

City of Swartz Creek

AGENDA

Regular Council Meeting, Monday, August 25, 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 August 11, 2025 MOTION Pg. 33
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. 61
 - 6C. Swartz Creek Area Fire Department Draft Budget Pg. 75
 - 6D. Disorderly Person Existing Ordinances Pg. 83
 - 6E. Water Engineering Proposal Pg. 85
 - 6F. Otterburn Service Estimates Pg. 96
7. **MEETING OPENED TO THE PUBLIC:**
8. **COUNCIL BUSINESS:**
 - 8A. Citizen of the Year Award PRESENTATION
 - 8B. FY 2026 Fire Budget RESO Pg. 26
 - 8C. Otterburn Park Exclusive Use Permit RESO Pg. 27
 - 8D. Disorderly Person Ordinance RESO Pg. 28
 - 8E. Water Engineering Services RESO Pg. 30
 - 8F. Otterburn Sewer Service Installation RESO Pg. 31
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION Pg. 31

Next Month Calendar (Public Welcome at All Meetings)

Metro Police Board:	Wednesday, August 27, 2025, 11:00 a.m., Metro HQ
Planning Commission:	Tuesday, September 2, 2025, 7:00 p.m., PDBMB
City Council:	Monday, September 8, 2025, 7:00 p.m., PDBMB
Downtown Development Authority:	Thursday, September 11, 2025, 6:00 p.m., PDBMB
Fire Board:	Monday, September 15, 2025, 6:00 p.m., Station #2
Park Board:	Tuesday, September 16, 2025, 5:30 p.m., PDBMB
Zoning Board of Appeals:	Wednesday, September 17, 2025, 6:00 p.m., PDBMB
City Council:	Monday, September 22, 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 25, 2025, 7:00 P.M.**

The regular meeting of the City of Swartz Creek city council is scheduled for **August 25, 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:

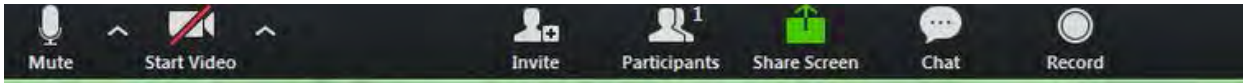
1. At the start time of your meeting, enter the link to join via computer. You may be instructed to download the Zoom application.
2. You have an opportunity to test your audio at this point by clicking on “Test Computer Audio.” Once you are satisfied that your audio works, click on “Join audio by computer.”

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 25, 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 25, 2025 - 7:00 P.M.

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

FROM: Adam Zettel, City Manager

DATE: August 20, 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 (Update)

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

All water main work on Cappy and Don Shenk is substantially complete. Concrete work on Cappy is also substantially complete, with a base course of asphalt already in place. Work on Don Shenk is ongoing, and we should be on schedule for an early fall completion. There have been no major technical, financial, or public relations issues so far.

We await paving of Bristol Road, which could commence any day.

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

Crack fill has occurred throughout the city on all priority areas, including some parking areas. We hope we can get the contractor back to address some reflective cracks on newer projects and low traffic streets before fall.

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.

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

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

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 (*Business Item*)**

We have a proposal for the multitude of water plans and studies that are required by EGLE and the EPA. These include the Water Reliability Study (WRS), General Plan, Asset Management Plan (AMP), Emergency Response Plan (ERP), and Risk and Resilience Assessment (RRA). There is a lot of overlap and redundancy between these plans, despite varying requirements and applicable timelines for each. The Statement of Understanding in the attached professional services proposal from OHM details this further.

As you can see, much of the work is based on an assessment of the system that will involve hydraulic modelling and analysis (e.g. flow testing, pressure testing, computer modeling, etc.). This information forms the basis for any derived implications for system deficiencies and related improvements that might be proposed. Once these implications are understood, we can craft our AMP, general plan, etc.

OHM, who has much working knowledge of our system and the recent changes resulting from the USDA investment, is in a good position to conduct the water analysis and plan creation. I find their proposal to be exhaustive and well crafted. Though I do not expect a very robust capital improvement plan or other notable system changes to result, this is a lot of required heavy lifting as it relates to plans and studies. This is due to the high level of expectations and scrutiny that the EPA and EGLE place on water system safety and management.

Summarily, while I don't expect our system to require much further investment in the short or mid-term, the process of documenting our functional parameters, asset management strategy, and related management strategies is important (and required). I recommend the city council authorize OHM to commence work as proposed. The estimated cost is set at \$76,700.

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

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, we are requesting that Genesee County include three such 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. We expect these meters to be about half the cost of our initial estimate, with said meters likely to be installed early in the winter.

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

✓ **SEWER INFLOW MITIGATION** *(No Change of Status)*

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** *(No Change of Status)*

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. 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. 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 paving 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. **(Update) Park Projects**. Projects currently include an active grant award for Otterburn (2026 construction is on track). We have released the bid for the tree project at Abrams Park, which was awarded about \$10,000 through the DNR. Bike racks are 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 appears to be for sale again. 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. Gil-Roys plaza is likewise investing in parking repairs, a new roof, and a fresh coat of paint. 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 is considering this.
10. **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. **(Update) 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. We plan to stake these any day for installation. 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 received approval to extend the deceleration lane and add a second driveway. Our engineer will be monitoring the modification to the right of way, which may start as early as the 25th.
14. **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.
15. **(Update) The Miller Road Rail Crossing** is due to be started this month. It WILL result in complete closure during its reconstruction.

✓ **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** *(Business Item)*

As we consider design plans for Otterburn Park, it was discovered early that there are not any usable water or sewer services to the site. Had we had more foresight, we would have ensured a water service, at least, was installed with the new main a few years back.

The engineer estimates that the sewer service and tap would be \$23,875, and the water service, valve, and tap would be \$19,000, if these are performed by a general contractor undertaking pavilion construction. To save money and time, the engineer inquired if this could be installed with our current water main contractor this fall instead of a general contractor next year, with the understanding that our contractor is mobilized and already has low-bid pricing for such work, while a general contractor will likely need to provide a subcontractor with a separate mobilization.

We looked into this, seeking prices from our current excavating low bid contractor (Glaeser Dawes), as well as Steve's Plumbing and Excavating (a local expert in service line installation). Sure enough, Greg Dawes has quoted the water service, tap, and valve at

\$3,612.85. This is an outstanding price that we can approve administratively, and we plan to do so.

Concerning sewer, Steve's was able to beat out GD pricing, presumably because they have specialization in boring, which is required to get the service to the south side of the street. They are quoting \$14,750, compared to \$18,896. I am asking for council to consider approving the low quote by Steve's. Though this is above the bidding threshold, we are very confident that we have both a competitive price and a good provider.

In the interest of completing the project this fall, we recommend proceeding. Doing so will ensure there are no entanglements between our final park design and scope of work with this particular feature. The DNR does not allow for grant funded components to be constructed prior to a grant agreement execution (which is pending), and we wish to create as much time separation as possible between installation and bidding to make sure there is no confusion on this feature's eligibility.

In other news, we received a letter of no-impact regarding the required federal reviews needed to authorize our design. This is obviously a good thing and moves us a bit closer to being able to bid this winter. I am including the engineer's progress report. In addition, there was another volunteer build-out day at the park that reportedly went well. It is good to see the group still active. 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 we should be staking the locations any day for installation! 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** *(No Change of Status)*

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** *(No Change of Status)*

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)**

Bids are out for a September or October planting. I affirmed that suppliers can provide the inventory needed, so this should not be a problem. If there are issues, we can still push to the spring. I expect this to be on the council packet for September 8th. The previous report follows.

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 (Update)**

Our five year waste agreement expires June 30, 2026. Based on the most recent pricing given to a neighboring community, we are looking at pricing in the mid \$17 per month per stop. This is over 30% higher than our current \$13.26.

We have not had luck in official cooperation with Gaines or Clayton in this matter, so we will likely need to bid services as a single unit, as we have in the past. Rob and Becca are working on updating our specifications so we can bid this fall and make a decision in early winter. They are considering some alternative bid parameters for extended street sweeping

waste hauling, bi-weekly recycling (as a cost saving measure), and DPW dumpster collection frequency.

We are hopeful that we can maintain the general level of service for the foreseeable future using the waste levy. However, if pricing increases are severe enough, council may need to consider cuts to yard waste/recycling, woodchipping, or related services unless the use of general fund subsidy is considered. I suspect we will not be in such a position for the forthcoming contract though.

✓ **RENTAL INSPECTIONS (Update)**

The township did not vote on this matter on the 14th. Though they have not reached out, my understanding is that they are taking a neutral position on this, since the fire department is not directly involved. This is not a strong endorsement from them, nor was the reception by the fire board very warm. As such, we decided to pursue inspections using the DPW.

Staff have engaged in a number of inspections, walk throughs, and training already. We expect to continue to involve the current building staff with DPW until they are sufficiently onboarded and experienced. I see this as an agreeable alternative to the fire department. Our staff are widely available during regular hours and can be available after hours as well. They are well versed in in-home service and inspections, and they are likewise trusted and respected in the community. Lastly, our office admins already have a strong rapport and understanding of our DPW workflow, which will help greatly in scheduling.

For detailed background see the previous report from the August 11, 2025 meeting packet.

✓ **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 (Update)**

I am including some reports from the Park Ranger service. They have not engaged in any enforcement activity to date. I have asked them to explore some later hours as we round out the summer months.

✓ **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, including an update on Otterburn Park.

✓ **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** *(No Change of Status)*

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** *(Business Item)*

The Park Board met on Tuesday, August 19, 2025 at 5:30pm. They went over updates on routine maintenance, Otterburn Park design/grant updates, the Abrams Park forestry bids, park ranger services, and mowing. In addition, they heard a petition from the Greater Flint Athletic Club to host another cycle cross event in Otterburn Park.

The group is seeking to host another event there to follow up with the original ride from 2023. They sought permission to have exclusive use of the park on Sunday, September 21, 2025. They will be providing trail markings, porta johns, registration/information stands, and insurance for the event. They expect this to run from about 9am to 3pm, and they are requesting a waiver from the city council to make use of amplified sound to make official announcements. The park board unanimously recommended approval at their meeting.

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.

- ❑ It is official, 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.
- ❑ Dawe's was able to complete approximately 85% of Cappy Lane prior to school starting. Dawe's is finishing up road removal and stone grade on Don Shenk between Daval and Durwood.
- ❑ The majority of crackfilling has been completed. They are going to return for one day of touchup work in parking lots and other areas.
- ❑ DPS continues to prepare Elms Park for "Art in the Park" on August 22nd and 23rd.
- ❑ DPS has been working on street sweeping through the city.
- ❑ Our summer help kids are starting back to college next week. One has elected to stay on and work 2 days a week while attending school.

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)**

- ❑ The MEDC and Moment Strategies are helping the city highlight Cosmos in the Creek with an interview on FOX 66/NBC 25.
- ❑ Holland Sq: Mercury Sound and Audio submitted a quote for the sound and lighting equipment for the Pergola. We asked them to slim down the budget and we are awaiting a revised budget.
- ❑ Methodist Church: The deadline for the RFQ expired on July 31st. The DDA will continue to market the property to interested developers.
- ❑ EV Chargers Apple Energy completed the installation and hardware installation will happen this month. Last month was delayed due to weather.
- ❑ The DDA has engaged with the owners of the S&K Pub Plaza. The owners indicated that they plan on replacing the roof and updating the back of the building facing Morish.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

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

We have had much fire department business lately, with the update to the amended agreement, the retention of equipment sale proceeds, and the consideration of staff for rental inspections.

Following all of that, the fire budget is recommended for adoption by the fire board. Chief Plumb is expected at the meeting to detail the budget and answer any questions. I find the budget reasonable in terms of its expenses and to be within our own budgeting parameters. The budget and an explanation, as provide by the department, is included in the packet.

The proposed expenses represent an increase of 3.02% over the adopted 2025 budget (not including the \$15,000 increase for fire equipment in 2025). Taking that into account, the FY26 budget is proposed to be lower than the FY25 amended budget.

This year's expenses are actually 2.6% lower than the original budget from 2024, but they are 7.6% above the 2024 actual budget, which represents the department's ability to greatly reduce expenses during that year.

Overall, the fire budget is quite reasonable when compared to inflation numbers for this multi-year timeframe. The only notable line item increases are to insurance, administration wages (which have not been adjusted in ten years), and 'unforeseen fees', which actually represents a general miscellaneous contingency line item for equipment or other unforeseen problems that may arise.

I recommend approval.

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

Mayor Henry will be honoring the 2024 Miller's Settlement Citizen of the Year Award. This year's recipient is Betty Binder. Please plan to recognize and share our thanks to Betty for a lifetime of outstanding service!

✓ **DISORDERLY PERSON ORDINANCE (*Business Item*)**

As requested by a member of the City Council, our attorney has updated the ordinance language. I am including this in the form of a resolution. I am also including the existing ordinances that are proposed to be amended and consolidated. Mr. Gildner plans to attend our meeting to answer questions. The previous report follows.

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.

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.

Bike Racks: We have a couple larger bike racks for Elms and Abrams Park, as well as some hitching post style ones for downtown. The DPW will install when they can.

Tower Sales: Note that the city gets 'offers' from companies looking to buy the city's lease rights for communication towers from time to time. These are generic in nature in most cases (e.g. "looking to sell your hours?" pamphlets). The city has considered detailed offers before. Due to difficulties in selling public real estate

and/or lease holdings, compounded with the short term benefits reaped from selling long term leases, the city has declined. I will pass along any specific offers, but I continue to simply toss out the generic mailers the city receives regarding our tower leases. I bring this up now because it has been a number of years and some council members may not be aware of this situation. Feel free to contact me for details.

**City of Swartz Creek
RESOLUTIONS**

Regular Council Meeting, Monday, August 25, 2025, 7:00 P.M.

Motion No. 250825-4A

MINUTES – AUGUST 11, 2025

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, August 11, 2025, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 250825-5A

AGENDA APPROVAL – AUGUST 25, 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 25, 2025, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 250825-6A

CITY MANAGER’S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council accept the City Manager’s Report of August 25, 2025, including reports and communications, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 250825-8B

**RESOLUTION TO APPROVE THE FISCAL YEAR 2026
BUDGET FOR THE FIRE DEPARTMENT**

Motion by Councilmember: _____

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

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

WHEREAS, the Swartz Creek Fire Board affirmed the proposed budget at their regular meeting on August 18, 2025.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Swartz Creek approve the Fiscal Year 2026 Swartz Creek Area Fire Department Budget, a copy of which is attached hereto, gross maximum total not to exceed \$382,131.14, to be paid commensurate of the agreement between the City of Swartz Creek and the Township of Clayton, payment being the City's obligation of one-half of the proposed total budget.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 250825-8C

**RESOLUTION TO APPROVE AN EXPANDED USE
RESERVATION AND PARK FEE/DEPOSIT WAIVER FOR
USE OF OTTERBURN PARK FOR A NON-PROFIT BIKE
RACE**

Motion by Councilmember: _____

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

WHEREAS, the Greater Flint Athletic Club is proposing an expanded park use reservation for Otterburn Park on Sunday, September 21, 2025 for the purpose of holding an off road bike race; and

WHEREAS, the group is a recognized non-profit operating in Swartz Creek that meets the requirements for an expanded use reservation; and

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

WHEREAS, the City Council finds the GFAC to be a qualifying group with a qualifying activity; and

WHEREAS, the GFAC seeks a waiver to be able to use amplified sound in order to make official announcements.

NOW, THEREFORE, BE IT RESOLVED, the Swartz Creek City Council hereby approves the expanded use reservation of the Greater Flint Athletic Club and waives all applicable fees for the September 21, 2025 reservation in Otterburn Park, subject to submission of required insurance listing the City as an additionally insured party for the event.

NOW, BE IT FURTHER RESOLVED, the Swartz Creek City Council hereby approves the use of amplified sound for official announcements by the GFAC in Otterburn Park for the duration of the event.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 250825-8D

**RESOLUTION TO APPROVE ORDINANCE 470, 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**

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek seeks to promote safety and security within the community;
and

WHEREAS, the Code of Ordinances, Chapter 10, promulgates rules regarding disorderly persons;
and

WHEREAS, the City seeks to consolidate and set new standards related to the regulation of
disorderly persons.

THEREFORE, I MOVE the City of Swartz Creek ordains:

CITY OF SWARTZ CREEK

ORDINANCE NO. 470

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

THE CITY OF SWARTZ CREEK ORDAINS:

**Section 1. Amendment of Article V of Chapter 10 of the Code of Ordinances by
amending Section 10-162 and removing Sections 10-164, 10-165, 10-167, and
10-168.**

The City Council hereby amends Article V of Chapter 10 of the Code of Ordinances by
amending Section 10-162 Disorderly, to read as follows:

Sec. 10-162. – Disorderly Persons.

A person is a disorderly person if he or she:

- (a) Creates, causes or incites a public disturbance or commotion in any public place;

- (b) Offers or engages in sexual activity for compensation in violation of state law;
- (c) Secretly observes another person in a place where that person has a reasonable expectation of privacy;
- (d) Participates in, organizes or operates an unlawful business or occupation;
- (e) Appears in a public place while under the influence of alcohol or controlled substances and engages in conduct that endangers the safety of themselves or others, or that creates a public disturbance;
- (f) Engages 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.
- (g) Is a vagrant. For purposes of this section, a vagrant is (i) a person who wanders from place to place without a visible means of support or without a permanent home; or (ii) occupies public or private property without permission or lawful authority, in a manner that substantially interferes with the rights of others to use the property, including establishing a temporary living space or encampment without consent or legal authorization;
- (h) Remains in or about a location where an illegal business or occupation is being conducted, with the intent to participate in, promote, or facilitate such activity;

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

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 250825-8E

RESOLUTION TO APPROVE PROFESSIONAL SERVICES TO COMPOSE AND REPORT THE CITY'S WATER SYSTEM GENERAL PLAN, WATER RELIABILITY STUDY, ASSET MANAGEMENT PLAN, RISK AND RESILIENCY ASSESSMENT, AND EMERGENCY RESPONSE PLAN

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek owns, operates, and maintains a water distribution system, and

WHEREAS, the city drafted, updated, and adheres to various plans for operation of the water system, including a Water System General Plan, Water Reliability Study, Asset Management Plan, Risk and Resiliency assessment, and an Emergency Response Plan, among others, and

WHEREAS, the city is required to update these plans in accordance with Michigan Public Act 399 and the America's Water Infrastructure Act of 2018, as administered by EGLE and the EPA respectively, and

WHEREAS, the inspection, analysis, and reporting that is integral to such plans is technical, sophisticated, and requires the services of a professional engineering company, and

WHEREAS, OHM Advisors is a pre-authorized engineering consultant that is highly engaged in the city's ongoing water analysis and services.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek City Council approves the professional service proposal as submitted by OHM and dated August 7, 2025 and included in the August 25, 2025 city council packet, in the amount of \$76,700, plus a 10% contingency for noted hourly services.

BE IT FURTHER RESOLVED, that the City Council authorizes and directs the Mayor to execute said engineering proposal on behalf of the city.

Second by Councilmember: _____

Voting For: _____

Resolution No. 250825-8F

**RESOLUTION TO APPROVE SEWER SERVICE
INSTALLATION TO OTTERBURN PARK**

Motion by Councilmember: _____

WHEREAS, the City finds it necessary to install a sewer service to vacant land on Bristol Road that is being developed for use as a public park; and

WHEREAS, the City finds that said installation will be significantly more cost effective if completed prior to the final establishment of a final scope of work and grant agreement with the Michigan DNR; and

WHEREAS, the City's Purchasing Ordinance, Chapter 2, Article VI, Section 2-406 provides for terms and conditions of purchases; and

WHEREAS, the City is authorized, at the request of the city manager, to negotiate a product or service if the economic interest of the city is best served by doing so; and

WHEREAS, the Director of Public Services has multiple quotes for the installation of said service, one of them from a pre-qualified low bid holder currently working in the city; and

WHEREAS, Steve's Plumbing and Excavating is proposing to provide the materials and labor necessary to fully install a 4" sewer service for the price of \$14,750, a price well below the engineer's estimate and that of the city's current excavation contractor; and

WHEREAS, the City finds that the time and costs involved in preparing specifications for an additional sealed bid process are not in the best interests of the city.

NOW, THEREFORE, BE IT RESOLVED, the City of Swartz Creek approves the estimate for the installation, by boring, of a sewer service as quoted by Steves Plumbing and Excavating, including a 10% contingency, to be apportioned from the Sewer Fund (590).

BE IT FURTHER RESOLVED, the City of Swartz Creek authorize and direct the City Manager to create and execute a standard contractor's agreement on behalf of the city.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 250825-11A

ADJOURN

Motion by Councilmember: _____

I Move the Swartz Creek City Council adjourn the regular council meeting of August 25, 2025.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE REGULAR COUNCIL MEETING
DATE August 11, 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: Melen, Spillane, Gilbert, Hicks, Krueger, Knickerbocker, Henry.

Councilmembers Absent: None.

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

Others Present: Fire Chief Plumb, Metro PD Chief Bade, Dennis Cramer, Jeff Kelley.

Others Virtually Attended: None

APPROVAL OF MINUTES

Resolution No. 250811-01

(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 28, 2025 to be circulated and placed on file.

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

APPROVAL OF AGENDA

Resolution No. 250811-02

(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 August 11, 2025, to be circulated and placed on file.

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

CITY MANAGER'S REPORT

Resolution No. 250811-03

(Carried)

Motion by Councilmember Melen
Second by Councilmember Gilbert

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.

Discussion Ensued.

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

MEETING OPENED TO THE PUBLIC:

Dennis Cramer: Discussed Mundy Township Megasite and an archeology team interested in the property.

Resident not in attendance: Believes that 7529 Miller Rd is listed as PRE but is not.

COUNCIL BUSINESS:

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

Resolution No. 250811-04

(Carried)

Motion by Mayor Pro Tem Hicks
Second by Councilmember Melen

WHEREAS, the City of Swartz Creek and the Township of Clayton 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.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

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

Resolution No. 250811-05

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Melen

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.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

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

Resolution No. 250811-06

(Carried)

Motion by Councilmember Knickerbocker

Second by Councilmember Gilbert

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 closed 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.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

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

Resolution No. 250811-07

(Carried)

Motion by Councilmember Spillane

Second by Councilmember Melen

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.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

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

Resolution No. 250811-08

(Carried)

Motion by Councilmember Krueger

Second by Councilmember Melen

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.

Discussion Ensued.

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

NO: Gilbert. Motion Declared Carried.

MEETING OPENED TO THE PUBLIC:

Dennis Cramer: Questioned if we have a disaster preparedness plan. Councilmember Spillane responded that they have practiced for Alerts 1,2,3 4, and 5.

Chief Plumb: Thanked Council for approving resolutions. Stated that 911 moved to a new building.

REMARKS BY COUNCILMEMBERS:

Councilmember Spillane: Wants the city to review the contract for outhouses and possibly change companies.

Mayor Pro Tem Hicks: Questioned why ordinance on Disorderly People was in the packet. City Manager Adam Zettel responded that it will be discussed and possibly voted on at the next meeting.

Councilmember Gilbert: Questioned fire hydrant progress.

Mayor Henry: A Great turnout for the Metro Police Authority Open House. Thanked the Swartz Creek Fine Arts. Small Cities will meet 1st Wednesday in September at 6:00pm.

ADJOURNMENT

Resolution No. 250811-09

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Krueger

I Move the Swartz Creek City Council adjourn the regular meeting at 8:08 p.m.

Unanimous Voice Vote.

Nate Henry, Mayor

Renee Kraft, CMC, MiPMC-2, City Clerk

City of Swartz Creek

Building Permit List

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee		Location	Type of Construction
Building								
PB2500063	07/08/25	L+A Architects, Inc.	(248) 524 4700	58-31-551-007	\$85,000	\$1,287.00	4311 ELMS RD	48473-Com Add/Alter/Repair
PB2500068	07/17/25	Spielmaker's Kitchen & Bath	(810) 444 1165	58-35-576-047	\$11,967	\$489.00	8010 MILLER RD	48473-Com Add/Alter/Repair
PB2500069	07/08/25	Lockhart Roofing Co.	(810) 235 9866	58-36-651-154	\$12,650	\$100.00	7426 CROSSCREEK DR	48473-Roofing
PB2500070	07/08/25	Jeff Nelson Construction	(810) 449 2023	58-35-776-020	\$0	\$100.00	20 BROOKFIELD	48473-Roofing
PB2500071	07/09/25	RLM Maintenance & Remodeli	(810) 397 2843	58-30-651-011	\$0	\$100.00	3445 CAMBRIDGE ST	48473-Roofing
PB2500072	07/09/25	GENOVESI, BARBARA TRU	(810) 240 2245	58-03-533-163	\$402,151	\$3,394.50	5197 DURWOOD DR	48473-Res Add/Alter/Repair
PB2500073	07/10/25	SCHWEIKERT, MICHAEL S	(810) 835 9096	58-35-400-012	\$0	\$100.00	8202 MILLER RD	48473-Roofing
PB2500074	07/14/25	BHI Home Improvements	(864) 399 4889	58-36-651-039	\$0	\$100.00	7466 DIANE CT	48473-Roofing
PB2500075	07/14/25	BHI Home Improvements	(864) 399 4889	58-36-651-038	\$0	\$100.00	7464 DIANE CT	48473-Roofing
PB2500076	07/23/25	French AIA	(248) 656 1377	58-35-200-019	\$0	\$625.00	4110 MORRISH RD	48473 School Project
PB2500077	07/23/25	French AIA	(248) 656 1377	58-30-300-001	\$0	\$625.00	3259 ELMS RD	48473-School Project
PB2500078	07/23/25	French AIA	(248) 656 1377	58-02-100-006	\$0	\$625.00	1 DRAGON DR	48473 School Project
PB2500079	07/23/25	French AIA	(248) 656 1377	58-02-200-036	\$0	\$625.00	8230 CRAPO ST	48473 School Project
PB2500080	07/17/25	French AIA	(248) 656 1377	58-03-200-006	\$0	\$625.00	5300 OAKVIEW DR	48473 School Project
PB2500081	07/28/25	Kohler Contracting, LLC	(810) 342 9126	58-02-527-002	\$19,175	\$545.00	8129 MILLER RD	48473-Com Add/Alter/Repair
PB2500082	07/21/25	Sherriff-Goslin Co	(810) 720 0150	58-36-651-043	\$0	\$100.00	7450 COUNTRY MEADOWS	48473-Roofing
PB2500083	07/18/25	Acculevel	(815) 320 9704	58-03-533-131	\$7,261	\$195.00	5274 DURWOOD DR	48473-Res Add/Alter/Repair
PB2500086	07/31/25	Daniel P Whitten	()	58-36-676-084	\$2,500	\$145.00	7183 RUSSELL DR	48473 Res Deck
Total:		18 Permits	Value: \$540,704		Fee Total: \$9,880.50		Total Number of Dwelling Units 0	

Electrical

PE2500033	07/10/25	Signs By Crannie	(810) 487 0000	58-31-551-007	\$0	\$210.00	4311 ELMS RD	48473-Electrical
PE2500034	07/10/25	Orsburn Electric LLC	(810) 656 0102	58-03-527-004	\$0	\$200.00	9071 CHESTERFIELD DR	48473-Electrical

City of Swartz Creek

Building Permit List

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee		Location	Type of Construction	
PE2500035	07/23/25	French AIA	(248) 656 1377	58-02-100-006	\$0	\$250.00	1 DRAGON DR	48473	Electrical
PE2500036	07/23/25	French AIA	(248) 656 1377	58-35-200-019	\$0	\$250.00	4110 MORRISH RD	48473	Electrical
PE2500037	07/23/25	French AIA	(248) 656 1377	58-30-300-001	\$0	\$250.00	3259 ELMS RD	48473	Electrical
PE2500038	07/18/25	French AIA	(248) 656 1377	58-03-200-006	\$0	\$250.00	5300 OAKVIEW DR	48473	Electrical
PE2500039	07/17/25	French AIA	(248) 656 1377	58-02-200-036	\$0	\$250.00	8230 CRAPO ST	48473	Electrical
PE2500040	07/28/25	VINCENT, SARAH	(810) 965 1061	58-31-200-009	\$0	\$370.00	6230 MILLER RD	48473	Electrical
Total:		8 Permits	Value: \$0		Fee Total: \$2,030.00		Total Number of Dwelling Units		0

Mechanical

PM250024	07/23/25	French AIA	(248) 656 1377	58-35-200-019	\$0	\$250.00	4110 MORRISH RD	48473	Mechanical
PM250025	07/23/25	French AIA	(248) 656 1377	58-02-100-006	\$0	\$250.00	1 DRAGON DR	48473	Mechanical
PM250026	07/23/25	French AIA	(248) 656 1377	58-03-200-006	\$0	\$250.00	5300 OAKVIEW DR	48473	Mechanical
PM250027	07/23/25	French AIA	(248) 656 1377	58-30-300-001	\$0	\$250.00	3259 ELMS RD	48473	Mechanical
PM250028	07/23/25	French AIA	(248) 656 1377	58-02-200-036	\$0	\$250.00	8230 CRAPO ST	48473	Mechanical
PM250030	07/31/25	William Tanner	(810) 238 9333	58-35-200-019	\$0	\$235.00	4110 MORRISH RD	48473	Mechanical
PM250031	07/31/25	William Tanner	(810) 238 9333	58-30-300-001	\$0	\$235.00	3259 ELMS RD	48473	Mechanical
PM250032	07/31/25	William Tanner	(810) 238 9333	58-03-200-006	\$0	\$235.00	5300 OAKVIEW DR	48473	Mechanical
PM250033	07/31/25	William Tanner	(810) 238 9333	58-02-200-036	\$0	\$235.00	8230 CRAPO ST	48473	Mechanical
PM250034	07/31/25	William Tanner	(810) 238 9333	58-02-100-006	\$0	\$235.00	1 DRAGON DR	48473	Mechanical
PM250036	07/31/25	Staley's Plbg & Htg, Inc.	(810) 659 5572	58-36-651-021	\$0	\$240.00	7463 COUNTRY MEADOWS DR	48473	Mechanical
Total:		11 Permits	Value: \$0		Fee Total: \$2,665.00		Total Number of Dwelling Units		0

City of Swartz Creek

Building Permit List

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee		Location	Type of Construction
Plumbing								
PP250009	07/09/25	Goyette Mechanical	(810) 742 8530	58-03-533-163	\$0	\$370.00	5197 DURWOOD DR	48473-Plumbing
PP250012	07/21/25	Acculevel	(815) 320 9704	58-03-533-131	\$0	\$190.00	5274 DURWOOD DR	48473-Plumbing
PP250013	07/22/25	HARVEY, NATALA	(810) 516 9520	58-36-676-089	\$0	\$189.00	4264 ALEX MARIN DR	48473 Plumbing
PP250014	07/24/25	Anchor Plumbing	(989) 550 4445	58-02-501-038	\$0	\$344.00	8523 CHELMSFORD DR	48473-Plumbing
Total:		4 Permits	Value: \$0		Fee Total:		\$1,093.00	Total Number of Dwelling Units 0

Right of Way								
PROW-0353	07/10/25	COLLINS, NICOLE		58-36-529-031	\$0	\$100.00	4196 BIRCH LN	48473-Right of way
Total:		1 Permits	Value: \$0		Fee Total:	\$100.00	Total Number of Dwelling Units	0

Zoning								
PZ25-0011	07/10/25	Signs By Crannie	(810) 487 0000	58-31-551-007	\$12,000	\$239.00	4311 ELMS RD	48473-Sign
PZ25-0012	07/10/25	MCKOWEN, BRIAN & MCKO	(734) 658 0595	58-30-651-069	\$8,350	\$125.00	6321 ST CHARLES PAS	48473-Fence
PZ25-0013	07/14/25	Scott Maeder	(810) 516 5225	58-36-529-012	\$5,625	\$125.00	7201 PARK RIDGE PKWY	48473-Fence
PZ25-0014	07/18/25	AIS Installation	(586) 274 9100	58-02-503-092	\$2,755	\$125.00	5151 WINSHALL DR	48473-Fence
PZ25-0016	07/28/25	PATEL, YESHA	(989) 493 8504	58-03-577-001	\$400	\$125.00	9229 HILL RD	48473-Fence
Total:		5 Permits	Value: \$29,130		Fee Total:	\$739.00	Total Number of Dwelling Units	0

City of Swartz Creek

Building Permit List

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
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Permit.DateIssued Between 7/1/2025 12:00:00
AM AND 7/31/2025 11:59:59 PM

Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
3402 HERITAGE BLVD	58-30-651-120	Final	07/01/2025	07/01/2025	Approved
5208 DURWOOD DR	58-03-533-139	Follow Up	07/02/2025	07/01/2025	Complied
7488 GROVE ST	58-01-100-016	Follow Up	07/02/2025	07/01/2025	Complied
8145 MILLER RD	58-02-527-003	Follow Up	07/02/2025	07/01/2025	Partially Complied
5173 WINSHALL DR	58-02-503-096	Follow Up	07/02/2025	07/01/2025	Complied
5185 WINSHALL DR	58-02-503-098	Follow Up	07/02/2025	07/01/2025	Complied
8051 CRAPO ST	58-02-530-025	Follow Up	07/02/2025	07/01/2025	Complied
6230 MILLER RD	58-31-200-009	Rough	07/07/2025	07/07/2025	Approved
9152 NORBURY DR	58-03-533-039	Ordinance	07/08/2025	07/08/2025	Violation(s)
4261 ALEX MARIN DR	58-36-676-095	Final	07/08/2025	07/08/2025	Approved
4247 ALEX MARIN DR	58-36-676-093	Final	07/08/2025	07/08/2025	Approved
5163 WINSHALL DR	58-02-503-094	Final	07/08/2025	07/09/2025	Approved
7459 COUNTRY MEADOW DR	58-36-651-047	Final	07/08/2025	07/09/2025	Approved
4246 ELMS RD	58-36-200-012	Status	07/09/2025	07/09/2025	Partially Complied
4220 ELMS RD	58-36-200-016	Status	07/09/2025	07/09/2025	Partially Complied
6230 MILLER RD	58-31-200-009	Final	07/09/2025		
4247 ALEX MARIN DR	58-36-676-093	Final	07/09/2025	07/09/2025	Approved
3493 ELMS RD	58-30-551-001	Site Inspection	07/10/2025	07/10/2025	Violation(s)
5290 GREENLEAF DR	58-03-533-056	Final	07/10/2025	07/10/2025	Approved
3445 CAMBRIDGE ST	58-30-651-011	Final	07/14/2025	07/14/2025	Approved
6376 MILLER RD	58-31-100-022	Final	07/14/2025	07/14/2025	Approved
4247 ALEX MARIN DR	58-36-676-093	Final-Reinspection	07/14/2025	07/14/2025	Approved
6285 ARLINGTON DR	58-30-651-044	Insulation	07/14/2025	07/14/2025	Partially Approved
8109 CRAPO ST	58-02-530-046	Ordinance	07/15/2025	07/17/2025	Violation(s)
9135 CHELMSFORD DR	58-03-528-003	Ordinance	07/15/2025	07/17/2025	No Violation
7484 WADE ST	58-01-502-047	Ordinance	07/15/2025		
5016 MC LAIN ST	58-02-526-058	Post Hole-Rear Decl	07/15/2025	07/15/2025	Approved
4141 MORRISH RD	58-36-100-014	Temp Pharmacy-Roi	07/15/2025	07/15/2025	Approved
4247 ALEX MARIN DR	58-36-676-093	Final	07/15/2025	07/15/2025	Approved
8523 CHELMSFORD DR	58-02-501-038	Rough	07/16/2025	07/16/2025	Canceled
5247 OAKVIEW DR	58-02-501-112	Final	07/16/2025	07/16/2025	Approved
7335 MILLER RD	58-36-300-033	Garage Floor/Rough	07/17/2025		
9224 JILL MARIE LN	58-03-534-046	Final Zoning	07/17/2025	07/22/2025	Approved
3493 ELMS RD	58-30-551-001	Ordinance	07/17/2025	07/17/2025	Partially Complied
9152 NORBURY DR	58-03-533-039	Ordinance	07/17/2025	07/17/2025	Partially Complied
5016 MC LAIN ST	58-02-526-058	Framing-Rear Deck	07/17/2025	07/17/2025	Approved

Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
4141 MORRISH RD	58-36-100-014	Underground	07/17/2025	07/17/2025	Approved
8063 INGALLS ST	58-02-528-006	Letter	07/21/2025	07/21/2025	Violation(s)
8523 CHELMSFORD DR	58-02-501-038	Rough	07/21/2025	07/21/2025	Approved
4141 MORRISH RD	58-36-100-014	Underground-Gas St	07/21/2025	07/21/2025	Approved
5256 WINSHALL DR	58-02-553-018	Site Inspection	07/22/2025		
5090 FAIRCHILD ST	58-02-526-081	Ordinance	07/22/2025		
4261 ALEX MARIN DR	58-36-676-095	Final	07/22/2025	07/22/2025	Approved
4265 ALEX MARIN DR	58-36-676-096	Final	07/22/2025	07/22/2025	Approved
4261 ALEX MARIN DR	58-36-676-095	Final	07/22/2025	07/22/2025	Approved
4261 ALEX MARIN DR	58-36-676-095	Final	07/23/2025	07/23/2025	Approved
5197 DURWOOD DR	58-03-533-163	Footing	07/23/2025	07/23/2025	Approved
8197 MILLER RD	58-02-526-027	Underground	07/23/2025	07/23/2025	Approved
4141 MORRISH RD	58-36-100-014	Rough-Front Entry (07/23/2025	07/23/2025	Approved
9071 CHESTERFIELD DR	58-03-527-004	Service	07/24/2025	07/24/2025	Approved
8197 MILLER RD	58-02-526-027	Underground	07/24/2025	07/24/2025	Approved
8523 CHELMSFORD DR	58-02-501-038	Rough	07/29/2025	07/29/2025	Approved
8523 CHELMSFORD DR	58-02-501-038	Rough	07/29/2025	07/29/2025	Approved
7054 BRISTOL RD	58-25-576-004	Final	07/29/2025	07/29/2025	Approved
7221 PARK RIDGE PKWY	58-36-530-002	Final	07/29/2025	07/29/2025	Approved
4141 MORRISH RD	58-36-100-014	Temp Pharmacy-Fin	07/29/2025	07/29/2025	Approved
4141 MORRISH RD	58-36-100-014	Bakery/Deli-Final	07/29/2025	07/29/2025	Approved
7240 PARK RIDGE PKWY	58-36-530-013	Final	07/30/2025	07/30/2025	Approved
4482 SPRINGBROOK DR	58-36-651-006	Final	07/30/2025	07/30/2025	Approved
4480 SPRINGBROOK DR	58-36-651-007	Final	07/30/2025	07/30/2025	Approved
5197 DURWOOD DR	58-03-533-163	Backfill	07/30/2025	07/30/2025	Approved
4141 MORRISH RD	58-36-100-014	Final	07/30/2025		
7450 COUNTRY MEADOW DR	58-36-651-043	Final	07/31/2025	07/31/2025	Approved
5197 DURWOOD DR	58-03-533-163	Underground	07/31/2025	07/31/2025	Approved

Inspections: 64

Population: All Records

Inspection.DateTimeScheduled Between 7/1/2025 12:00:00 AM AND 7/31/2025 11:59:59 PM

Certificates With Inspections

08/04/2025

Certificate Number	Address	Date Applied	Since	Issued	Last Inspection	Expires	Status
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Population: All Records

Record Count: 0

Certificate.DateIssued Between 7/1/2025 12:00:00 AM
AND 7/31/2025 11:59:59 PM

Enforcements By Category

08/04/25

BLIGHT

Enforcement Number	Address	Status	Filed	Closed
E25-101	4126 ELMS RD	Inspection Pending	07/23/25	
E25-102	4035 ELMS RD	Inspection Pending	07/23/25	
Total Entries: 2				

COMPLAINT

Enforcement Number	Address	Status	Filed	Closed
E25-093	3493 ELMS RD	Violation	07/09/25	
E25-098	5256 WINSHALL DR	Inspection Pending	07/21/25	
Total Entries: 2				

PARKING

Enforcement Number	Address	Status	Filed	Closed
E25-097	9135 CHELMSFORD DR	Closed	07/14/25	07/17/25
E25-090	9152 NORBURY DR	Violation	07/07/25	
Total Entries: 2				

UNLICENSED VEHICLES

Enforcement Number	Address	Status	Filed	Closed
E25-094	8109 CRAPO ST	Violation	07/14/25	
Total Entries: 1				

WEED COMPLAINT

Enforcement Number	Address	Status	Filed	Closed
E25-089	9027 MILLER RD	Inspection Pending	07/09/25	
E25-091	4501 MORRISH RD	Closed	07/08/25	07/09/25
E25-103	5123 MORRISH RD	Inspection Pending	07/28/25	

Enforcements By Category

08/04/25

E25-095	5138 MORRISH RD	Closed	07/14/25	07/28/25
E25-092	7317 BRISTOL RD	Inspection Pending	07/09/25	
E25-096	5248 DURWOOD DR	Closed	07/14/25	07/28/25
E25-099	5191 WORCHESTER DR	Closed	07/21/25	

Total Entries: 7

ZONING

Enforcement Number	Address	Status	Filed	Closed
E25-100	8063 INGALLS ST	Violation	07/21/25	

Total Entries: 1

Total Records: 15

Population: All Records
Enforcement.DateFiled Between 7/1/2025 12:00:00 AM AND 7/31/2025 11:59:59 PM

Otterburn Park Improvements
City of Swartz Creek
TF24-0061

Progress Report
8-18-25

Work completed:

- GCMPO is preparing to advertise for public comment on the project as part of the HUD environmental review and HUD reporting
- MDNR Agreement status: the appropriation bill still needs to pass the Senate and go to the Gov. for signature. The Senate is back from summer vacation now and the bill has been taken up by the Appropriations Committee. This needs to take place for the agreement to be issued and executed prior to submitting plans to MDNR for approval to advertise the project.
- Updated 90% plan set and cost opinion

Work in progress

- Proceeding with internal QAQC of construction documents
- Waiting on information from electrical engineer
- Waiting on soil borings report

Action items for City:

- Comment on MOT plan for open cut of utility connection (alternate will include directional bore)

Next steps:

- Secure final approvals from HUD and MDNR to advertise
- Complete ROWE QAQC process
- Provide final documents for city review

SCHEDULE

The following approximate schedule is anticipated for the project:

Notice to Proceed	January 2025
Preliminary Design	February-April 2025
<u>Final Design</u>	<u>May-August 2025</u>
Bidding and Award	September-October 2025
Construction	Fall 2025-Spring 2026



Genesee County Parks and Recreation Commission
RANGER DIVISION
5045 Stanley Road, Flint, Michigan 48506
Telephone Number 810-731-7100



MEMORANDUM

Date: August 14, 2025

TO: Adam Zettel
City of Swartz Creek Manager

FROM: Rick Witham
Chief Ranger

RE: Elms Road Park Detail

Sir,

Since the Genesee County Park Rangers have been patrolling the park, we have averaged about 10 to 20 people inside the park when the Park Rangers have been there.

We have not experienced any issues with the pavilions or anyone not having the proper permits.

Attached are the dates and times a Park Ranger has been inside Elms Road Park.

If you have any questions, please feel to contact me.

Respectfully,

A handwritten signature in black ink, appearing to read "Rick Witham".

Rick Witham
Chief Ranger

Dates and times inside Elms Road Park:

06-29-2025- Sunday	0940 to 1030
07-05-2025- Saturday	1000 to 1130
07-06-2025- Sunday	1000 to 1130
07-12-2025- Saturday	1000 to 1130
07-13-2025- Sunday	1010 to 1140
07-19-2025- Saturday	1000 to 1130
07-20- 2025- Sunday	1000 to 1130
07-26-2025- Saturday	1000 to 1132
07-27-2025- Sunday	1000 to 1130
08-02-2025- Saturday	0945 to 1130
08-03-2025- Sunday	1004 to 1130
08-09-2025- Saturday	1030 to 1200
08-10-2025- Sunday	1005 to 1135



Genesee County Parks and Recreation Commission
RANGER DIVISION
5045 Stanley Road, Flint, Michigan 48506
Telephone Number 810-731-7100



MEMORANDUM

Date: August 18, 2025

TO: Adam Zettel
City of Swartz Creek Manager

FROM: Rick Witham
Chief Ranger

RE: Elms Road Park Detail

Sir,

This weekend we had about 25 people each day inside the park.
We had no incidents within the park or at any pavilions.

Attached are the dates and times a Park Ranger has been inside
Elms Road Park.

If you have any questions, please feel to contact me.

Respectfully,

Rick Witham
Chief Ranger

Dates and times inside Elms Road Park:

08-15-2024- Saturday 1100 to 1300 (1pm)

08-16-2028- Sunday

1107 to 1300 (1pm)

**SWARTZ CREEK AREA FIRE DEPT:2026
BUDGET-DRAFT**

ACCT #		23 BUDGET	23 ACTUAL	24 BUDGET	24 ACTUAL	25 BUDGET	26 BUDGET	DEFINITION
	REVENUES:							
3528	Other Federal Grants							
3582	Contributions-Operating	\$599,594.83	\$599,594.83	\$394,536.09	\$394,536.09	\$371,197.00	\$382,131.14	Estimated Operating Contributions
3583	Contributions-Equipment	\$683,217.00	\$683,217.00					Estimated Equipment Contributions-combined with 3582
3628	Misc. Income (Sundry)	\$449.23	\$449.23				\$0.00	Miscellaneous Income
3630	Grant Income	\$3,450.00	\$3,450.00				\$0.00	Grant Income
3664	Interest Income	\$1,550.00	\$1,550.00					Interest from Deposits
3673	Sale of Fixed Assests			(\$2,084.43)	(\$2,084.43)			Sale of Miscellaneous Used Items
	TOTAL REVENUES	\$1,288,261.06	\$1,288,261.06	\$392,451.66	\$392,451.66	\$371,197.00	\$382,131.14	
	EXPENSES							
4703	Social Security	13,606.90	12,725.40	13,484.50	11,657.56	13,561.00	13,828.14	Social Security - .0145%, FICA - .062%
4704.1	Salaries - Chief	31,500.00	31,500.00	31,500.00	31,500.00	31,500.00	31,500.00	Chief
4704.2	Salaries - Staff	6,475.00	6,475.00	10,400.00	499.50	10,400.00	10,000.00	Accounting Specialist & Clerical
4705	Salaries - Maintenance	22,225.05	17,736.73	22,900.00	20,566.02	23,900.00	24,900.00	Maint., Qtr. Master, Train. Officer, FF Labor, Pump Testing
4706	Salaries - Officers	16,621.20	12,758.00	18,468.00	14,182.00	18,468.00	22,860.00	1 Asst. Chief, 1 Batt. Chief, 2 Capt., 4 Lieut.2 Sgt.
4707	Salaries - Firefighters	98,064.77	98,064.77	82,450.59	82,450.59	93,000.00	91,500.00	Est. Fire Run/Training Payment for Firefighters
4708	Deferred/Direct Response Comp.	3,015.00	2,331.52	3,015.00	2,335.04	3,015.00	3,015.00	Deferred Comp. Employer Paid
4709	Medical - Firefighters	7,630.00	7,630.00	8,425.00	8,425.00	9,408.00	9,408.00	Physicals, Hept. - B Shots
4710	Unemployment Payments	500.00	-	500.00	-	500.00	500.00	Unemployment Payments
4715	Unforseen Fees				-	-	4,000.00	Unforseen Fees
4727	Office Supplies	2,146.53	2,146.53	1,950.00	1,825.95	2,350.00	2,350.00	Clerical Supplies,Postage,Shipping
4728	Building Supplies/Maint	2,890.00	2,751.16	3,740.00	3,359.62	4,140.00	3,940.00	Utility Paper, Cleaning Supplies, Light Bulbs, Keys
4741	Equip/Oper. supplies	12,960.00	7,375.55	14,400.00	12,424.01	12,500.00	12,500.00	Small tool, Batteries, Fuel, Filters etc...
4801	Contract Services	8,700.00	7,364.21	8,625.00	6,104.75	9,800.00	10,000.00	Audit,Legal,Cleaning,Advertising,Copier Maint. Agree.,Photos
4850	Communications	5,392.97	4,187.13	5,720.00	4,532.72	6,800.00	9,300.00	Telephone/Internet Service
4910	Insurance	29,222.00	29,222.00	28,200.00	25,207.00	26,700.00	30,700.00	Fleet, Liability, Workers' Comp.
4920	Utilities	19,350.00	16,816.23	21,500.00	17,491.34	18,100.00	18,100.00	Gas/Electric, Water/Sewer
4960	Education & Training	10,485.00	6,770.54	12,666.33	12,666.33	14,575.00	14,500.00	Dues, Classes/Materials, Prevention Materials,Subscriptions
4970	Office Equipment	1,000.00	793.70	1,000.00	777.56	1,000.00	1,000.00	Office Equipment
4976	Fire Equipment	278,767.61	278,767.61	72,140.21	68,888.33	23,150.00	27,700.00	Gear,Suppression Equip.Pagers,Radios
4978	Fire Equip-Maint./Repair/Upgrades	36,139.07	36,139.07	23,980.00	21,081.90	38,530.00	30,730.00	Maint. Agree., Repair & Upgrades of Fire Equipment
4984	Computer Hardware/Repair	1,707.57	1,707.57	1,800.00	1,599.98	1,800.00	1,800.00	Computer Hardware & Hardware Repair
4988	Computer Software/Upgrade	5,645.62	5,645.00	7,671.46	7,671.46	8,000.00	8,000.00	Computer Software, Software Upgrades, Train. Matls.
	Sub-total Expenses	614,044.29	588,907.72	392,451.66	355,246.66	371,197.00	382,131.14	382,332.91 3.02% Increase over 2025
4981	Apparatus	\$683,217.00	\$683,217.00		-			
	Total Expenses	1,297,261.29		355,246.66			382,131.14	
	Net Income (Loss)	\$11,841.00		\$37,205.00			\$0.00	
	Fund balance beginning of the year	\$0.00		\$0.00			\$0.00	
	Fund balance end of the year	\$11,841.00		\$37,205.00			\$0.00	

SWARTZ CREEK AREA FIRE DEPARTMENT
2026 BUDGET DRAFT

2026 Budget							
Account					2025	2026	Change
4703 Social Security					13,561.00	13,828.14	267.14
	2023 Actual		\$12,725.40				
	2024 Actual		\$11,657.56				
	Chief Salary				\$31,500.00	\$31,500.00	\$0.00
	Acct & Clerical Wage				\$10,400.00	\$10,000.00	-\$400.00
	Officers				\$18,468.00	\$22,860.00	\$4,392.00
	Main/Train				\$23,900.00	\$24,900.00	\$1,000.00
	Firefighters				\$93,000.00	\$91,500.00	-\$1,500.00
	TOTAL		\$180,760.00	0.0765	\$13,561.00	\$13,828.14	\$267.14
4704.1 Chief Salary					\$31,500.00	\$31,500.00	\$0.00
	2023 Actual		\$31,500.00				
	2024 Actual		\$31,500.00				
	Chief's Salary				\$31,500.00	\$31,500.00	\$0.00
4704.2 Accounting Specialist & Clerical Wages					\$10,400.00	\$10,000.00	(400.00)
	2023 Actual		\$6,475.00				
	2024 Actual		\$499.50				
	Accting Specialist Wage (\$20 hr, avg 10 hrs a week)				\$10,400.00	\$10,000.00	-\$400.00
	TOTAL				\$10,400.00	\$10,000.00	-\$400.00
4705 Maint. & Train. Wages					\$23,900.00	\$24,900.00	\$1,000.00
	2023 Actual		\$17,736.73				
	2024 Actual		\$20,566.02				
	Quarter Master Duties	\$200/mth			\$2,400.00	\$2,400.00	\$0.00
	Training Duties	\$200/mth			\$2,400.00	\$2,400.00	\$0.00
	Assit Quarter Master Duties	\$100/mth			\$1,200.00	\$1,200.00	\$0.00
	IT Specialist	\$100/mth			\$1,200.00	\$1,200.00	\$0.00
	Fire Prevention Duties	\$100/mth			\$1,200.00	\$1,200.00	\$0.00
	Firefighter Labor:						
	Hall/Apparatus Duties	Normal Firefighter hourly rate			\$10,500.00	\$10,500.00	\$0.00
	Flow Testing/SCBA Tech Maint	Normal Firefighter hourly rate			\$2,000.00	\$2,000.00	\$0.00
	Mechanic Maintenance Duties	Normal Firefighter hourly rate			\$3,000.00	\$4,000.00	\$1,000.00
	TOTAL				\$23,900.00	\$24,900.00	\$1,000.00
4706 Officer Salary					\$18,468.00	\$22,860.00	\$4,392.00
	2023 Actual		\$12,758.00				
	2024 Actual		\$14,182.00				
	Asst. Chief (1)	250/mth	375/mth		\$3,000.00	\$4,500.00	\$1,500.00
	Batt. Chief (1)	187/mth	280/mth		\$2,244.00	\$3,360.00	\$1,116.00
	Captain (2) -\$167ea	334/mth	175/mth		\$4,008.00	\$4,200.00	\$192.00
	Lieutenant (4) -\$142ea	568/mth	165/mth		\$6,816.00	\$7,920.00	\$1,104.00
	Sergeant (2) -\$100ea	\$200/mth	120/mth		\$2,400.00	\$2,880.00	\$480.00
	TOTAL				\$18,468.00	\$22,860.00	\$4,392.00

SWARTZ CREEK AREA FIRE DEPARTMENT
2026 BUDGET DRAFT

4707	Firefighter Wages				\$93,000.00	\$91,500.00	-	\$1,500.00
	2023 Actual		\$98,064.77					
	2024 Actual		\$82,450.59					
	FIREFIGHTER (2021 Raise)							
	Probation I				\$12.50	\$12.50		\$0.00
	Probation II				\$13.25	\$13.25		\$0.00
	FFI				\$14.00	\$14.00		\$0.00
	FFII				\$17.00	\$17.00		\$0.00
	Officer I				\$19.00	\$19.00		\$0.00
	Officer II				\$20.00	\$20.00		\$0.00
	Officer III				\$22.00	\$22.00		\$0.00
	Medical				\$1.00	\$1.00		\$0.00
	Tenure		+ .50 for 3yrs; 5yrs & 5 year increments					
	Pump Operator				\$0.50	\$0.50		\$0.00
4708	Deferred Compensation				\$3,015.00	\$3,015.00		\$0.00
	2023 Actual		\$2,331.52					
	2024 Actual		\$2,335.04					
	Firefighters: flat rate, \$52 per yr X18 FF				\$936.00	\$936.00		\$0.00
	Firefighters: \$1.50 per run x 18 FF X 60 runs (includes alarms & training)				\$2,079.00	\$2,079.00		\$0.00
		TOTAL			\$3,015.00	\$3,015.00		\$0.00
								\$0.00
4709	Medical Expense				\$9,408.00	\$9,408.00		\$0.00
	2023 Actual		\$7,630.00					
	2024 Actual		\$8,425.00					
	FF Physicals				\$9,000.00	\$9,000.00		\$0.00
	Hept B injections 3 shots @ \$68(x2)				\$408.00	\$408.00		\$0.00
		TOTAL			\$9,408.00	\$9,408.00		\$0.00
4710	Unemployment Payments				\$500.00	\$500.00		\$0.00
	2023 Actual		\$0.00					
	2024 Actual		\$0.00					
	Unemployment Payments				\$500.00	\$500.00		\$0.00
		TOTAL			\$500.00	\$500.00		\$0.00
4715	Unforeseen Fees/Expenseses				\$0.00	\$0.00		\$0.00
	Unforeseen Fees/Expenseses				\$0.00	\$4,000.00		\$4,000.00
4727	Office Supplies				\$2,350.00	\$2,350.00		\$0.00
	2023 Actual		\$2,146.53					
	2024 Actual		\$1,825.95					
	Supplies (forms, envelopes, pens, etc...)				\$700.00	\$700.00		\$0.00
	Postage (stamps, special mailings)				\$400.00	\$400.00		\$0.00
	Shipping				\$1,200.00	\$1,200.00		\$0.00
	Sam's Club Membership				\$50.00	\$50.00		\$0.00
		TOTAL			\$2,350.00	\$2,350.00		\$0.00
	BUDGET DETAIL REVISED		2:47 PM					6/16/2025

SWARTZ CREEK AREA FIRE DEPARTMENT
2026 BUDGET DRAFT

4728	Building Supplies				\$4,140.00	\$3,940.00	-\$200.00
	2023 Actual		\$2,751.16				
	2024 Actual		\$3,359.62				
							\$0.00
	Paper Products				\$1,000.00	\$700.00	-\$300.00
	Cleaning Products				\$800.00	\$700.00	-\$100.00
	Light Bulbs				\$40.00	\$40.00	\$0.00
	Repairs/Updates				\$850.00	\$850.00	\$0.00
	Rehab/EMS Supplies				\$850.00	\$850.00	\$0.00
	First Aid Kit (restock)				\$600.00	\$800.00	\$200.00
	TOTAL				\$4,140.00	\$3,940.00	-\$200.00
4741	Equipment Supplies				\$12,500.00	\$12,500.00	\$0.00
	2023 Actual		\$7,375.55				
	2024 Actual		\$12,424.01				
							\$0.00
	Fuel				\$9,000.00	\$8,000.00	-\$1,000.00
	Filters				\$700.00	\$700.00	\$0.00
	Oil				\$400.00	\$400.00	\$0.00
	Small Tools				\$400.00	\$400.00	\$0.00
	Misc. Supplies				\$2,000.00	\$3,000.00	\$1,000.00
	TOTAL				\$12,500.00	\$12,500.00	\$0.00
4801	Contract Services				\$9,800.00	\$10,000.00	200.00
	2023 Actual		\$7,364.21				
	2024 Actual		\$6,104.75				
							\$0.00
	Emergency Excavating/Towing				\$500.00	\$500.00	\$0.00
	Auditing Service				\$5,800.00	\$6,000.00	\$200.00
	Maintenance Agreement-Copier				\$1,000.00	\$1,000.00	\$0.00
	Legal Service				\$2,500.00	\$2,500.00	\$0.00
	TOTAL				\$9,800.00	\$10,000.00	\$200.00
							\$0.00
4850	Communications				\$6,800.00	\$9,300.00	\$2,500.00
	2023 Actual		\$4,187.13				
	2024 Actual		\$4,532.72				
							\$0.00
	Web Site Domain Name (renew in 2025 GoDaddy)				\$250.00	\$250.00	\$0.00
	Web Site Domain Hosting (1and1 renew 2025)				\$250.00	\$250.00	\$0.00
	IAR (I Am Responding) Smart Phone Program				\$800.00	\$800.00	\$0.00
	Phone Equipment				\$1,000.00	\$3,500.00	\$2,500.00
	Phones/Internet Access				\$4,500.00	\$4,500.00	\$0.00
	TOTAL				\$6,800.00	\$9,300.00	\$2,500.00
4910	Insurance				\$26,700.00	\$30,700.00	\$4,000.00
	2023 Actual		\$29,222.00				
	2024 Actual		\$25,207.00				
							\$0.00
	Liability and Property Insurance				\$18,000.00	\$22,000.00	\$4,000.00
	Worker's Compensation				\$8,500.00	\$8,500.00	\$0.00
	MML Membership				\$200.00	\$200.00	\$0.00
	TOTAL				\$26,700.00	\$30,700.00	\$4,000.00
4920	Utilities				\$18,100.00	\$18,100.00	\$0.00

SWARTZ CREEK AREA FIRE DEPARTMENT
2026 BUDGET DRAFT

	2023 Actual	\$16,816.23				
	2024 Actual	\$17,491.34				
	Water/Sewer			\$3,100.00	\$3,100.00	\$0.00
	Gas/Electric			\$15,000.00	\$15,000.00	\$0.00
		TOTAL		\$18,100.00	\$18,100.00	\$0.00
4960	Education & Training			\$14,575.00	\$14,500.00	-\$75.00
	2023 Actual	\$6,770.54				
	2024 Actual	\$12,666.33				
						\$0.00
	FIREFIGHTER TRAINING					\$0.00
	Misc. FF Classes			\$2,000.00	\$2,000.00	\$0.00
	ADVANCED TRAINING					\$0.00
	Officer Classes/National			\$8,000.00	\$8,000.00	\$0.00
	CERTIFICATIONS					\$0.00
	CPR			\$300.00	\$300.00	\$0.00
	MEMBERSHIPS					\$0.00
	Michigan Fire Chiefs			\$245.00	\$245.00	\$0.00
	Genesee Co. Fire Chiefs \$63 ea x 3 + \$312 dept			\$575.00	\$575.00	\$0.00
	Shiawassee Co. Firefighters			\$75.00	\$0.00	-\$75.00
	Mi State Fireman's Assoc \$30 ea x35 + \$75 dept			\$975.00	\$975.00	\$0.00
	Mi Fire Inspectors Accociation			\$85.00	\$85.00	\$0.00
	Hundred Club			\$150.00	\$150.00	\$0.00
	Mi Fire Instructors Association (2)			\$170.00	\$170.00	\$0.00
	TRAINING SUPPLIES			\$500.00	\$500.00	\$0.00
	FIRE PREVENTION					\$0.00
	Misc. Materials/handouts/audio visual aides			\$500.00	\$500.00	\$0.00
	Fire Safety Trailer			\$1,000.00	\$1,000.00	
		TOTAL		\$14,575.00	\$14,500.00	-\$75.00
						\$0.00
4970	Office Equipment			\$1,000.00	\$1,000.00	\$0.00
	2023 Actual	\$793.70				
	2024 Actual	\$777.56				
						\$0.00
	Upgrades/Repairs			\$1,000.00	\$1,000.00	\$0.00
		TOTAL		\$1,000.00	\$1,000.00	\$0.00
						\$0.00
4976	Fire Equipment			\$23,150.00	\$27,700.00	\$4,550.00
	2023 Actual	\$278,767.61				
	2024 Actual	\$68,888.33				
	Turn Out Gear (2)			\$7,500.00	\$7,500.00	\$0.00
	Misc Equipment			\$4,000.00	\$4,000.00	\$0.00
	Uniforms			\$2,000.00	\$2,000.00	\$0.00
	10 yr Anniversary Helmet (1)			\$450.00	\$450.00	\$0.00
	Replacement Helmets (5)			\$1,500.00	\$2,250.00	\$750.00
	Leather Fire Boots (5)			\$2,500.00	\$2,500.00	\$0.00
	Replacement Gloves			\$2,000.00	\$0.00	-\$2,000.00
	Advanced Enrty Tools/Saws			\$3,200.00	\$0.00	-\$3,200.00
	Replacement Hoods				\$5,000.00	\$5,000.00
	Replacement Thermal Camera - E11				\$4,000.00	\$4,000.00
		TOTAL		\$23,150.00	\$27,700.00	\$4,550.00

SWARTZ CREEK AREA FIRE DEPARTMENT
2026 BUDGET DRAFT

4978	Fire Equipment-Maint/Repair				\$38,530.00	\$30,730.00	(7,800.00)	
	2023 Actual		\$36,139.07					
	2024 Actual		\$21,081.90					
	Truck Repair				\$9,000.00	\$9,000.00	\$0.00	
	Jaws Pump Maint - Bi-Annually				\$1,500.00	\$1,500.00	\$0.00	
	Turn-Out Gear Repair/Cleaning				\$2,000.00	\$2,000.00	\$0.00	
	Ladder Certification				\$1,000.00	\$1,000.00	\$0.00	
	Annual Pump Test/Maint				\$2,000.00	\$2,000.00	\$0.00	
	Headset - Wired Communications (E12)				\$6,300.00	\$0.00	-\$6,300.00	
	Pager/Radio Repair/Upgrade				\$2,000.00	\$2,000.00	\$0.00	
	SCBA Repair				\$500.00	\$1,000.00	\$500.00	
	Fire Extinguishers Maint				\$800.00	\$800.00	\$0.00	
	Misc. Equipment Repair				\$1,500.00	\$1,500.00	\$0.00	
	Posi Check Calibration (10 yr ovehaul)	**potential split 50/50 with G			\$7,250.00	\$7,250.00	\$0.00	
	OHD Facemask Fit Equipment	**potential split 50/50 with G			\$820.00	\$820.00	\$0.00	
	Air Compressor M/A (2)				\$1,860.00	\$1,860.00	\$0.00	
	Replacement Truck Air Compressor (1)				\$2,000.00	\$0.00	-\$2,000.00	
					\$38,530.00	\$30,730.00	-\$7,800.00	
4981	Apparatus				\$0.00	\$0.00	\$0.00	
	2023 Actual		\$683,217.00					
	2024 Actual		\$0.00					
	TOTAL				\$0.00	\$0.00	\$0.00	
4984	Computer Hardware/Repairs				\$1,800.00	\$1,800.00	\$0.00	
	2023 Actual		\$1,707.57					
	2024 Actual		\$1,599.98					
	Computer/Monitor Upgrades				\$1,500.00	\$1,500.00	\$0.00	
	Repairs				\$300.00	\$300.00	\$0.00	
	TOTAL				\$1,800.00	\$1,800.00	\$0.00	
4988	Computer Software/Upgrades				\$8,000.00	\$8,000.00	\$0.00	
	2023 Actual		\$7,375.55					
	2024 Actual		\$7,671.46					
	Quickbooks				\$4,000.00	\$4,000.00	\$0.00	
	Misc Program Support (IOS, Windows)				\$4,000.00	\$4,000.00	\$0.00	
	TOTAL				\$8,000.00	\$8,000.00	\$0.00	

Swartz Creek Area Fire Department 2026 Budget Explanation List:

~June 14 2025~

4703: Social Security:

Change based on wage amounts

4704.1 Chiefs Salary:

Board Discretion, Fire Chief has not requested any additional compensation same rate since 2017.

4704.2 Accounting Specialist & Clerical Wages:

The Chief, by board discretion, is receiving this pay. Budget reduced by \$400 based on resolution.

4705 Maintenance, Training, additional Labor cost:

\$1000 increase based on 2025 Maintenance costs

4706 Officer Salary

\$4392 Increase - No raise since 2015. These salaries are based on the last (2019) wage study.

4707 Firefighter wages

Slight reduction based on 2024 year to date.

4708: Deferred Compensation

No change

4709: Medical Expense

No change

4710: Unemployment Payments

No Change

4715: Unforeseen Fees/Expenses

\$4000 New line item recommended by the board in 2021. This line item would only be used in the event of a problem. This is being recommended due to a Tax fee issue in 2020 as well as a \$16,000 truck repair this year.

4727: Office Supplies

No Change

4728: Building Supplies

Reduced, based on 2024 and year-to-date costs.

4741: Equipment Supplies and general maintenance for fire equipment

No Change in total line, adjustments made based on 2024 and 2025 year to date.

4801: Contractual Services

\$200 increase due to the anticipated auditor increase.

4850: Communications

\$2500 Increase due to phone system issues. May need to replace the entire phone network. A current workaround is in place.

4910: Insurance

\$4000 increase due to new trucks and change to actual replacement cost instead of value replacement.

4920: Utilities

No Change

4960: Education, Memberships & Training

Slight reduction

4970: Office Equipment

No change

4976 Fire Equipment:

\$4,550 increase to \$27,700.00

#	Cost	Description
2	7500	Turnout gear
-	4000	Misc Equipment, tools etc.
-	2000	Uniforms
1	450	10 yr Helmet
5	1500	Transition to safer style helmet with more protection
30	5000	Replacement Particulate Hoods to replace expiring ones.
1	4000	Thermal Camera

Total Fire Equipment = \$27,700

4978 Fire Equip.-Maintenance/Repair/Upgrades

Overall reduction

4981 Apparatus Purchase

Payment due 2026-2027

4984

Computer Hardware (Repairs/Upgrades):

No Change

4988 Computer Software (New/Upgrades):

No Change

Sec. 10-161. - Definition.

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).



August 7, 2025

City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473

Attention: **Mr. Adam Zettel**
City Manager

Regarding: **Water Master Plan Update and AWIA**
Scope of Engineering Services

Dear Mr. Zettel:

OHM Advisors is pleased to submit this proposal for engineering services to develop a Water Master Plan for the City of Swartz Creek (City) and assist the City in complying with the United States Environmental Protection Agency requirements under the America's Water Infrastructure Act of 2018. If you recall, earlier this year we brought this to your attention and we have prepared the following project understanding and scope of services based on our previous discussions.

Statement of Understanding

The Water Master Plan will address several Department of Environment, Great Lakes, and Energy (EGLE) required items and will incorporate a Water Reliability Study (WRS), General Plan, and Asset Management Plan (AMP). The WRS focuses on planning for current and future water system demands. It addresses items listed under Part 12, Reliability, R 325.11203 and R 325.11204 of Act 399. The General Plan includes the hydraulic analysis of the system and addresses Part 16, R 325.11604 through R 325.11606. The AMP addresses requirements under Part 16, R 325.11606. An AMP includes condition assessment, failure risk analysis, and revenue structure to look at life-cycle costs of system operation, maintenance, and infrastructure repair or replacement. The America's Water Infrastructure Act of 2018 (AWIA) as enforced by the United States Environmental Protection Agency (EPA) requires an update to the City's Risk and Resilience Assessment (RRA) and Emergency Response Plan (ERP) in June 2026, and December 2026, respectively. The Water Master Plan and AWIA requirements are to be updated on a 5-year basis. The City last updated their AMP in 2018, and the WRS, General Plan and AWIA assessments were last completed in 2021.

The WRS focuses on planning items including population and water demands for three separate planning periods (existing, 5-year and 20-year). Average day, maximum day, and peak hour water demand are to be calculated for the three planning periods. In addition, fire protection needs (typically based on zoning) are to be identified. The WRS also documents the capacity of the existing water source (county supply), pumping, and storage. This analysis of overall system capacity is then compared to the existing and future needs of the system.

The General Plan includes the hydraulic analysis of the system as well as the Capital Improvement Plan (CIP). The hydraulic analysis shall include creation of pressure maps for the various water demand conditions for the three planning periods (current, 5-year and 20-year demands). Available fire protection shall also be provided. In addition, a comprehensive map of the system showing service boundaries, location of water system components, water main size, material, age and the location of hydrants and valves shall be shown. The final component of the General Plan is the CIP. The CIP must identify necessary system improvements for the 5-year and 20-year planning periods.



The AMP includes details of the system used to maintain an inventory of water utility assets including the following:

- Description of the methodology used to assess the criticality considering the probability of failure, consequences of failure and proximity to lead service line (LSLs).
- Statement of level of service goals details criteria set by the City for maintaining the system.
- 5-year and 20-year capital improvement plan which will address hydraulic deficiencies identified in the hydraulic analysis as well as condition deficiencies identified in the AMP analysis.
- A summary of the revenue structure and rate methodology to provide sufficient resources to implement the AMP.

The AWIA assessment involves updating the City's existing RRA and ERP. The RRA and the subsequent ERP will be developed in accordance with the requirements of Section 2013 of AWIA and other applicable Sections and requirements that are necessary, but not specifically referenced herein, as required by AWIA. OHM will act in the capacity of an advisor as the City develops its RRA and ERP. The final certification and eventual execution of these plans lies within the sole discretion of the City.

The City's water supply is provided by the Genesee County Drain Commission (GCDC). The City has three (3) inflow metered connections operated and managed by GCDC which feed the City's demand from Flint Township, and Clayton Township. The City's water main network is part of a GCDC transmission main which services water demands for Gaines Township to the South, Clayton Township to the West and Flint Township to the North. The City operates and maintains its own distribution system. The system includes approximately 17-miles of water main ranging in diameter from 6-inches to 12-inches. There is one (1) inactive elevated water storage facility in the City which was taken off-line in 1994.

Scope of Services

The objective of OHM Advisors' proposed scope of services is to prepare a plan with the aforementioned requirements as it relates to the City's water system. The following scope of services as outlined in the tasks below is proposed for the City's consideration:

Task 1: Project Initiation and Data Review

Under this task, OHM will initiate the project and obtain necessary information to proceed with the analysis. Specific work efforts include:

- Organize and attend a kick-off meeting with City staff to review project goals, objectives, project schedule, set future meeting dates, establish responsibilities for AWIA-related tasks, and confirm the list of key team and local partner contacts, which may include members of the City's Information Technology, Finance, Engineering, and Maintenance Departments, as necessary.
- Obtain necessary updated planning information to perform population projections and water demand calculations.
- Confirm desired fire protection rates and zoning information.
- Obtain the latest water utility GIS geodatabase from the City's GIS consultant and review updates to the water system.
- Review the status of the water system data from previous reports and identify required information to be updated.

Deliverables

- Kick-off meeting agenda and minutes



Task 2: Asset Management Plan

As part of this task, the received water utility GIS will be used to assess asset criticality by identifying the probability of failure (based on desktop condition analysis and break information) as well as consequence of failure. In addition, R 325.11606 now requires that the presence of LSLs must be a factor for prioritizing asset criticality. The presence of LSLs will be discussed with the City and considered when updating criticality factors. OHM has been involved with several water main replacement projects over the last 10 years and we understand that not a single lead service line has been identified in the City. OHM will use a combination of GIS and an AMP dashboard (Power BI format) to perform the calculations and analysis.

We propose to assist the City with creating their level of service goals. The level of service helps define the way the staff and water system stakeholders (residents, council, etc.) want the utility to perform over the long term. This work will be completed in collaboration with City staff.

Therefore, this task will aim to assist City finance staff (or their designee) with answering questions and perform revisions on the proposed, prioritized CIP in accordance with the City's request.

Specific work efforts include:

- Meet with City to review condition assessment methodology for horizontal assets.
- Perform desktop condition assessment methodology for horizontal assets.
- Review the City's lead service line (LSL) inventory and its plan for replacement.
- Review and determine horizontal asset criticality factors.
- Calculate Business Risk Exposure scores for horizontal assets.
- Review and create level of service goals with the City.
- Develop a dashboard to house the AMP data (Power BI format).

Deliverables

- Meeting agenda and minutes.
- Vertical asset inventory database.
- AMP dashboard.

Task 3: Planning and Demand Projections

Under this task, OHM will evaluate and analyze population and consumption data. OHM, with the assistance of City staff, will compile planning data that will be used in the creation of water system demand projections. Under this task, OHM will assemble, evaluate, and analyze water demands. OHM will use existing data to determine the City's average day, maximum day, and peak hour demands. 5-year and 20-year demands will be scaled based upon population projections. It will also be necessary to analyze water billing records to determine water loss within the system, provide a breakdown of water use by different customer classes, and to identify the top water users in the system. We assume that billing record data will be available for these calculations.

Specific work efforts include:

- Compile and report planning data as required by the provisions in Act 399. These items include the following:
 - a. Current, 5-year, and 20-year populations based upon U.S. Census Bureau population projections and City input.
 - b. Number of service connections and annual usage totals for each customer class as determined by the public water supply.
- Compile and report water production and consumption data (current, 5-year, and 20-year planning periods) as required by the provisions in Act 399. These items include the following:
 - a. Present and projected average daily demands.



- b. Present and projected maximum daily demands.
- c. Present and projected peak hourly demands.
- d. Present and projected fire flow demands.
- e. Basis for demand projections.
- f. Monthly and annual water production.
- Determine if the system has adequate supply capacity.
- Analyze non-revenue water.
- Meet with the City to review results from Task 2 and Task 3.

Deliverables

- Incorporate current and future demand and populations projections into a WRS dashboard.
- Meeting agenda and minutes.

Task 4: Hydraulic Model Improvement

OHM will review and update the City's existing hydraulic model with the received GIS data. Operational and demand data will be updated or added. The model will then be calibrated based on hydrant flow testing performed with this project. OHM will identify suggested hydrants for testing and assist the City with the flow tests. OHM proposes to perform the hydrant tests at the same locations as completed in the previous WRS. Two (2) days of field work for hydrant flow testing are included in this proposal.

This task will utilize the data gathered during Task 3 to create water demand scenarios for average day, maximum day, and peak hour conditions in the hydraulic model for the existing, 5-year, and 20-year planning periods.

As part of the General Plan requirements, maps displaying the water service district boundaries will be provided along with a map displaying water main size, material, and age. Hydrants, valves and other water system components are also required to be mapped.

Specific work efforts include the following:

- Update the existing model with the received GIS data to reflect the current system.
- Create water demand scenarios for average day, maximum day, and peak hour for existing, 5-year, and 20-year planning periods in the model.
- Input operational settings.
- Develop a hydrant testing plan.
- Provide a two (2) person field staff team to assist City staff for two (2) days of hydrant flow testing.
- Calibrate the model using the results of the hydrant flow testing.
- Use the updated model to determine if the system has adequate transmission capacity.
- Create General Plan map.

Deliverables

- Update existing water system hydraulic model.
- Hydrant flow testing results analysis.
- General Plan Map.
- Incorporate general plan map and model scenario data into the WRS dashboard.

Task 5: Hydraulic Analysis and Operational Update

Once the model has been updated and calibrated, it will be used to determine anticipated system pressures during average day, maximum day, and peak hour demand scenarios for existing conditions. Available fire protection during a maximum day demand period will also be shown. Deficiencies in pressure or areas of fire protection concern will be identified for existing conditions. EGLE requires that a minimum pressure of 35 psi be maintained throughout



the system during normal demand conditions, including peak hour demands. The model will also be used to assess system pressure and available fire protection for the 5-year and 20-year planning periods.

OHM will meet with City staff after the model has been analyzed for existing and future conditions. Proposed water system improvements to address existing pressure concerns (either too low or too high), system operations, and to improve desired fire protection will be reviewed. Once the improvements are identified and agreed upon with the City, the model will be updated to include those improvements. The agreed upon improvements will be incorporated into the water model, and pressure and fire protection maps will be updated for the existing and future projections, as required.

Specific work efforts include the following:

- ▶ Perform model analyses for average day, maximum day, and peak hour demand scenarios for existing, 5-year, and 20-year planning periods.
- ▶ Perform fire protection model analyses for existing, 5-year, and 20-year planning periods.
- ▶ Identify capital improvements needed to address pressure or fire protection concerns for the three planning periods.
- ▶ Meet with the City to review system deficiencies and the recommended capital improvements.
- ▶ Use modeling results for pressure and fire protection scenarios to update the Water Master Plan dashboard.

Deliverables

- ▶ Incorporate model pressure data into the Water Master Plan dashboard for the three (3) demand scenarios.
- ▶ Incorporate model fire flow data into the Water Master Plan dashboard for the three (3) demand scenarios.

Task 6: Capital Improvement Plan

We will create a Capital Improvement Plan (CIP) based on the recommendations from the AMP, hydraulic analysis, and input from the City on corresponding projects. Water system CIP projects will consider hydraulic issues identified during Task 5, the condition analysis findings from Task 2, and City-directed desired projects for 5-year and 20-year planning horizons. CIP projects will be incorporated into the Water Master Plan dashboard where they will be displayed spatially. An associated table will be provided in the dashboard summarizing asset location, asset type, project description, CIP year, and a conceptual cost estimate of construction. The City will have the opportunity to review a draft of the CIP and provide. Comments and feedback will be incorporated into the plan prior to the CIP being finalized. Development of a revenue structure is required by Part 16, R 325.11606. This proposal assumes the City will use the CIP created under this task to perform this assessment.

Deliverables

- ▶ Incorporate CIP project locations and details into the Water Master Plan Dashboard.
- ▶ Provide summary of CIP in tabular format for City to incorporate into their revenue structure assessment.

Task 7: Development of Water Master Plan Dashboard

As part of this task, a Water Master Plan dashboard will be finalized. The dashboard includes the findings, results, and conclusions from the above outlined tasks. OHM will meet with the City to review the findings and recommendations from the Water Master Plan report. Prepare and develop an executive summary highlighting findings of the Water Master Plan will be created for submission to EGLE.

Deliverable

- ▶ Finalized Water Master Plan dashboard for City use.
- ▶ Executive summary of Water Master Plan for submission to EGLE.



Task 8: Risk and Resilience Assessment

Specific work plan efforts associated with each task are detailed below:

- ▶ The City will provide OHM Advisors, for their review, the key documents and background information necessary to inform and launch the RRA process. OHM will review the background information as well as the RRA requirements.
- ▶ OHM Advisors will facilitate up to two (2) 1-hour workshops with the City to review information, identify and pair critical assets and threats, and calculate risks using the updated VSAT Tool which incorporates the Risk Analysis & Management for Critical Asset Protection (RAMCAP) Standard.
- ▶ OHM Advisors will facilitate two (2) 1-hour workshop with the City's key staff members to explain the purpose of and complete the AWWA Water Sector Cybersecurity Risk Management Tool. It is our experience that after participating in an initial workshop, there will be multiple questions that will need further internal investigation and discussion. The second workshop can then be used for discussions, explanations, and completing the tool. The results and recommendations from this tool will be shared and evaluated with the City to understand, analyze, and respond to identified risks.
- ▶ The Cybersecurity Tool shall also provide a prioritized listing of recommended improvements for consideration by the City. The financial risks associated with each asset threat pair estimated by the VSAT tool will be reviewed with the City.
- ▶ OHM will develop a draft RRA report that includes the RRA deliverable requirements for the City's review. The City will then provide comments and revisions to be incorporated into the final RRA report. OHM Advisors will provide the City with the final RRA report by June 5, 2026.
- ▶ The City's Certifying Official will electronically certify completion of the RRA to the EPA by the City's June 30, 2026, deadline with guidance from OHM Advisors, as needed. The RRA report itself should not be submitted to the EPA as part of the certification process as it is for internal use only.

Deliverable

- ▶ Final RRA report for internal City use and reference.

Task 9: Emergency Response Plan

Specific work plan efforts associated with each task are detailed below:

- ▶ The City will provide OHM Advisors with the key documents and background information necessary to inform and update the ERP process. OHM will review the existing ERP to identify missing components or updates needed to comply with AWIA requirements.
- ▶ OHM Advisors will facilitate up to two (2) 1-hour workshops with the City to update the existing ERP. The purpose of these meetings will be to review and identify the potential responses and available resources to address the recognized risks from the RRA. The ERP will synthesize this information into easily referred-to narratives, tables, and flow chart scenarios and procedures. This proposal assumes up to eight (8) flow chart scenarios and procedures will be developed.
- ▶ OHM will develop a draft ERP report that includes the ERP deliverable requirements for the City's review. The City will then review the report and provide comments and revisions to be incorporated into the final ERP report. OHM Advisors will provide the City with the final ERP report by December 5, 2026.
- ▶ The City's Certifying Official will electronically certify completion of the ERP to the EPA by the City's December 30, 2026, deadline or six months after certification of the RRA, whichever is first, with guidance from OHM Advisors, as needed. The ERP report itself should not be submitted to the EPA as part of the certification process as it is for internal use only.

Deliverable

- ▶ Compile a final ERP report for internal City use and reference.



Schedule

Assuming authorization by August 25, 2025, OHM Advisors proposes to submit the deliverables outlined below per the date provided. This duration is based on timely responses from the City when information requests are verbally or formally submitted. As outlined in the Scope of Services, ongoing involvement is needed by the City to maintain task progress and schedule.

Deliverable	Deliverable Date
General Plan Findings	February 27, 2026
Asset Management Plan Findings	February 27, 2026
Water Reliability Study Findings	February 27, 2026
Water Master Plan Dashboard	March 31, 2026
Water Master Plan Executive Summary	April 30, 2026
Risk and Resilience Assessment	June 30, 2026
Emergency Response Plan	December 30, 2026

Compensation

The services outlined above will be performed on an hourly basis in accordance with the enclosed *Standard Terms and Conditions* for the not-to-exceed amount of seventy-six thousand seven hundred dollars (\$76,700). This amount is based on the assumptions listed below. The estimated budget breakdown is as follows:

Engineering Effort	Cost
Task 1 – Project Initiation and Data Review	\$5,000
Task 2 – Asset Management Plan	\$7,500
Task 3 – Planning and Demand Projections	\$4,500
Task 4 – Hydraulic Model Improvement	\$14,200
Task 5 – Hydraulic Analysis and Operational Update	\$7,500
Task 6 – Capital Improvement Plan	\$3,400
Task 7 – Development of Water Master Plan	\$17,600
Water Master Plan Total	\$59,700
Task 8 – Risk and Resilience Assessment	\$9,500
Task 9 – Emergency Response Plan	\$7,500
AWIA Assessment Total	\$17,000
Project Total	\$76,700

Clarifications and Assumptions

The above-listed scope of services was prepared with the following assumptions:

- The City will provide operating criteria and data necessary for model analysis.
- The City will provide the most current water utility GIS geodatabase including water main, service line, system valve, hydrant, meter and any other water utility features stored in the GIS.
- The City will provide current water system risk calculation information.
- The City will perform hydrant flow testing with input from OHM field staff.
- Cost estimates created as part of the CIP section of the dashboard will be derived from unit prices based on diameter and length of similar construction of projects relative to the time of the dashboard creation. Cost estimates do not include factors such as restoration, mobilization, soil erosion practices, additional studies, etc. A detailed breakdown of costs will not be included.
- OHM will be pleased to provide any additional services for this project on an hourly basis. Services not included in this proposal:
 - Additional field verification or assistance.
 - GIS data collection.
 - Detailed cost estimates or design plans for proposed capital improvements.



Client Responsibilities

- City of Swartz Creek will provide a single point of contact to OHM who is knowledgeable about the project needs and desired outcomes
- City of Swartz Creek will provide the following, if available, to assist OHM with the project: a breakdown of water use by different customer classes, billing record data, monthly operating reports, daily pumping reports, hourly pumping data, population projections, records of control points in the system, and water main break data.

Authorization and Acceptance

If this proposal is acceptable to you, your signature on this letter with a copy returned to me will serve as our authorization to proceed. Upon execution, this Proposal, the Terms & Conditions and the other attachments will form our agreement. The basis of the fee will be time and materials up to a not-to-exceed fee of \$76,700 using the OHM Standard Rates for the year the work is being performed. Our 2025 rate table is attached, and the 2026 rate table will be provided once it is available.

Thank you for giving us the opportunity to be of service. We look forward to working with you on this project. This proposal is valid for 30 days. If you have any questions or comments, please contact me at nolan.pacitto@ohm-adivisors.com or (810) 623-3616.

Sincerely,
OHM Advisors

Acceptance
City of Swartz Creek

Nolan Pacitto, P.E.
Project Manager

Adam Zettel, AICP
City Manager

Enclosure: *Standard Terms and Conditions*
 2025 Hourly Rate Schedule

cc: Andy Harris, P.E., OHM

TERMS & CONDITIONS

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

17. OPINIONS OF PROBABLE COST. OHM ADVISORS preparation of Opinions of Probable Cost represents OHM ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.
18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
20. CONSTRUCTION OBSERVATION. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
21. HAZARDOUS MATERIALS. As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM

ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.

22. WAIVER OF CONSEQUENTIAL DAMAGES. The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
23. WAIVER OF SUBROGATION. The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
24. THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
25. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.
26. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.

OHM ADVISORS 2025 HOURLY RATE SCHEDULE



Classification	Level				
	I	II	III	IV	V
Professional Engineer	\$160	\$172	\$186	\$205	\$215
Graduate Engineer	\$140	\$150	\$154	\$162	\$175
Architect/Interior Designer	\$110	\$138	\$165	\$193	\$220
Landscape Architect	\$125	\$130	\$150	\$ 165	\$180
Planner	\$115	\$135	\$160	\$175	\$185
Project Coordinator/Urban Designer	\$85	\$120	\$130	\$155	\$175
Design Technician	\$110	\$128	\$145	\$163	\$180
Technician	\$105	\$123	\$140	\$156	\$165
Project Specialist	\$135	\$165	\$195	\$220	\$235
Professional Surveyor	\$150	\$166	\$180	\$195	\$210
Surveyor	\$110	\$126	\$138	\$153	\$168

Classification	I	II	III
Administrative Support	\$80	\$105	\$130
Technical Aide	\$80	\$85	\$90
Subject Matter Expert	\$235	\$285	\$360

Principal	\$237
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4130 Commerce Drive
Flushing, MI 48433
810-487-1560
Fax 810-487-1564

QUOTE TO:
CITY OF SWARTZ CREEK
8083 CIVIC DRIVE
SWARTZ CREEK, MI 48473
Attn: Rob Bincsik

City Council Packet



ESTIMATE	#13119
ESTIMATE DATE	Jul 2, 2025
EXPIRATION DATE	Aug 1, 2025

Steve's Plumbing & Excavating, LLC

City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473

(810) 635-4464
rbincsik@cityofswartzcreek.org

CONTACT US
1212 N Genesee Rd
Burton, MI 48509

(810) 742-4270
stevesplumbingofficemi@gmail.com

ESTIMATE

Sewer w/HDD

See your financing options
Prequalify to find out how much you can borrow within minutes and pay as low as \$319.97/mo*. Your credit score will not be affected.

Services

- Excavating Service - Service
- *Sanitary Sewer service (HDD)
 - Excavate sanitary sewer main (approximately 10ft in depth)
 - Excavate boring pit on North side of road for Directional Drilling
 - Directional drill approximately 50ft to main from North side
 - Pull back 6in HDPE pipe
 - Tap sewer main and install 6in riser
 - Open cut approximately 130ft of 4in schedule 40pvc with (3) 4in clean outs for future maintenance and stub up for new structure
 - Back fill to rough grade
 - Backfill tap with 3 yds. float stone and finish to a nice rough grade only

Included - Labor and Material

- Important - Information Regarding Your Service:
- 50% deposit due in order to schedule
 - Remaining 50% due the day of the plumbing service
 - Can be paid in cash, check, ACH, or Credit Card
- (3% non-cash adjustment applies to credit cards)
(Credit Cards and ACH can be paid on our website STEVESPHC.COM)

Subtotal	\$14,750.00
Tax (MI 6%)	\$0.00

Total \$14,750.00

Sewer w/Road Cut

See your financing options
Prequalify to find out how much you can borrow within minutes and pay as low as \$536.89/mo*. Your credit score will not be affected.

Services

- Excavating Service - Service
- *Sanitary Sewer service road cut
 - Excavate sanitary sewer main (approximately 10ft in depth)
 - Tap sewer main and install 6in riser

- Open cut approximately 130ft of 4in schedule 40pvc with (3) 4in clean outs for future maintenance and stub up for new structure
- Back fill to rough grade
- Backfill tap with 3 yds. float stone and finish to a nice rough grade only
- Traffic control
- Roadway trench backfill specs
- MDOT paving specs/multiple lifts

Included - Labor and Material

Important - Information Regarding Your Service:

- 50% deposit due in order to schedule
 - Remaining 50% due the day of the plumbing service
 - Can be paid in cash, check, ACH, or Credit Card
- (3% non-cash adjustment applies to credit cards)
(Credit Cards and ACH can be paid on our website STEVESPHC.COM)

Subtotal	\$24,750.00
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Tax (MI 6%)	\$0.00
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Total	\$24,750.00
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Water Service

See your financing options

Prequalify to find out how much you can borrow within minutes and pay as low as \$212.01/mo*. Your credit score will not be affected.

Services

Excavating Service - Service

*Water Service

- Call Miss Dig
- Excavate water main to make tap and for HDD pit
- Excavate intermediate pit for boring and 3piece coupling
- Directional Drill approximately 200 ft
- Pull back 200ft of 1in type "k" copper
- Make 1in wet tap on water main and install 1" corporation stop
- Install 1in curb stop and box at ROW
- Turn water on to check for leakage
- Backfill to a nice rough grade

Included - Labor and Material

Important - Information Regarding Your Service:

- 50% deposit due in order to schedule
 - Remaining 50% due the day of the plumbing service
 - Can be paid in cash, check, ACH, or Credit Card
- (3% non-cash adjustment applies to credit cards)
(Credit Cards and ACH can be paid on our website STEVESPHC.COM)

Subtotal	\$6,580.00
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Tax (MI 6%)	\$0.00
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Total	\$6,580.00
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Conveniently Pay Your Bill on our Website STEVESPHC.COM

All Credit Card Transactions are subject to a 3% Non-Cash Adjustment. All Cash, Check, and ACH Transactions have no additional fee.

We now have financing options available @ <https://www.enhancify.com/stevesphc>

Steve's Plumbing and Heating, LLC offers a 1-year labor warranty that starts the day the job is finished but cannot be honored if the bill is not paid in full.

Please note: Steve's Plumbing and Heating, LLC only installs quality parts that we trust will last. Any repairs which the client purchases parts to complete the service will not include a labor warranty unless the technician is found at fault. Additionally, there is no warranty when the client chooses to have the technician perform a service against the technician's recommendation. Steve's Plumbing and Heating, LLC is not responsible for anything that cannot be identified by miss dig. The homeowner is expected to provide a map of anything that resides in the ground and must be avoided such as (but not limited to) irrigation lines, electrical lines, animal fencing, and other utility lines.

NOTICE: Steve's Plumbing and Excavating, LLC, is not responsible for cleaning or restoring the interior or exterior of the property. This includes, but is not limited to, grass seed, straw, topsoil, or any other property restoration that is not included in the estimate.

We appreciate your business! Thank you!!