments: 11753450

City of SWARTZ CREEK

By: _____

(Signature)

(Printed)

Its: _____

(Title)

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of SWARTZ CREEK, dated 11/1/2018, in accordance with the Authorization for Change in Standard Lighting Contract dated _____,

heretofore submitted to and considered by this ☐ commission ☐ council ☐ board; and

RESOLVED, further, that the _____ Clerk be and are authorized to execute such authorization for change on the behalf of the City.

STATE OF MICHIGAN
COUNTY OF GENESEE

I, _____, clerk of the City of SWARTZ CREEK do hereby certify that the foregoing resolution was duly adopted by the

☐ commission ☐ council ☐ board of said municipality, at the meeting held on _____.

Dated:

Municipal Customer Type: City

- GENERAL UNMETERED LIGHT EMITTING DIODE LIGHTING RATE GU-LED
 - (1) 70 watt LED White Post Top Avery to Install at location loc 2 corner of don shenk and durwood;
 - (1) 70 watt LED White Post Top Avery to Install at location loc 4 5368 don shenk ;
 - (1) 70 watt LED Post Top Avery to Install at location loc 6 5267 don shenk ;
 - (1) 70 watt LED Post Top Avery to Install at location loc 7 5221 don shenk ;
 - (1) 70 watt LED Post Top Avery to Install at location loc 9 5157 don shenk ;
 - (1) 70 watt LED Post Top Avery to Install at location loc 10 8453 CAPPY LANE ;
 - (1) 70 watt LED Post Top Avery to Install at location loc 12 8372 CAPPY LANE ;
 - (1) 70 watt LED Post Top Avery to Install at location loc 23 8342 CAPPY LANE ;





CITY OF SWARTZ CREEK
8083 CIVIC DR
SWARTZ CREEK MI 48473-1377

Amount Due: \$37,640.00

Please pay by: August 13, 2025

Invoice Number	9328666220
PO Number	
PO Date	
Bill Date	07/30/25

Account: 3000 2421 0654

CAPPY LN, DON SHENK DR SWARTZ CREEK - STREETLIGHTING - NOTIFICATION NUMBER (s): - - - - -
1072828293 -

NONENERGY INVOICE

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Electric STLT-CIAC - PTL Black Fluted	8.0 EA	\$230.00	\$1,840.00
Electric STLT-CIAC - FG Black Fluted	8.0 EA	\$3,400.00	\$27,200.00
Electric STLT-CIAC - Avery 70w White LED	8.0 EA	\$1,075.00	\$8,600.00

TOTAL DUE: \$37,640.00

See Page 2 for Payment Options.

Consumers Energy is regulated by the Michigan Public Service Commission, Lansing, Michigan.

INVOICE QUESTIONS - Contact: Gabriel S Poletti -844-316-9537 -

Fold, detach and mail this stub with your check made payable to Consumers Energy. Please write your account number on your check.



CONSUMERS ENERGY
CEM Support Ctr - Lansing RM 122
530 W Willow St
Lansing, MI 48906-4754

PREPAYMENT REQUEST

Account: 3000 2421 0654

Amount Due: \$37,640.00

Please pay by: August 13, 2025

Enclosed:


City Council Packet 89 August 11, 2025

Ways to pay your nonenergy bill:



Same-day payment
ConsumersEnergy.com

Discover® MasterCard®
Visa® or eCheck




Same-day payment
866-329-9593

Discover® MasterCard®
Visa® or eCheck



By mail
Check, money order

Consumers Energy
Payment Center
P.O. Box 740309
Cincinnati, OH 45274-0309



In person
Cash, check, card
or money order

Varies by authorized payment location
Fee may apply

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

An ordinance to amend Article V of Chapter 10 of the Code of Ordinances by amending Section 10-162 and deleting Sections 10-164, 10-165, 10-167 and 10-168.

THE CITY OF SWARTZ CREEK ORDAINS:

Section 1. Amendment of Section 10-162 of Article V of Chapter 10 of the Code of Ordinances.

The City Council hereby amends Section 10-162 of Article V of Chapter 10 of the Code of Ordinances so that it reads as follows:

Sec. 10-162. – Disorderly Persons.

A person is a disorderly person if the person is any of the following:

- (a) A person makes or excites any disturbance or commotion in any public place;
- (b) A person of sufficient ability refuses or neglects to support his or her family.
- (c) A common prostitute.
- (d) A window peeper.
- (e) A person who engages in an illegal occupation or business.
- (f) A person who is intoxicated in a public place and who is either endangering directly the safety of another person or of property or is acting in a manner that causes a public disturbance.
- (g) A person who is engaged in indecent or obscene conduct in a public place. A mother's breastfeeding of a child or expressing breast milk does not constitute indecent or obscene conduct regardless of whether or not her areola or nipple is visible during or incidental to the breastfeeding or expressing of breast milk.
- (h) A vagrant. For purposes of this section, a "vagrant" is a person who wanders from place to place without a visible means of support or without a permanent home.
- (i) A person found loitering in a house of ill fame or prostitution or place where prostitution or lewdness is practiced, encouraged, or allowed.
- (j) A person who knowingly loiters in or about a place where an illegal occupation or business is being conducted.
- (k) A person who is found jostling or roughly crowding people unnecessarily in a public place.

Section 2. Deletion of Sections 10-164, 10-165, 10-167 and 10-168 of Article V of Chapter 10 of the Code of Ordinances.

The City hereby deletes Sections 10-164, 10-165, 10-167 and 10-168 of Article V of Chapter 10 of the Code of Ordinances in their entirety.

Section 3. Effective Date.

This Ordinance shall take effect 30 days following publication.

At a regular meeting of the City Council of Swartz Creek held on the _____ day of _____, 2025, _____ moved for adoption of the foregoing ordinance and _____ supported the motion.

Voting for:

Voting against:

The Mayor declared the ordinance adopted.

Nate Henry
Mayor

Renee Kraft
City Clerk

CERTIFICATION

The foregoing is a true copy of Ordinance No. _____ which was enacted by the Swartz Creek City Council at a regular meeting held on the _____ day of _____, 2025.

Renee Kraft

Sec. 10-161. - Definition.

Existing Ordinance

Public place, as used in this article, shall mean any sidewalk, street, alley, park, playground, public building or any place of business or assembly open to or frequented by the public or any other place to which the public has access.

(Ord. No. 21, § 1, 8-28-61)

Cross reference— Definitions and rules of construction generally, § 1-2.

Sec. 10-162. - Disturbing the peace.

It shall be unlawful for any person to make or excite any disturbance or commotion in any public place.

(Ord. No. 21, § 2(b), 8-28-61; Ord. No. 166, § 2(b), 2-4-80)

Sec. 10-163. - Picketing.

It shall be unlawful for any person to engage in any of the following:

- (1) To hinder or prevent by mass picketing, unlawful threats, or force the pursuit of any lawful work or employment;
- (2) To obstruct or interfere with entrance to or egress from any place of employment;
- (3) To obstruct or interfere with free and uninterrupted use of public roads, streets, highways, railways, airports, or other ways of travel or conveyance;
- (4) To engage in picketing a private residence by any means or methods whatever.

However, picketing, to the extent that the same is authorized under constitutional provisions, shall in no manner be prohibited.

(Ord. No. 130, § 1, 3-4-77)

State Law reference— Similar provisions, MCL 423.9f.

Sec. 10-164. - Indecent, obscene conduct unlawful.

It shall be unlawful to engage in any indecent, or obscene conduct in any public place.

(Ord. No. 21, § 2(a), 8-28-61; Ord. No. 166, § 2(a), 2-4-80)

State Law reference— Indecent language, MCL 750.103, 750.337; person engaged in indecent or obscene conduct deemed a disorderly person, MCL 750.167(1)(f).

Sec. 10-165. - Loitering.

It shall be unlawful for any person to loiter on any street, sidewalk, park or public building or to conduct himself in any public place so as to obstruct the free and uninterrupted passage of the public after having been told to move on by a police officer.

(Ord. No. 21, § 2(c), 8-28-61; Ord. No. 166, § 2(c), 2-4-80)

State Law reference— Certain loiterers deemed disorderly persons, MCL 750.167.

Sec. 10-166. - Disturbing lawful assemblies.

It shall be unlawful for any person to disturb any service of worship or any other assembly gathered for a lawful purpose.

State Law reference— Disturbing meetings, MCL 750.169 et seq.

Sec. 10-167. - Disorderly intoxication.

It shall be unlawful for any person to be under the influence of any controlled substance in any public place or to be intoxicated in a public place so as to either endanger directly the safety of another person or of property, or in a manner that causes a public disturbance.

State Law reference— Intoxicated person defined as a disorderly person, MCL 750.167(1)(e).

Sec. 10-168. - Jostling.

It shall be unlawful for any person to jostle or roughly crowd people unnecessarily in a public place.

State Law reference— Such person defined as a disorderly person, MCL 750.167(1)(l).