

City of Swartz Creek

AGENDA

Regular Council Meeting, Monday, October 27, 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 October 13, 2025 MOTION Pg. 29
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. 34
 - 6C. Priority Waste Services Extension Agreement & Existing Agreement Pg. 40
 - 6D. City Council Operating Rules Pg. 77
 - 6E. Local Officer Compensation Commission Supporting Documentation Pg. 85
 - 6F. DNR Trust Fund Grant Agreement Pg. 91
7. **MEETING OPENED TO THE PUBLIC:**
8. **COUNCIL BUSINESS:**
 - 8A. Garbage, Recycling, and Yard Waste Contract Consideration RESO Pg. 25
 - 8B. General Council Operating Rules DISCUSSION
 - 8C. Local Officers Compensation Commission Recommendations RESO Pg. 26
 - 8D. DNR Trust Fund Grant Agreement RESO Pg. 27
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION Pg. 28

Next Month Calendar (Public Welcome at All Meetings)

Planning Commission:	Tuesday, November 4, 2025, 7:00 p.m., PDBMB
City Council:	Monday, November 10, 2025, 7:00 p.m., PDBMB
Downtown Development Authority:	Thursday, November 13 2025, 6:00 p.m., PDBMB
Fire Board:	Monday, November 17, 6:00 p.m., Station #2
Park Board:	Tuesday, November 18, 2025, 5:30 p.m., PDBMB
Zoning Board of Appeals:	Wednesday, November 19, 2025, 6:00 p.m., PDBMB
City Council:	Monday, November 24, 2025, 7:00 p.m., PDBMB
Metro Police Board:	Wednesday, November 26, 2025, 11:00 a.m., Metro HQ

City of Swartz Creek Mission Statement

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

City of Swartz Creek Values

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

Honesty, Integrity and Fairness

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

Fiscal Responsibility

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

Public Service

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

Embrace Employee Diversity and Employee Contribution, Development and Safety

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

Expect Excellence

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

Respect the Dignity of Others

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

Promote Protective Thinking and Innovative Suggestions

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

**CITY OF SWARTZ CREEK
VIRTUAL REGULAR CITY COUNCIL MEETING ACCESS INSTRUCTIONS
MONDAY, OCTOBER 27, 2025, 7:00 P.M.**

The regular meeting of the City of Swartz Creek city council is scheduled for **October 27, 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:

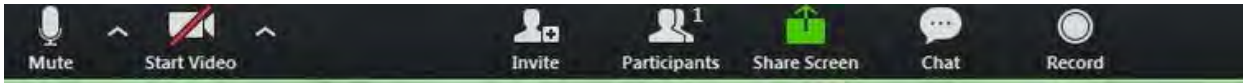
1. At the start time of your meeting, enter the link to join via computer. You may be instructed to download the Zoom application.
2. You have an opportunity to test your audio at this point by clicking on “Test Computer Audio.” Once you are satisfied that your audio works, click on “Join audio by computer.”

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: October 27, 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, October 27, 2025 - 7:00 P.M.

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

FROM: Adam Zettel, City Manager

DATE: October 22, 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)** *(Update)*

We received tentative notice that our preliminary engineering costs are set to be distributed in 2026 for Miller (Morrish to Elms) and the concrete section of Miller Road. The timeline and funds available do not match our estimates so we are meeting with the county staff to learn why this is. I do not expect this to be a problem moving forward. The previous report follows.

We have tentative funding for Miller, Morrish to Dye, as well as Elms Road. These two streets are divided 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.

The good news is that federal funds are available for all projects. The bad news is that the local match for all projects is 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 and concrete work on Cappy and Don Shenk is substantially complete. We expect to have all asphalt work done by the end of the month. In addition, we believe we have funds to increase the overlay on Cappy Lane from 2" of asphalt to 3", which will reduce reflective cracking and add years to the project. Overall, we are still on budget and set to complete the work in time for fall.

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. Bristol Road is complete and appears thicker than anticipated.

✓ **I-69 MDOT WORK (Update)**

It appears MDOT is going to be with us until the end of 2027. We have been asking direct, specific questions and getting general, broad answers. We have not been directly informed of any of the project plans, timelines, or closures. However, they indicate that they will include the city in the pre-construction meeting in the spring.

Based on what we can get from their Davison office, the work occurring now is only to build the temporary median crossover so that bridge work can begin in the spring. I suspect this will look a lot like the closures in north Oakland County, in which MDOT works on one side for one season and switches traffic for the following year.

The scope appears to include restoration of all bridges from Elms to I-75. We are not able to glean if this is complete rebuilding of the bridges, surface work only, or something in-between. I cannot answer with confidence that the work includes the Elms, Miller, and creek overpasses. Our understanding is that the Miller Road interchange will be closed for a period of time, but we do not know when this will start or for how long.

It is not clear how or if this will impact the hard closure by CN for November, our Miller Road asphalt work, or the proposed Miller Road concrete rehabilitation.

I am attempting to elevate our request for information, both for practical reasons and as a means to establish better general communication.

✓ **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 PLANS** (*No Change of Status*)

OHM is working on the 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).

Hydrant flow testing was done on the week of September 29th.

✓ **SPRINGBROOK WATER CONNECTOR** *(No Change of Status)*

We believe that the water main on Russel Drive between Springbrook and Springbrook East was never connected, even though the pipe was installed. This was affirmed with flow testing and interviews with installers. We are going to activate this line as soon as we can. This improvement will increase fire flows capacity and add system redundancy. The expense should be below the bidding threshold and is to be done at the established unit costs associated with the Cappy Lane watermain project.

✓ **SEWER ASSET MANAGEMENT PLAN** *(No Change of Status)*

DLZ is working to update our sewer district map and 20 year asset management plan. They are analyzing our GIS maps to better complete a redistricting of our system and to make a determination of theoretical flows based upon changes to the system since the last districting process.

Concerning the flow monitoring that is required to understand our non-theoretical capacities, we are requested that Genesee County include three such meters within their region-wide bidding process. These bids were due on October 7th, and there should be meters installed this year. 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.

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

✓ **SEWER INFLOW MITIGATION** *(Update)*

We may pause proceeding with the program as it relates to financially supported footing drain disconnects. At the last Water and Wastewater Advisory meeting, we learned that the treatment costs and penalties relating to the 2025 storm events would likely only amount to \$1,000 to \$6,000 in charges to the city.

The good news is that this level of charges/penalties is extremely small. The other ramification is that, with footing drain disconnects estimated to average around \$10,000 each, it is difficult to justify a program that actively funds the disconnection of these from the system. We will spend the winter months working with the county to explore more options. The previous report follows.

The county plans to start charging storm event surcharges after January 1, 2026. We will be learning more about the impact of this in the coming months. This is one more reason to continue to look for solutions to storm water inflow into the system. As we move forward with our sewer study and continue to liaise with the county, I will be looking to put together a draft footing disconnect program for the city council to consider.

I expect to debrief with our staff and the homeowner related to the pilot disconnect that was conducted this summer. The previous report that describes the I&I problem and our position follows.

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

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

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

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

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

In any event, there will likely come a time when homeowners are forced to disconnect, and the resources will not likely be available to conduct removals at that scale. This will require owners to provide some, perhaps all, of the disconnection cost. It is for that reason that we believe an incremental approach now will not only slowly relieve stress on the system, but it will be popular among interested homeowners.

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

✓ **HYDRANTS (Update)**

The contractor indicates that they have completed work and have submitted a bill for 300 hydrants. We obviously take issue with this. Our DPW has audited the work, and we have dozens of missed hydrants, pre-mature rusting, and other issues. Rob is liaising with them to see where we go from here. I can say that we have no intention of paying full price for the work that has been completed.

As of writing, it appears that at least 200 hydrants are acceptable. We plan to issue a check for 50% payment for work completed in good faith. We will expect correction of deficient work.

✓ **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 fall 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**. We intend rent equipment to conduct clearing in the near future with the assistance of the Swartz Creek Fine Arts Council and DDA. The site is not formally for sale, nor is there a concept plan for reuse.
2. The **reuse of Mary Crapo is moving forward nearly complete**. Construction is underway on phase one of the varsity baseball field. There are two pickleball courts that can double as skating in the winter.
3. **(Update) Street repair in 2025**. Work is underway on Don Shenk and Cappy. There are some minor issues, especially with concrete, but the budget, timeline, and product are substantially the same. Bristol Road has been paved by the county. 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. **(Update) The Brewer Condos** project is expected to submit an incentive application to complete the remaining twelve units. They were waiting on the DDA/TIF plan approval and are likely to apply in the next month.
5. The current phase of **Springbrook East is substantially complete**. We created a punch list for the infrastructure improvements, which the owner has nearly completed. The next step is to proceed with formal street dedication. I expected this in January, but the owner was in a tragic accident, which slowed the process. Things are moving again, but not in time to get this before the council in April to accept the streets, water, sewer, and storm. **There has been a sale of this project's future phases and real estate**. It appears JW Morgan and another partner are in control of future phases.
6. The **southwest corner of Elms & Miller** was seeing some increased activity. We met with the owner and an architect yet again in January. Though there is nothing imminent, there is enough interest to make me believe we may see something in 2025.
7. **Park Projects**. Projects currently include an active grant award for Otterburn (2026 construction is on track). Abrams Forestry should be in by the end of October. Bike racks are ordered for various areas at Abrams and Elms, Elms Park pickleball nets are in, a replacement sign at Abrams is now in, and Genesee County Park Ranger concluded patrols at Elms Park at the end of September. 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 former Techa Building on Holland Drive is for sale. 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. **The Holland Square** pergola has conceptual approval. Greg will be working on fundraising in the coming months. Please see the complete report below.
11. **Wayfinding & Branding Signs** are in. I think they look great. However, the corner of Miller and Elms is so congested with underground utilities, that we could not place this where we wished, resulting in some awkwardness with the sign and its intent. We are looking at alternatives, but nothing has presented itself yet. We also replaced the Hill Road entry sign and the main 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** right of way work is done, but we are requiring additional work to smooth the asphalt and to correct some concrete work. As of writing, we are working out specific solutions to do this with our engineer.
14. **(Update)** **Old Methodist Church** had an asbestos/lead survey completed as part of the MEDC RRC program. Over the summer, we 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.
15. The **Miller Road Rail Crossing** is due to start at the end of October. It WILL result in complete closure during its reconstruction.

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

The state is offering \$9,685 for industrial hygiene services for the church. This includes an asbestos and lead survey, as well as services to create bid specifications for procurement of remediation services. We are very pleased that this is available to us as another benefit of our RRC MEDC affiliation. I am including a copy of the Tri Terra service agreement. Again, this agreement is actually between the state and Tri Terra, with the church property benefiting. The previous report follows.

The RFQ for the old Methodist Church has come and gone without a submission. This has been broadcast all over the state, shared with trade groups, and delivered to known local and regional interests. This is not good news, but there may be assistance that can still be offered by the state to reduce real and perceived barriers to use. For example, funds may be able to cover the analysis and/or removal of lead and asbestos onsite, which makes many users worried when considering such a project.

The DDA is expected to consider this matter strongly this winter. I expect them to choose a direction that commits to preservation of the structure or to move quickly to a demolition. What we wish to avoid is a middle approach which may still result in significant expenses

over a period of time, without a commitment to preservation and use, which may still result in a wrecking ball. 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.

The DDA continues to market the site to potential users and request statements from interested parties that include a conceptual use, business plans, and qualifications. The DDA hopes to proceed to select one or more parties to negotiate a plan and transaction.

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

✓ **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** *(Update)*

We have expanded the mowing area at Otterburn, which will stand at \$300 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)*

With the state budget approved, the DNR indicates that funds are now officially obligated for the Trust Fund grant, in the amount of \$290,000! We possess a grant agreement that the DNR requires to proceed. This is a standard form instrument that we must abide by to get the funds. I have included the agreement and a resolution in the packet. These funds will be combined with private donations and the congressionally designated HUD funds (\$283,333.33) to make the project successful. The previous report follows.

We will look to have the water and sewer services extended as quickly as we can. 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. 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 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 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 in, with the exception of Otterburn. For this sign, we await the balance of the Otterburn improvements! As noted, we could not place the sign at Elms and Miller where we desired due to a very large amount of underground utilities. This has resulted in a less desirable placement. We looked into other nearby locations, but the ground is absolutely saturated with telecom, fiber, and power.

The Abrams Park primary sign has been installed 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 (this will require some future budgeted funds).

✓ **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)*

Holland Square was granted concept approval by the city council. includes the budget, design, lighting/sound scope, and Dort Financial naming rights. See the September 22nd meeting packet for details.

Greg will work on fundraising for the remainder of the budget. This will include leveraging funds from the MEDC crowdfunding campaign, Public Space & Community Places. This

program offers a \$1 for \$1 match for select projects and was used to good effect with Cosmos. We expect this to go live in November.

✓ **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)*

The bid from Nash Nursery to install 42 trees in Abrams Park has been approved. They started the plantings on October 20th. If any person, group, or business is interested in purchasing additional trees for Abrams or other areas at the bid prices (\$425 each installed), let me know!

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.

✓ **FUTURE WASTE, RECYCLING, AND YARD WASTE SERVICE (*Business Item*)**

I have a resolution to approve a contract agreement extension with Priority Waste per discussion at our last meeting. I am including the original agreement and bidding document for reference. The previous report follows.

Staff has been working to develop a bid for another five-year waste services contractor. Our intention is to solicit bids for service as it is performed today, with an alternate bid for bi-weekly recycling (as opposed to weekly service). The assumption at this point is that any service would use carts and be automated.

In the meantime, Priority has approached the city with an unsolicited offer to extend our agreement for five years. They propose a continuation of the same services at a rate of \$16.50 per stop, per month, with a 3% annual escalator. Our current rate is \$13.26 per stop, per month.

While this is a steep increase, it has a lot of face validity and appears to be very competitive, especially given that we have been warned by our governmental peers and those in the waste industry to expect 30% premiums over existing prices for our next contract. As it happens, a 30% increase over our current rate is \$17.24 per stop, per month.

I ask that the city council discuss this offer at the meeting. I am including their proposal and company information that was submitted. I can certainly attest that the price is competitive (see below) and the service meets expectations. I am not including a resolution at this time.

Whether or not a bid process would result in even lower pricing or more options, I cannot say. It stands to reason that a bid would result in the same offer from Priority and MAY include other competitive offers to consider. However, we have passed up on contract extension offers before, only to bid the service and have the current provider bid substantially higher than their extension offer (e.g. contract mowing services).

Below are bid and/or negotiated prices that I was able to get. The prices reflect bi-weekly recycling/yard waste and reflect a number of providers.

Village of Holly - \$19.95 (2024)
Davison - \$17.75 (2024)
Linden - \$16.95 (2024)
Mundy - \$16.50 (2024)
Grand Blanc - \$17.50 (2023)
Montrose - \$16.75 (2023)
Flushing - \$19.15 (2022)
Clayton - \$17.50 (2025)

All things considered, there is not a bad option here. If the city accepts the proposal, we are able to lock in a good price and a good escalator. We would do so knowing that there will not be disruption to the service by way of changing pick up days, frequency of collection, carts, etc. If we bid, we are **LIKELY** to see the same price again, perhaps with others that may be as competitive. The risk in doing so is that, during the bid timeframe, tipping fees could increase with the state, economic factors may drive prices up, or the company may look to adjust pricing to industry standards (e.g. the mowing bid scenario).

At the price quoted, our waste fund **WILL** be able to support all provided services based on our projections.

The previous report follows.

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.

✓ **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)

These properties were offered at auction but did not sell with the minimum bid. The properties will be auctioned again, as part of a large property bundle, without a minimum bid. I suspect they will be purchased by a national level property liquidator at some point.

✓ **PARK RANGER SERVICES** (*Update*)

The rangers provided service through the end of September. I included the final reports in the October 13 packet. The rangers have not engaged in any enforcement activity to date, nor have they provided detailed reports related to specific contacts or activities onsite. In addition, you can see that they did not vary their hours much, as requested. I expect the park board to consider this service at their October meeting. I believe the service has marginal value moving forward.

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

The federal portion of our audit, known as the single audit, is complete. It appears to have gone well. Our standard audit is underway. As of writing, there are no updates and there is not an anticipated date for the audit presentation.

✓ **PARKRIDGE DRIVEWAYS** (*Update*)

We are seeking injunctive relief on two properties with drives that were improperly installed. The owners are not working with the city in any way. Our attorney informed us that the appropriate 'look-back' time for enforcement is two years. The previous report follows.

We have gotten compliance from most property owners, with more choosing to work with us each day. However, it appears to have two that choose to ignore the issue or otherwise refuse to cooperate. We have sent out final notice letters that could require court action. At this point, we will work with the city attorney to proceed with a request for injunctive relief. See the September 22, 2025 packet for full details.

✓ **TEAM STRENGTHENING PROCESS** (*No Change of Status*)

This is scheduled for early November. The previous report follows.

I requested that the city council approve a professional service proposal that will enable our administrative team to participate in a dedicated team strengthening process.

Over the last few years, we have undergone much turnover at the department head level. In fact, all department heads are relatively new. This degree of change, along with some changes to our operations post-covid, has created a situation that is less than optimal for our staff to develop strong working rapports and the resulting team environment that we desire.

While we have been working diligently to foster a unified culture, open communication, and synergy, I believe more can be done. Given that I am a participant, as well as the administrator/facility, we may be at our limit of effectiveness without some outside assistance.

In speaking with staff and other municipalities about options, one individual is highly recommended to engage our staff in exactly what we need. Lewis Bender, Ph.D. has done work all over the state, including our neighbors of Grand Blanc, Fenton, Flushing, and Linden on exactly that type of municipal team building and strategizing that we are seeking. I have reached out to him for a proposal, and I have included this in the packet.

His standard model for improvement is to spend one day onsite for a fee of \$3,200 plus local travel expenses. The detailed purpose and tasks are stated in the proposal, and this is what I seek approval for at this time. It is likely, but not certain, that one day shall suffice. However, a debriefing with myself, staff, and Lew may indicate a desire or need to continue with future services. If this is the case, I will bring the matter back to the city council for review.

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

✓ **MONTHLY REPORTS (Update)**

Monthly reports are included.

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

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

The Planning Commission met on October 7, 2025. They went over the site plan review and special land use sections of the zoning ordinance as a form of training. Their next meeting is scheduled for November 4, 2025.

✓ **DOWNTOWN DEVELOPMENT AUTHORITY (No Change of Status)**

The DDA did not meet on October 9th. Their next regular meeting is scheduled for November 13th.

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

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

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

The Park Board met on October 21st. The meeting agenda was extensive, so please take a look at the attached draft minutes. Concerning decisions, they recommended some changes to the rules and fee schedule which I will have before the council in November. They also voted to relocate the Flock camera (since it did not generate a single notification), they voted to terminate Genesee County Park Ranger services, and they also requested that the mowing invoices be held until some related fence damage in the park is corrected.

Their next meeting is scheduled for November 18th. It is expected that the leadership of the Swartz Creek Youth Athletics will be in attendance to go over their general operations, food trucks, and noted park congestion. We also hope to have some information from the Conservation District arborist as it relates to managing trees at Otterburn Park.

✓ **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.

✓ **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.

- ❑ All concrete work and restoration work has been completed on Cappy and Don Shenk. Asphalt is scheduled to be completed next week. Trees will be planted following that work.
- ❑ DPS received a response from the MiBid dealers regarding truck pricing. We are awaiting a quote on a service body for one of the trucks. This price will determine whether we order the truck with or without a box.
- ❑ DPS has winterized the bathrooms at Abram's park due to being late in the season and some vandalism inside the bathrooms.
- ❑ DPS has started to get winter equipment ready.
- ❑ DPS with Dawe's completed the installation of a new hydrant at the yard and the first of two surge tanks.

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

The Financial Audit is winding down and we are gearing up for the Winter property tax season. 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)**

- ❑ Holland Sq: MEDC Funding for Patronicity is being decided after the state budget was finalized on 10/6. We expect to hear more about what funding is available in October.
- ❑ Holland Sq: We applied to the Consumer Energy Foundation for \$50,000 for the Pergola.
- ❑ Holland Sq: We met with the Flint Community Foundation for the initial step in funding for the Pergola. Funding will be made available in February 2026.
- ❑ Methodist Church: Contact was made with two local commercial lending institutions to establish a relationship and provide potential leads for applicants.
- ❑ 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 Morrish.
- ❑ The City Manager and the Economic Developer will be meeting with the Mott Foundation to discuss funding opportunities on September 18th.
- ❑ EV Charging Station data since September:

Site Name	Charged Amount (USD	Energy (KWH)	Processing	Licensing Fee	Site Payout (USD	Number of Sessions	Average Charging Duration (Minutes)	
City of Swartz Creek	\$	84.66	251.43	0	12.52	\$ 72.14	18	93.12

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

✓ **LOCAL OFFICERS COMPENSATION COMMISSION (Business Item)**

This group met September 25th and made their recommendation on city council compensation. Though not required, they also performed a review and recommended compensation for Zoning Board of Appeals, Election Workers, and Board of Review. Their findings are included in their minutes, which were affirmed on October 9th. I am also including the local code that provides for the commission and the summary sheet of existing and proposed compensation.

In short, they are recommending inflationary adjustments that match the bargaining agreement increases as compounded over the past two years. This is 8.15%, which is lower than the last two-year cycle, but higher than normal. Note that some election work pay was further augmented to account for recent changes to the length of election days, early voting, and comparable community competitiveness.

The recommendation for city council compensation is a passive approval, meaning that the changes will be effective UNLESS the city council advocates a different position. This avoids having members vote on their own compensation. I have a resolution to affirm ZBA Election Worker, and BOR wages. I recommend approval.

✓ **CITY COUNCIL OPERATING RULES (Update)**

I am including a marked copy of our City Council Operating Rules. This generally circulates once every two years when a new council is seated. So, everyone should be generally familiar with these. You should also note that our meetings and processes abide by the direction given.

We are looking at these now because Metro PD recently updated their rules and there were a few items that appear to warrant consideration for our council as well. Mayor Henry and myself have created the draft with the oversight of our counsel. Changes are generally small and include some contemporary labeling, removal of outdated material, and clarifications. The primary area of change includes added sections on the distribution of written and electronic communications to council for public hearings and general communications.

I suspect the changes are few enough and simple enough such that a sub-committee is not required. However, that is obviously for city council to decide. As such, I am including the draft without an expectation of a vote. Please take a look and consider whether the process for this level of review makes sense and whether the content of the changes is agreeable.

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/Miller/Elms area have been mobilized.

Genesee Wind Symphony: There are no conflicts with their schedule and our city council! They are hosting shows at the PAC on Sunday, November 2, at 3pm; Monday, December 15, at 730pm, Monday, February 16, at 730pm, Monday, March 16, at 730pm, and Monday, May 4, at 730pm.

**City of Swartz Creek
RESOLUTIONS**

Regular Council Meeting, Monday, October 27, 2025, 7:00 P.M.

Motion No. 251027 -4A

MINUTES – OCTOBER 13, 2025

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, October 13, 2025, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 251027-5A

AGENDA APPROVAL – OCTOBER 27, 2025

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Agenda as presented / printed / amended for the Regular Council Meeting of October 27, 2025, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 251027-6A

CITY MANAGER’S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council accept the City Manager’s Report of October 27, 2025, including reports and communications, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 251027-8A

**RESOLUTION TO APPROVE AN EXTENSION FOR THE
WASTE COLLECTION SERVICES AGREEMENT**

Motion by Councilmember: _____

WHEREAS, the current contract for waste collection and disposal, including the services of refuse, recycling, and yard waste, was awarded to GFL, Inc (now Priority Waste, LLC.) in June of 2021, and this agreement expires after June 30, 2026; and

NOW, THEREFORE, BE IT RESOLVED that the City of Swartz Creek City Council hereby adopts the following compensation table for Swartz Creek Zoning Board of Appeals, Election Workers, and Board of Review Members:

ZBA Chair:	\$30.79 per meeting
ZBA Member:	\$24.63 per meeting
Board of Review:	\$92.38 per meeting
Election Chair Early Voting	\$170 per day
Election Chair Election Day	\$300 per day
Election Chair Training	\$40 per session
Election Co-chair Early Voting	\$160 per day
Election Co-chair Election Day	\$280 per day
Election Co-chair Training	\$40 per session
Election Inspector Early Voting	\$140 per day
Election Inspector Election Day	\$250 per day
Election Inspector Training	\$40 per session
Election Receiving Board	\$60 per session

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 251027-8D

RESOLUTION TO APPROVE DNR TRUST FUND GRANT AGREEMENT, PROJECT TF24-0061

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek has planned, designed, acquired property, and secured federal and local funding towards the Otterburn Park Infrastructure Improvements; and

WHEREAS, The Michigan Department of Natural Resources has awarded the City of Swartz Creek \$290,000 towards the project; and

WHEREAS, A standard grant agreement is required to obligate and use said funds.

NOW, THEREFORE, BE IT RESOLVED that the City of Swartz Creek, Michigan, does hereby accept the terms of the Agreement (TF-24-0061) as received from the Michigan Department of Natural Resources, and that the City of Swartz Creek does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide Six Hundred Thousand Dollars and no cents (\$600,000) to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.

4. To regulate the use of the facility constructed and reserved under the Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 251027-11A

ADJOURN

Motion by Councilmember: _____

I Move the Swartz Creek City Council adjourn the regular council meeting of October 27, 2025.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE REGULAR COUNCIL MEETING
DATE October 13, 2025**

The meeting was called to order at 7:01 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, Knickerbocker, Henry.

Councilmembers Absent: Krueger.

Staff Present: City Manager Adam Zettel, Clerk Renee Kraft, Director of Public and Community Services Rob Bincsik.

Others Present: Priority Waste Representative Sam Caramagno, Dennis Cramer, Teresa Cannon, Jeffrey E. Kelley, Jeff Kelley.

Others Virtually Attended: Justin Sprague-OHM.

APPROVAL OF MINUTES

Resolution No. 251013-01

(Carried)

Motion by Councilmember Spillane
Second by Councilmember Knickerbocker

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday September 22, 2025 to be circulated and placed on file.

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

APPROVAL OF AGENDA

Resolution No. 251013-02

(Carried)

Motion by Councilmember Melen
Second by Councilmember Gilbert

I Move the Swartz Creek City Council approve the Agenda as printed for the Regular Council Meeting of October 13, 2025, to be circulated and placed on file.

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

CITY MANAGER'S REPORT

Resolution No. 251013-03

(Carried)

Motion by Mayor Pro Tem Hicks
Second by Councilmember Melen

I Move the Swartz Creek City Council accept the City Manager's Report of October 13, 2025, including reports and communications to be circulated and placed on file.

Discussion Ensued.

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

MEETING OPENED TO THE PUBLIC:

Dennis Cramer: Questioned the future of Fortino's Market. Response was that it is still in probate.

COUNCIL BUSINESS:

RESOLUTION TO APPROVE ORDINANCE #471 TO AMEND CHAPTER 6 ARTICLE II OF THE CODE OF ORDINANCES

Resolution No. 251013-04

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Melen

WHEREAS, on July 28, 2025, the Swartz Creek City Council held a public hearing as required by the Downtown Development Authority Act [MCL 125.4101, et seq] (the Act) on a proposal to amend the Downtown Development Authority Development and Tax Increment Financing Plans; and

WHEREAS, due notice of said public hearing was given to the public and the governing body of each taxing jurisdiction levying taxes within the proposed district which taxes would be subject to capture if a tax increment financing plan is approved, all as required by the Act; and

WHEREAS, none of the taxing jurisdictions levying taxes within the proposed district which would be subject to capture if a tax increment financing plan is approved, have adopted a resolution to exempt its taxes from capture; and

WHEREAS, more than sixty (60) days have passed since the public hearing on the proposed amended duration and capture tables, and

WHEREAS, the Swartz Creek City Council finds that a public purpose exists for amendment to the DDA Development and Tax Increment Financing Plan, and

WHEREAS, the Swartz Creek City Council also finds that the DDA Development and Tax Increment Financing Plan satisfies all findings and requirements of the Recodified Tax Incremental Financing Act (PA 57 of 2018).

**NOW, THEREFORE, BE IT RESOLVED, THE CITY OF
SWARTZ CREEK ORDAINS;**

ORDINANCE NO. 471

An ordinance to amend Chapter 6, Article II of the Code of Ordinances of the City of Swartz Creek to adopt an amended Downtown Development Authority and Tax Increment Financing Plan.

Section 1. Amendment of Chapter 6, Article II; amending Downtown Development Authority

Development and Tax Increment Financing Plan.

Chapter 6, Article II of the Code of Ordinances of the City of Swartz Creek is hereby amended to read as follows:

Sec. 6-34 Approval and Adoption of Development and Tax Increment Financing Plan

The City of Swartz Creek DDA & Tax Increment Financing Plan 2025 is hereby approved and adopted as set forth in Exhibit A hereto. The duration of the Plan shall be thirty (30) years from the effective date of the ordinance establishing this division. A copy of the Plan and any amendments thereto shall be maintained on file in the city clerk's office.

Section 2. Effective Date.

This Ordinance shall take effect 30 days following publication.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

DISCUSSION: PRIORITY WASTE PROPOSAL FOR TRASH, RECYCLING AND YARD WASTE

Priority Waste Representative Sam Caramagno discussed the new five (5) year proposal and answered City Council members' questions.

RESOLUTION TO APPROVE STREET USAGE & PUBLIC SPACE PERMIT FOR THE ANNUAL FIRE DEPARTMENT CHRISTMAS PARADE

Resolution No. 251013-06

(Carried)

Motion by Councilmember Knickerbocker
Second by Councilmember Gilbert

WHEREAS, the City of Swartz Creek issues street closure permits and public plaza usage permits for the purposes of holding public events from time-to-time; and,

WHEREAS, the Swartz Creek Area Firefighters Association has submitted an application for such a street closure for the purposes of hosting an annual Christmas parade in downtown Swartz Creek, as well as an application to use Holland Square and the adjacent streets for a Tree Lighting event; and,

WHEREAS, the Chief of Police finds the application satisfactory and the City Council finds the time, place, and manner of the parade and related events to be conducive to the health, safety, and welfare of the community.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Swartz Creek accept the Chief of Police's recommendation and approve the Swartz Creek Area Fire Fighters Association's Street Usage Application to hold an annual Christmas Parade on Saturday, December 6, 2025 from 6:00 PM to 8:00 PM (Fairchild to Miller, Miller from Fairchild to Morrish), route, stipulations and conditions as set forth in the application packet, a copy of which is attached hereto, under the direction and control of the office of the Chief of Police.

BE IT FURTHER RESOLVED THAT the City of Swartz Creek City Council hereby approves the Swartz Creek Area Fire Fighters Association's Municipal Property Reservation request to hold an annual tree lighting event for Holland Square and Holland Drive on Saturday, December 6, 2025 from 6:00 PM to 8:00 PM, with lot closure and conditions as set forth in the application packet, a copy of which is attached hereto, under the direction and control of the office of the Chief of Police.

BE IT FURTHER RESOLVED THAT the City of Swartz Creek City Council hereby authorizes and directs the Mayor to ensure quality weather, not too hot or too cold, with just the right amount of seasonal snow, for said events.

Discussion Ensued.

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

MEETING OPENED TO THE PUBLIC:

Dennis Cramer: Suggested councilmembers tour the recycling plant in Pontiac. He is also looking forward to the new plant opening in Flint.

REMARKS BY COUNCILMEMBERS:

Councilmember Spillane: Questioned if Mr. Bincsik had heard if there is a salt shortage? Mr. Bincsik responded he has not heard of any. Councilmember Spillane mentioned the Historical Society will hold an open house at Jeepers Creekers this Saturday, October 18, 2025 to view the Holland House.

Mayor Pro Tem Hicks: Discussed an antique store moving to this area from Birch Run.

Councilmember Knickerbocker: He believes that if the school is going to have a parade, they need to clean up waste and debris after the parade.

ADJOURNMENT

Resolution No. 251013-07

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Melen

I Move the Swartz Creek City Council adjourn the regular meeting at 8:12 p.m.

Unanimous Voice Vote.

Nate Henry, Mayor

Renee Kraft, CMC, MiPMC-2, City Clerk

Metro Police Authority Offense Summary

For Swartz Creek

Occurred 8/1/2025 - 8/31/2025

Offense	Total Offenses
0301 - 03000 - Illegal Entry	1
1178 - 11008 - CSC Fourth (4th) Degree - Forcible Contact	1
1305 - 13002 - Aggravated/Felonious Assault - Non-Family - Other Weapon	1
1313 - 13001 - Assault and Battery/Simple Assault	2
2202 - 22001 - Burglary - Forced Entry - Residence (Including Home Invasion)	2
2305 - 23005 - Larceny - Personal Property from Vehicle	1
2311 - 23003 - Larceny - From Banking Type Institution	1
2499 - 24001 - Stolen (Other)	1
2699 - 26001 - Fraud (Other)	1
2901 - 29000 - Damage to Property - Business Property	1
3806 - 38001 - Neglect Child	1
5309 - 53002 - Harassing Communications	1
5707 - 57001 - Trespass (Other)	1
8027 - 54002 - Operating with Blood Alcohol Content of .17% or more	2
8052 - 54003 - Exceeded Prima Facia Speed Limit	1
8073 - 54003 - Traffic - Reckless Driving	1
8273 - 54003 - Traffic - Driving on Susp/Revoked/Refused License	1
8275 - 54003 - Traffic - Driver License Law Violations	1
8280 - 54003 - Traffic - No Proof of Insurance	1
8328 - 54003 - Motor Vehicle Violation	3
9910 - 93001 - Traffic, Non-Criminal - Accident	9
9911 - 93002 - Traffic, Non-Criminal - Non-Traffic Accident	6
9913 - 93004 - Traffic, Non-Criminal - Parking Violations	4
9943 - 98007 - Inspections/Investigations - Suspicious Situations	1
9948 - 99003 - Miscellaneous - Missing Persons	3
9953 - 99008 - Miscellaneous - General Assistance	2
Total	50

Metro Police Authority Offense Summary

For Swartz Creek

Occurred 9/1/2025 - 9/30/2025

Offense	Total Offenses
1304 - 13002 - Aggravated/Felonious Assault - Non-Family - Gun	1
1310 - 13002 - Aggravated/Felonious Assault - Police Officer - Gun	1
1313 - 13001 - Assault and Battery/Simple Assault	2
1384 - 13003 - Computer/Internet Used for Harassment, Threats	1
2202 - 22001 - Burglary - Forced Entry - Residence (Including Home Invasion)	1
2399 - 23007 - Larceny (Other)	1
3074 - 30002 - Retail Fraud Theft 2nd Degree	1
3078 - 30002 - Retail Fraud Theft 3rd Degree	1
3806 - 38001 - Neglect Child	1
4196 - 41002 - Liquor Violation - Minor in Possession - Consume or Purchase Attempts	1
4801 - 48000 - Resisting Officer	1
5005 - 50000 - Contempt of Court	1
5596 - 55000 - Vapor/Alternative Nicotine, Possession/Use/Fraudulent Proof of Age by Minor, Third Offense	1
8047 - 54002 - Felony Long Term Incapacitating Injury by Drunk Driving	1
8271 - 54003 - Traffic - No Operators License	1
8273 - 54003 - Traffic - Driving on Susp/Revoked/Refused License	1
8328 - 54003 - Motor Vehicle Violation	1
9910 - 93001 - Traffic, Non-Criminal - Accident	6
9911 - 93002 - Traffic, Non-Criminal - Non-Traffic Accident	3
9941 - 98004 - Inspections/Investigations - Other Inspections	1
9948 - 99003 - Miscellaneous - Missing Persons	1
9953 - 99008 - Miscellaneous - General Assistance	4
Total	33

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
PARK AND RECREATION ADVISORY BOARD
MINUTES OF REGULAR MEETING
ABRAMS PARK
PAUL D. BUECHE MUNICIPAL BUILDING
OCTOBER 21, 2025

Meeting called to order at Abrams Park at 5:32 p.m. by Chairperson Barclay

Members Present: Barclay, Bosas, Cramer, Gonyea, Henry, K. Melen, W. Melen, D. Witter.

Members Absent: S. Witter.

Staff Present: Rob Bincsik, Rebecca Bosas, and Adam Zettel.

Others Present: Sandi Brill, Kenneth Brill, Boots Abrams, and three nursing students

Motion by Barclay to temporarily adjourn the meeting and reconvene at the municipal offices
(due to weather), support by K. Melen.

Unanimous Voice Vote.
Motion Declared Carried.

Meeting called to order at 5:44 p.m. at 8083 Civic Drive by Chairperson Barclay

Members Present: Barclay, Bosas, Cramer, Gonyea, Henry, K. Melen, W. Melen, D. Witter.

Members Absent: S. Witter.

Staff Present: Rob Bincsik, Rebecca Bosas, and Adam Zettel.

Others Present: Sandi Brill, Kenneth Brill, Boots Abrams, and three nursing students

APPROVAL OF AGENDA: Motion by Henry to approve the agenda for October 21, 2025, with the
addition of 9.I. Lawn Mowing, support by W. Melen.

Unanimous Voice Vote.
Motion Declared Carried.

APPROVAL OF MINUTES: Motion by Gonyea to approve minutes of August 19, 2025, support by
Henry.

Unanimous Voice Vote.
Motion Declared Carried.

MEETING OPEN TO THE PUBLIC: Sandi Brill, President of the Friends of Abrams Park, said that their group has not had recent meetings and has delayed their garden project at Abrams due to illness. She said that they will be meeting soon though and that they will be amending their plan. They are also working with a grant writer and designer.

COMMUNICATIONS TO THE BOARD:

- A. June 17, 2025 Minutes
- B. Staff Letter
- C. Abrams Park Bid Specifications
- D. Otterburn Update (distributed at meeting)

REPORTS:

- A. DPW Director Mr. Bincsik and Mr. Zettel gave updates. Abrams trees are going in. Otterburn DNR grant agreement is finally in. Holland Square is approved for fundraising. Trail signs are installed. Pickleball nets are going in. Some vandalism at Abrams Park. Cottonwood trees at Abrams are to be removed over time.

BUSINESS:

- A. Abrams Park New Sign: Adam described the new sign materials and project background.
- B. Food Trucks: The board discussed the impact of food trucks in general and as they impact Elms Park during youth football in the fall. It was generally felt that the park is very congested, and having a commercial enterprise that is drawing its own crowd was not advisable. The general congestion of the park during these times was discussed. The board requested that leadership of the youth program attend a future meeting to discuss.
- C. Otterburn Trees: The trees growing at Otterburn appear to be Cottonwoods. Given the issues at Abrams, it is felt that these trees should be removed. However, if male trees are not a nuisance, they may remain if they can be filtered. The board requested the input of the Conservation District arborist that has helped in the past.
- D. Park Ranger Services: It was felt that this service was not worth the expense.

Motion by Henry to discontinue Genesee County Park Ranger Services moving forward, support by Barclay.

Unanimous Voice Vote.
Motion Declared Carried.

- E. Rules, Regulations, and Fees: Overall, the system seems to be working. There was a notion that the parks, crowded as they are, should be prioritized for use by residents/taxpayers.

Motion by Barclay to increase non-resident fees by 10%, rounded to the nearest \$5, as well as to extend resident reservation only timeframe through March, support by W. Melen.

Yes: Barclay, Bosas, Cramer, Henry, K. Melen, W. Melen, D. Witter.

No: Gonyea

Motion Declared Carried.

- F. Flock Camera: The activities in 2025 were discussed. It is not believed that the park rangers do anything more than park in the very back of the park. There is not any discernible impact on enforcement or public relations. Adam will attempt to get the patrols to relocate and engage residents. Additional debriefing will be needed.

Motion by Barclay to allow the city to relocate the Elms Park Flock camera to an alternative street location, support by D. Witter.

Unanimous Voice Vote.

Motion Declared Carried.

- G. Elms Playscape: The playscape is about 35 years old and is generating some complaints. Staff believes that, while there are issues, the condition is safe, functional, and likely to be maintained for at least five years. However, a plan may need to be considered for its long-term viability.
- H. Abrams Creek Bank: Adam indicated that the city could likely rent a forestry head for a skid-steer and clear much of the bank. The board felt this should be done to the entire bank, sparing trees 4" in diameter or more.
- I. Lawn Mowing: There are ongoing issues with the current mower damaging fence at Abrams. This is an issue due to the damage and the integrity of the contractor not self-reporting. The service, alternatives, costs, and benefits were discussed at length.

Motion by Barclay retain the final payment from Boyd Lawn Care until the fence at Abrams is mended.

Yes: Barclay, Bosas, Cramer, Gonyea, Henry, K. Melen, W. Melen, D. Witter.

No: None,

Motion Declared Carried.

MEETING OPEN TO PUBLIC:

No comments.

BOARD MEMBER COMMENTS:

Board Member Cramer was happy to discontinue ranger services.

Board Member Gonyea was sorry we could not meet outside.

Board Member Henry noted that affordable exercise stations for Abrams may still be an option in the future.

Board Member Dave Witter felt Art in the Park went really well and was a good fit with pickleball.

Board Member Barclay went to the Mundy Township meeting and observed some political struggles there. He thinks they had a good idea with the placement of benches on their sledding hill.

Board Member Bosas felt the youth groups might make good volunteers for tree cutting at Otterburn.

ADJOURNMENT: Meeting adjourned at 6:28 p.m.

NEXT MEETING: November 18, 2025, 5:30 p.m.

Mark Gonyea, Secretary

EXTENSION OF THE RESIDENTIAL SINGLE HAULER WASTE COLLECTION AND DISPOSAL
PROGRAM AGREEMENT ENTERED INTO ON JUNE 17, 2021

This Extension of the Residential Single Hauler Waste Collection and Disposal Program Agreement, (the “Extension”) is entered into this ____ day of October, 2025, between the City of Swartz Creek, a Michigan political entity, organized and existing under the laws of the State of Michigan, located at 8083 Civic Dr., Swartz Creek, MI 48473 (the “City”), and Priority Waste, LLC, a Michigan limited liability company of 45000 River Ridge Dr., Suite 200, Clinton Township Michigan 48038 (“Priority”), collectively the “Parties”.

A. That on June 17, 2021, Green For Life Environmental Inc. (“GFL”) and the City, entered into an Agreement for a Residential Single Hauler Waste Collection and Disposal Program (the “Agreement”), providing for the curbside collection and pickup of residential refuse and other waste products at various locations within the City, as further defined in the Agreement. A copy of the Contract is attached as Exhibit A.

B. That on or about June 7, 2024, the City was notified that GFL was in the process of selling the municipal residential solid waste collection business to Priority Waste, LLC (“Priority”), which included the services provided to the Township under the Agreement. Consent to the assignment was requested.

C. That the City consented to the assignment as requested by GFL as set forth in the June 7, 2024, letter, a copy of which is attached as Exhibit B.

D. That the parties acknowledge that the Contract expires by its express terms on June 30, 2026, and that they mutually desire to extend the Agreement for five (5) years.

NOW THEREFORE, in consideration of the mutual promises, terms, benefits and conditions contained herein and such other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged the Parties, the Parties agree as follows:

1. The Recitals above are incorporated into and shall form part of this Agreement.
2. The pricing for once per week solid waste collection, once per week recycling collection and once per week yard waste collection shall be as follows:

5-Year term

- 07/01/2026 – 06/30/2027: \$16.50 per unit per month
- 07/01/2027 – 06/30/2028: \$17.00 per unit per month
- 07/01/2028 – 06/30/2029: \$17.50 per unit per month
- 07/01/2029 – 06/30/2030: \$18.03 per unit per month
- 07/01/2030 – 06/30/2031: \$18.57 per unit per month

Additional 95 gallon trash and recycling carts shall be available for purchase by City residents for the term of this Contract for One Hundred Twenty Five Dollars (\$125.00) per cart.

3. Priority shall provide the following commercial services at no additional cost to the City:

- Two six (6) yard Front Load dumpsters at the City's DPW yard located at 5121 Morrish Rd., Swartz Creek MI 48473, serviced twice per week.
- Two ten (10) yard roll off dumpsters for street sweepings, serviced on an on-call basis, located at the City's DPW yard located at 5121 Morrish Rd., Swartz Creek MI 48473.

4. Priority shall continue to provide the City with all existing services as set forth in the Agreement including but not limited to all collection and transportation services, maintain the current routes, and continue with existing pickup dates (Tuesdays) for each resident location. Any modification to services, a change in routes, or a modification of collection dates shall first be presented to the City for approval. The City shall not unreasonably withhold its approval for all such matters. The City shall approve all communications to be sent by Priority to the residents of the City regarding any matter under the Contract. The number of residential units at the time of this Extension is Two Thousand Thirty-Four (2,034).

5. Except for the City's obligation to pay amounts due under this Agreement, any failure or delay in performance under this Agreement by either party due to an Uncontrollable Event shall not constitute a breach of this Contract but shall entitle the affected party to be relieved of performance under this Contract during the term of such even and for a reasonable time thereafter. Provided that such event or condition is not caused by the negligence or willful misconduct of the affected party. For purposes of this clause, "Uncontrollable Event" includes, but is not limited to, natural disasters (such as floods, earthquakes, fires, or severe weather), government acts or regulations, acts of war, terrorism, civil disturbances, pandemics, or failures of utilities or transportation systems. However, the following shall not be considered Uncontrollable Events under this Agreement: labor strikes, work stoppages, lockouts, or any other labor disputes, whether involving the Contractor or its subcontractors; financial difficulties, including but not limited to inability to secure financing or the insolvency of the Contractor; and any event that the Contractor could have avoided through reasonable precaution or planning. In the event of an Uncontrollable Event, the affected party shall promptly notify the other party in writing and use diligent efforts to resume performance as soon as reasonably possible. Any failure to perform due to a work stoppage, strike, or other labor-related issue caused by the Contractor or its employees shall be deemed a breach of this Agreement.

6. Any written notice or communication required by this Contract shall be sent to the Contractor as follows:

Priority Waste LLC
Attention: Vincent Hoyumpa
45000 River Ridge Dr., Suite 200
Clinton Township, Michigan 48038

7. All other terms and conditions of the Agreement shall remain in full force and effect.

8. This Extension may be executed in one or more counterparts, each of which shall be an original. The parties may deliver this Extension by forwarding signed electronic copies via facsimile and email to the other party or attorney. Such electronic signatures shall be binding, and the parties waive any defense to the validity of this Extension based on any such electronic signature copy.

9. The signatories represent that they have full authority to bind their respective party to this Extension and no other consent is necessary or required for the signatories to execute this Extension on behalf of their respective parties.

10. There are no other prior or contemporaneous written or oral agreements or covenants not contained or merged herein. The Agreement including this Extension, may be further amended only by a written agreement executed by the Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Extension to be executed as of the date first written above.

CITY OF SWARTZ CREEK

By:
Its;

PRIORITY WASTE, LLC a Michigan
limited liability company

By: Vincent Hoyumpa
Its: General Counsel

EXHIBIT A

Contract

EXHIBIT B

Extension

Exhibit C

June 4, 2024 letter

**AGREEMENT BY AND BETWEEN THE
CITY OF SWARTZ CREEK AND GFL ENVIRONMENTAL USA, INC.**

THIS AGREEMENT is made and entered into this 17th day of June 2021, by and between the City of Swartz Creek, a Michigan municipal corporation, whose offices are located at 8083 Civic Drive, Swartz Creek, Michigan 48473, ("City") and GFL Environmental USA, Inc., a Delaware Corporation, whose offices are located at 26999 Central Park Blvd., Suite 200, Southfield, MI 48076 ("Hauler").

WITNESSETH:

WHEREAS, on or about February 24, 2021, the City received bids for the 2021 Single Hauler Waste Collection and Disposal Program in accordance with the City of Swartz Creek Garbage Collection and Disposal Ordinance ("Ordinance"), Request for Bid Specifications For Collection, Removal and Disposal of Refuse, Recycle and Yard Waste for the City of Swartz Creek, Michigan, Proposal Form, and attachments thereto ("Contract Documents"); and

WHEREAS, Hauler submitted a proposal that has been received, reviewed and determined by the City to be most responsive proposal and offering the best value for the cost of services; and

WHEREAS, representatives of the City and Hauler have met to negotiate the detailed terms and conditions of this Agreement; and

WHEREAS, the City desires to contract for the proposed services with Hauler and Hauler is willing to provide the services as more specifically set forth in the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

1. Scope of Services

Hauler shall, during the term of this Agreement or any extension thereof, collect, transport and dispose of all items of mixed waste, yard waste and recyclable materials from residential dwelling units and provide other services to the City in accordance with all of the provisions of this Agreement and any applicable federal, state and county laws and ordinances of the City. Hauler shall perform all other terms, conditions, requirements and services as set forth in the Contract Documents and those services that are incidental thereto without any additional compensation other than that set forth in this Agreement and the Contract Documents. Tuesday will be the typical collection day for services. Commercial customers that enter a contract with the City will also receive the same service as residential customers. Each will receive one waste and recycle container. Additional containers may be purchased for \$65.00.

2. Term

The initial term of this Agreement for services shall be for a five (5) year period. The initial term shall begin July 1, 2021 and expire June 30, 2026. Upon mutual agreement of the parties, this Agreement may be extended for additional six (6) month intervals.

3. Compensation

Hauler shall, during the term of this Agreement, collect, transport and dispose of all items of mixed waste and recyclable and yard waste materials at the following rates:

WEEKLY CARTED SOLID WASTE COLLECTION
WEEKLY CARTED RECYCLE COLLECTION AND
WEEKLY YARD WASTE COLLECTION

CONTRACT PERIOD

July 1, 2021 – June 30, 2022	\$12.25 per month per stop
July 1, 2022 – June 30, 2023	\$12.25 per month per stop
July 1, 2023 – June 30, 2024	\$12.62 per month per stop
July 1, 2024 – June 30, 2025	\$13.00 per month per stop
July 1, 2025 – June 30, 2026	\$13.26 per month per stop

Bin Cost (Initial)	Included
Bin Cost (Replacement)	Included
Bin Cost (Additional Cart)	\$65.00

Any owner/occupant requesting the disposal of bulk items that utilized refrigerants, including Freon, shall be responsible for the removal of the refrigerants prior to collection and disposal by Hauler.

Hauler shall not be responsible for the collection and disposal of household hazardous waste and the City acknowledges that such service will not be provided as part of this Agreement.

4. Independent Contractor

Hauler shall be deemed an independent contractor and not an employee of the City. Any and all employees, members or associates of Hauler or other individuals, while engaged in the performance of services for Hauler pursuant to the terms of this Agreement, shall not be considered employees of the City. Any and all claims that may arise on behalf of employees of Hauler or other individuals as a consequent of any act or omission on the part of the employees of Hauler shall in no way be the obligation or responsibility of the City. Hauler fully understands all consequences, financial and legal, of the status of independent contractor.

5. Antidiscrimination Clause

The Hauler shall not discriminate against any employee or applicant for employment to be employed in the performance of this contract, with respect to his or her hire, tenure, terms, conditions or privileges or employment, because of race, color, religion, national origin or ancestry, or because of age or sex, except where based on a bona fide occupations qualification, and to require a similar covenant on the part of any subcontractor employed in the performance of the contract. Breach of this covenant may be regarded as a breach of this contract.

6. Deductions

There shall be deducted from the monthly payment to be made by the City to the contractor \$25.00 for each properly verified incident of failure on the part of the contractor to collect, remove and dispose of garbage, rubbish and trash in accordance with the terms of this contract. A deduction of \$25.00 shall also be made for each properly verified incident of carelessness on the part of the contractor in the emptying of containers or otherwise permitting garbage or rubbish to be strewn on or about the properties. In any case the Hauler, within twenty-four (24) hours after notice of any such complaint, shall fail to make such collections or shall fail to clean up the property depending on the nature of the complaint, an additional deduction of \$25.00 shall be made for each twenty-four (24) hour period during which any such failure shall be allowed to continue after such notice. The sum deducted by the City under this provision shall be deemed to be and shall be taken by the City as liquidated damages to the City and not as a penalty.

7. Insurance Requirements

A. Performance Bond. Hauler shall, at its sole cost and expense, obtain and maintain during the life of this Agreement, a corporate surety bond with a United States Surety Company authorized to do business in the State of Michigan and acceptable to the City attorney, in the amount of Two Hundred and Fifty Thousand and 00/100 (\$250,000.00) Dollars to guarantee full performance of its obligations and faithful adherence to all requirements of this Agreement. Hauler shall provide this corporate surety bond to the City no later than thirty (30) days prior to commencement of operations. The bond shall contain the following endorsement:

"It is hereby understood and agreed that this bond may not be cancelled by the surety and any intention not to renew the bond shall be exercised by the surety not less than sixty (60) days after receipt by the City by registered mail, a written notice of such intent to cancel or not to renew."

B. Workers Compensation Insurance. Hauler shall provide workers compensation insurance in accordance with all applicable statutes of the State of Michigan. Coverage shall include employer's liability coverage.

C. Commercial Automobile Liability Coverage. Hauler shall provide commercial auto liability insurance coverage including Michigan No-fault Coverage for all vehicles used in the performance of this Agreement. Liability coverage shall not be less than One Million (\$1,000,000.00) Dollars per occurrence, combined single limits bodily injury and property damage. Commercial automobile liability coverage must include coverage for all autos, owned, non-owned and hired.

D. Comprehensive General Liability Insurance to cover bodily injury to persons other than employees and for damage to tangible property, including the loss of use thereof, and including the following exposures:

1. Bodily injury or death; property damage – combined single limit – in the minimum amount of \$1,000,000.
2. Contractor's protective coverage for independent contractor or sub-contractors employed by him.
3. All premises and operations.
4. Products and completed operations.
5. Contractual liability, including coverage for the obligation assumed in the indemnification agreement included in this contract.
6. Broad form excess liability coverage in the amount of \$1,000,000.

E. Additional Insured. The City shall be named as an additional insured on all policies. Hauler shall provide the City with a Certificate of Insurance evidencing such coverage upon the effective date of the Agreement and maintain on file with the City a current certificate throughout the term of the Agreement.

F. Proof of Insurance. Hauler shall supply a copy of all insurance policies required under this Section no later than thirty (30) days prior to commencement of operations.

8. Assignment and Subcontracting

Hauler shall not delegate or assign this Agreement, or any part thereof, to an unaffiliated entity nor shall Hauler subcontract this Agreement or any part thereof without the prior written approval of the City, which approval shall not be unreasonably withheld. Hauler may not assign any part of this Agreement by way of sale, merger or acquisition of Hauler without the prior written approval of the City, which shall not be unreasonably withheld.

9. Compliance with All Laws, Rules, Regulations and Licensing Requirements

Hauler shall comply with all federal, state, county and City regulations, ordinances and specifications.

10. Taxes

Hauler shall pay all federal, state and local taxes including, but not limited to, property taxes, sales taxes, social security taxes, income taxes and fees, which may be chargeable against the labor, material, equipment, real estate or any other terms necessary in the performance of this Agreement.

11. Indemnification

Hauler shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the City and its officials, agents and employees from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, which the City may suffer or for which it may be liable, arising out of or resulting from Hauler's or its agent's or employee's negligent or tortious actions or omissions in the performance of this Agreement. This indemnification shall survive the expiration or termination of this Agreement.

12. Billing for Refuse Collection

A. The Hauler shall bill the City for services rendered for work performed during the month within the ten (10) days following the end of the month. The City shall pay Hauler on or before the 20th day following the receipt of the billing. Such billing shall be based on the price rates set forth in the contract documents.

B. Vacancies. It shall be the duty of any owner/occupant of a residential dwelling unit to notify Hauler in writing in the event the dwelling unit will be vacated for a period of at least thirty (30) days and not more than ninety (90) days. Notice shall be provided to Hauler at least thirty (30) days prior to the date of vacancy. No charge for collection services shall be imposed on any owner/occupant who provides Hauler with timely notice pursuant to this Section. An owner/occupant of a residential dwelling unit shall be entitled to the vacancy exemption provided herein once per calendar year.

C. New Ownership or Occupancy. It shall be the duty of any owner/occupant that occupies a residential dwelling unit within the City to contact Hauler upon occupancy in order that the name of the person to be billed will immediately be registered so as to avoid delays in collection. Any owner/occupant of a residential dwelling unit who has obtained a valid building permit from the City but has not yet obtained a Certificate of Occupancy shall be exempt from the provisions of the Ordinance. Upon obtaining a valid Certificate of Occupancy from the City, the

owner/occupant shall immediately notify Hauler of the occupancy date and shall thereafter comply with all of the terms and conditions of the Ordinance.

13. Refuse Removal for Non-Contract Waste and Special Collection

An owner/occupant requesting the removal of non-contract waste may contact Hauler directly. A company representative shall contact the owner/occupant and provide the owner/occupant a quotation for all costs associated with the removal and disposal. The owner/occupant shall sign a form authorizing Hauler to remove the material and invoice the owner/occupant directly for the prices quoted.

14. Customer Communications and Complaint Handling Procedures

Hauler shall designate and dedicate a manager to supervise all work and operations to be performed under the terms of this Agreement. In addition, Hauler shall have at least one (1) full-time field supervisor assigned to the City. The City shall have access to the field supervisor's cell phone number and email address for communication purposes. The field supervisor shall make regular inspections within the City to insure pick-ups are made as scheduled and to review any outstanding complaints.

Hauler shall maintain an office for the administration and receipt of customer service calls and complaints. The office shall be open and available for such calls Monday through Friday 7:30 a.m. to 5:30 p.m., local time. The office shall contain a local telephone number available to receive all service complaints which shall be logged by Hauler. Hauler shall provide at least one (1) full-time customer service representative in the office during all hours of operation to receive and address complaints and receive order for special pick-up service.

The field supervisor will generally address complaints by the end of each business day with a maximum time limit of twenty-four (24) hours from the receipt of a complaint. The complaint resolution action will be logged no later than the next business day. A written monthly report shall be supplied by Hauler to the City or be made accessible in a computer electronic format, via email or the internet, indicating all complaints and resolution action.

Hauler shall provide complete service for each day's route as scheduled. Service shall be provided Monday through Saturday. Hauler shall not commence collection in residential areas prior to 7:00 a.m. and shall complete service by 8:00 p.m. Hauler employees shall pick-up all blown, littered and broken materials occurring during the point of collection resulting from its collection and hauling operations.

Hauler shall exercise reasonable care and diligence in handling all containers. The City will cooperate in requiring residents to provide and maintain suitable containers and Hauler must exercise due care in preventing damage to all containers. In the event Hauler damages a container, Hauler shall be responsible for replacing the container

with one of equivalent value at Hauler's expense within forty-eight (48) hours, excluding Saturday's, Sunday's, and legal holidays.

Hauler, in cooperation with the administrative staff of the City, will distribute periodic newsletters to City residents. The distribution shall occur not less than once per year and address topics such as recommendations for recycling, dates for composting, changes in routes, and current services offered by Hauler.

15. Severability

In the event any provision of this Agreement shall be held to be contrary to any law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision or provisions shall be deemed void. All other terms and conditions of the Agreement shall remain in full force and effect.

16. Governing Law

This Agreement shall be deemed to be made in the State of Michigan and shall be interpreted and construed in all respects in accordance with the laws of the State of Michigan.

17. Entire Agreement

This Agreement and all other Contract Documents including any exhibits attached thereto, contain the entire agreement between the parties and all prior negotiations and agreements are merged herein.

18. Waiver

No failure on the part of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise any right or remedy upon a breach by Hauler shall constitute a waiver of any such breach. No waiver of any breach shall affect or alter this Agreement, and each and every term and condition of this Agreement shall continue in full force and effect with respect to any other than existing or subsequent breach.

19. Modification

The terms of this Agreement may only be modified by mutual written agreement of Hauler and the City. No amendment shall be effective and binding unless it has been approved by the Swartz Creek City Council and is executed by a duly authorized representative of Hauler and the City.

20. Notices

Any notices to be given pursuant to this agreement shall be in writing and personally delivered or sent by certified mail as follows:

To City: City of Swartz Creek
David Krueger, Mayor
8083 Civic Drive
Swartz Creek, MI 48473

To Hauler: Lou Berardicurti, Regional Vice President
GFL Environmental USA, Inc.
26999 Central Park Blvd., Suite 200
Southfield, MI 48076

21. Failure to Perform Beyond Control of Hauler

Notwithstanding any other provision of this Agreement to the contrary, Hauler shall not be in default or otherwise liable for any failure to perform any of its obligations under this Agreement if such failure is caused by forces beyond the control of Hauler including but not limited to acts of God, tornadoes, hurricanes, floods, sinkholes, fires, extremely abnormal and excessively inclement weather, civil disasters or any force majeure. In the event Hauler seeks to implement the protections of this Section, it shall notify the City in writing of the force majeure event and specify the event, Hauler's efforts to resolve the event as soon as reasonably possible and estimate when the event will be resolved. Hauler shall promptly begin and diligently pursue completion of all reasonable actions to eliminate the event so as to resume performance under this Agreement as soon as reasonable possible.

Notwithstanding the efforts of Hauler, if the force majeure event impacts the health, safety and welfare of the City residents, the City shall have the right to undertake whatever actions it deems appropriate to resolve the event. Strikes, labor disputes, work stoppages or "slowdowns" or similar events shall not provide an acceptable or excusable basis for delay, partial performance or non-performance by Hauler under the terms of this Agreement. In event of such occurrences, Hauler shall remain obligated and liable to the City for the complete performance of the services contained in this Agreement.

22. Default

In the event there should occur any material breach or material default in the performance of any covenant or obligation of the City or the Hauler which has not been remedied within thirty (30) days after receipt of written notice from the non-breaching party specifying such breach or default (or such longer period of time as is reasonably necessary to cure any such breach or default which is not capable of being cured with

thirty (30) days provided the breaching party has undertaken to cure within such thirty (30) days and proceeds diligently thereafter to cure in an expeditious manner), the non-breaching party may, if such breach or default is continuing, terminate the Agreement upon written notice to the other party. In the event of a breach, even of default, or termination of the Agreement, each party shall have available all remedies in equity or at law, unless otherwise provided elsewhere in the Agreement.

This Agreement shall be binding upon the successor and assigns of the Company and on any successor municipality of the City.

CITY OF SWARTZ CREEK
A Michigan municipal corporation

By: David A. Krueger
David Krueger, Mayor

By: Connie Olger
Connie Olger, City Clerk

GFL ENVIRONMENTAL USA, INC.

By: Lou Berardicurti
Its: Regional Vice President



City of Swartz Creek



Extension: Trash, Recycle & Yard Waste

Priority Waste
1301 Consumers Dr
Flint, Mi 48503

Table of Contents



Tab 1 - Cover Letter & Introduction

Tab 2 - Statement of History, Experience &
Customer Service

Tab 3 - Educational Programs

Tab 4 - Events & Community Involvement

Tab 5 - Pricing



PRIORITY
INNOVATE * OPERATE



TAB 1

Cover Letter & Introduction

Cover Letter



City of Swartz Creek
Attn: Adam Zettel
8100 Civic Dr.
Swartz Creek, MI 48473

Dear Mr. Zettel,

On behalf of the entire Priority team, I want to express how much we've valued our partnership with the City of Swartz Creek over the past fifteen months. Since beginning service in July 2024, we've built a strong, collaborative relationship with both city staff and residents. This renewal is not the start of something new, but rather the continuation of the high-quality service, transparency, and commitment you have already come to expect from us. Enclosed you will find our full proposal, outlining service offerings, educational initiatives, and more.

We recognize that renewing with Priority allows Swartz Creek to avoid the challenges and disruptions that come with transitioning to a new provider. Our team is deeply familiar with the community's expectations and operational needs, and we have consistently delivered reliable, professional service that reflects your city's values. Your dedicated LDC (Logistics Driver Coordinator) team has developed a hands-on knowledge of your community, residents, and staff, and we look forward to further strengthening those ties in the next phase of our partnership.

From the beginning, we have approached this relationship with long-term commitment and pride. Our state-of-the-art Priority Integrated Technology (PIT) platform connects our fleet digitally, providing real-time oversight and a personalized level of service that blends cutting-edge innovation with traditional customer care. Our trucks are equipped with Third-Eye camera technology and onboard telematics to ensure safety, accountability, and transparency on every route.

What truly sets Priority apart is not just our investment in technology, but our responsiveness, accountability, and connection to the communities we serve. The City of Swartz Creek is no exception. We are proud of the trust we have built together and are eager to continue this successful partnership for years to come.

Sincerely,

Brett Quitiquit
Brett Quitiquit

Manager, Municipal Relations
Priority Waste
E-mail: bquitiquit@prioritywaste.com
Ph: (810) 623-2884

Utilizing Innovative Technology & Dedicated Customer Service for the City of Swartz Creek's Waste Collection



Our Story *"The world didn't need another waste hauler, it needed a better one"*

Founded in February 2018, Priority was formed with the goal of providing communities with a better waste collection provider. We are a service-first, technology-driven local partner, committed to the areas we serve.

735+

Vehicles

Our vehicles are equipped with 360-degree cameras and GPS to ensure **accountability** and **transparency** on every route.

1,200+

Employees

Among our drivers, mechanics, and other critical team members, Priority houses a full team of **Logistic Driver Coordinators (LDCs)** who support both our drivers and **your residents** in real-time from our command center in the heart of the Midwest.

125+

Municipalities

Priority services 125 municipalities **across the Midwest**, as well as numerous school districts, universities and counties.

Experienced
Residential Providers
Over

1 Million

Homes Served
Each Week

As a Southeast Michigan-based company, we take great pride in servicing the very communities that surround where we live and work. Continuing our partnership with Swartz Creek reflects our broader mission: deliver exceptional, reliable service built on **accountability, responsiveness, and innovation.**



INTRODUCTION

WE'VE TAKEN EVERYTHING WRONG WITH THE WASTE INDUSTRY AND THROWN IT AWAY.

With Priority, the City of Swartz Creek and its residents will continue to receive exceptional collection service.

If we miss a stop, or if there's an issue of any sort, we'll fix it. Immediately.

We are an independently owned, technology obsessed collection services provider that looked at the industry and believed things could be done better.

In this proposal, you will learn about what makes us different, how we became one of the fastest growing, independently owned collection services provider in the Midwest, and what makes us the right choice for Swartz Creek's continued service.



THE PIT *Priority Integrated Technologies*

Our Logistic Driver Coordinators (LDCs) are professionals managing daily service for our key stakeholders: our partner communities and our drivers.

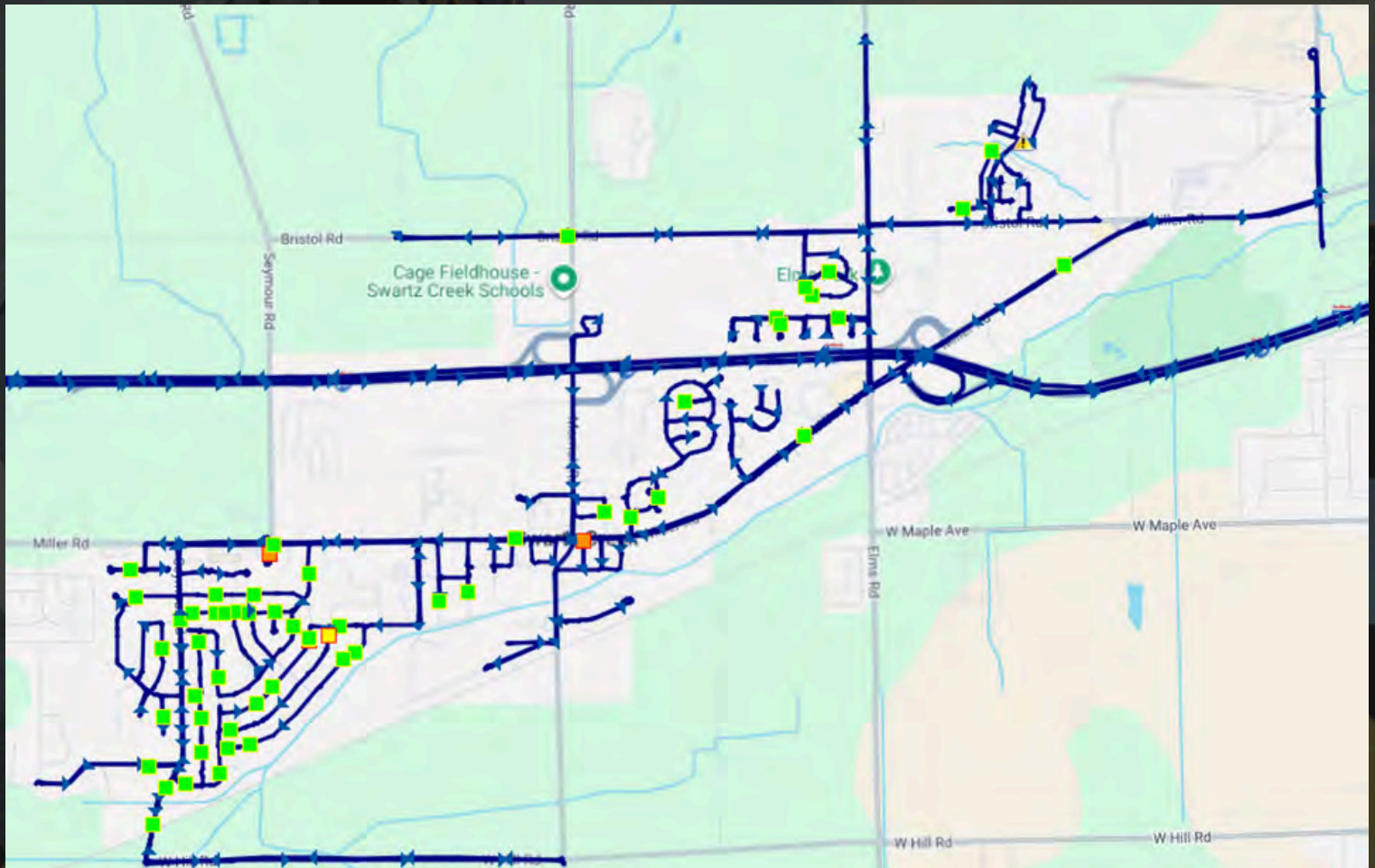
Next-Gen advanced routing software.

Real time route monitoring for all Priority services lines.

Integration point between our trucks on route and your residents, enabling fast issue resolution and an exceptional “White Glove” customer experience.



REAL-TIME ROUTE MONITORING & DIAGNOSTICS



Screenshot of Live Display From LDC's Routing
and Tracking Software



BRIGHTENING YOUR COMMUNITY



Trucks are Each Stickered with Unique Quips and Sayings



PARTNERING WITH SEVERAL OF THE FINEST MID-MICHIGAN COMMUNITIES



THE CITY OF
FENTON



CITY OF DAVISON
MICHIGAN





TAB 2

Statement of History, Experience & Customer Service

Statement of History & Experience



As a Michigan-based company, Priority takes great pride in servicing the very communities we live and work in. Continuing a partnership with the City of Swartz Creek reflects a broader mission to deliver exceptional, reliable service built on accountability, responsiveness, and innovation to our local areas.

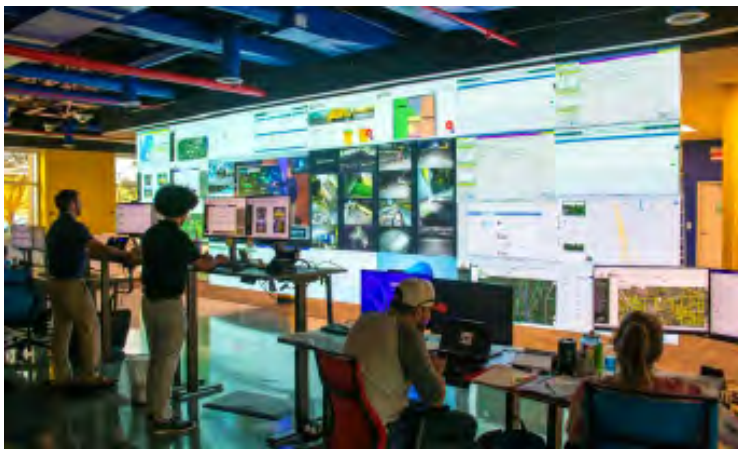
Priority Waste was founded in February 2018 with a simple but urgent goal: fix what was broken in the Michigan waste industry. At the time, communities had to choose between large national haulers focused on profit over people, or under-resourced local providers who couldn't deliver consistently. We set out to offer these communities something better: a service-first, technology-driven local partner, committed to the areas we serve.

By creating a better option for communities, Priority has been able to experience exponential growth in our service areas. In just seven years' time, what began as a small team of 10 dedicated employees and 4 roll-off trucks now operates as a fleet of over 735 vehicles, employs more than 1,200 people, and services over 1 million homes each week across 125 municipalities, including numerous school districts, universities, and counties.

Priority is known for our track record of stellar performance, informative real-time technology, and outstanding commitment to quality. From our CEO to our frontline drivers, we show up every day with the mission to be the best in the business. Our state-of-the-art Priority Integrated Technology (PIT) Center exemplifies that commitment, housing a full team of Logistic Driver Coordinators (LDCs) who directly support both drivers and residents in real time.

Our vehicles are equipped with 360-degree cameras and GPS to ensure accountability and transparency on every route. This investment in technology has led to faster resolutions, smarter routing, and improved customer satisfaction.

At Priority, we're committed not just to maintaining our current service levels but continuing to raise the bar. Together, let's continue to deliver excellence to the City of Swartz Creek.



LDCs working in the PIT Center

Customer Service



Priority prides itself on delivering exceptional customer experience. In the waste management industry, customer service is critical. This is why we choose to prioritize it above all else and designed our operations around the concept of providing concierge-like service to our clients.

From the moment customers engage with Priority, they are met with a team of dedicated professionals who are committed to meeting their needs. The company understands that every customer is different, with specific requirements and preferences, and thus takes a personalized approach to deliver tailored solutions.

The customer experience begins with a simple phone call to Priority's PIT Command Center located in Southeast MI. Your residents will be speaking with a dedicated Swartz Creek LDC, who acts as a virtual co-pilot on your city's routes, ensuring real time information.

For those who prefer to contact Priority electronically, they are met with a highly accessible and user-friendly interface that allows them to easily request services, manage their waste disposal accounts, or register a concern. Priority's PIT platform provides a seamless experience, ensuring that customers can quickly navigate through various options and effortlessly access the services they require from a team who understands your township.

Priority's commitment to excellent customer service extends beyond basic inquiries. We believe in proactive communication and consistently strive to keep customers informed about updates, service changes, and any other relevant information. Through regular notifications, email alerts, and personalized updates, customers are always well-informed and connected with the latest developments from Priority.

Combining user-friendly technology, responsive customer support, and proactive communication, Priority aims for each interaction with our clients to be as positive and efficient as possible, helping foster a stronger connection to your community.

By extending collection services with Priority, the City of Swartz Creek will continue to have a 100% dedicated Michigan team comprised of drivers and LDCs who look forward to a collaborative and integrated relationship with city employees and residents.

Customer Service



Customer Call-In Portal

Swartz Creek ☆						
☰ All Items ▾ Issues grouped by person assi... Issues grouped by priority Issues grouped by status + Add v						
Address	Service Day	Service Type	Swartz Creek Notes	Priority(LDC) Notes	Priority	LDC Status
7085 yarmy dr	Tuesday	Missed Stop	missed doorside pickup			Completed
3445 Canterbury trail	Tuesday	Missed Stop	Missed trash,3:12			Completed
6071 miller rd	Tuesday	Missed Stop	said cans were out at 4:30 am... still missed	No carts out on 3/4 @ 7:18am for collection.		Completed
5181 Mornish rd	Tuesday	Missed Stop	Missed recycle	WILL BE PU TODAY		Completed
208 john st	Wednesday	Missed Stop	missed whole street- resi wants a call back	WILL BE PU 2/27		Completed
6541 Branch rd	Thursday	Missed Stop	Missed recycle, 11:39	MISSED STOP		Completed
1110 Lochhead ave	Friday	Missed Stop	Missed trash, resident claims truck dumped bin and left bags in it after dump	BULK HAS NOT BEEN HERE YET		Completed
1514 N Vernon ave	Thursday	Missed Stop	Missed trash, city bin 12:53	NO TRASH OUT AT TOS. 3/28/25 7:19 AM		Completed

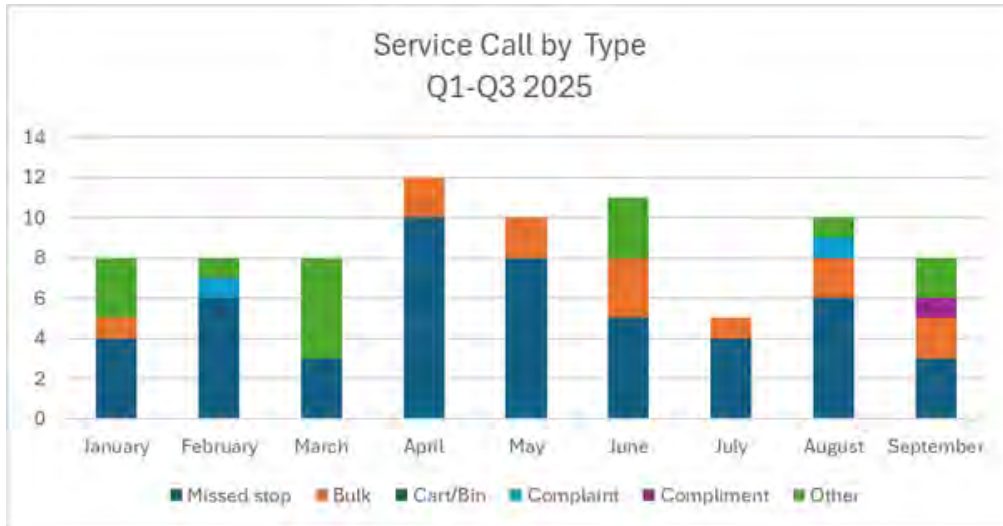
All resident calls, service issues and other forms of communication are logged and tracked in a Swartz Creek dedicated portal.

Your Priority LDC can be contacted by email at swartzcreekldc@prioritywaste.com

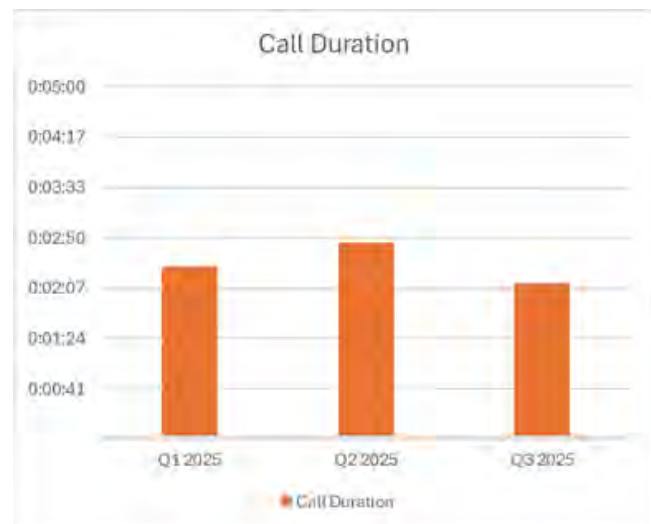
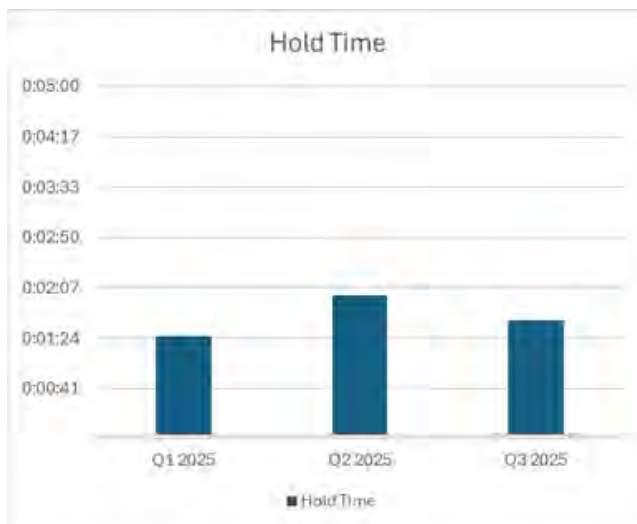
Customer Service



Real-Time Customer Service Metrics



Collection services for the City of Swartz Creek show an excellent quality metric of 99.9% success rate from the start of this year through the end of Q3.



Customer service calls are handled directly by the City of Swartz Creek LDC. Hold times and call duration have remained under three minutes for Q1-Q3 this year.

Daily metrics are tracked by route and municipality to ensure efficiency and top-tier customer service. Metrics are available in reports shared within the dedicated portal.



TAB 3

Educational **Programs**

PRIORITY
INNOVATE * OPERATE

Student Educational Programs



Priority offers an engaging sustainability education program for schools in select Michigan, Ohio, and Indiana counties for students in Pre-K through 12th grade. Our curriculum focuses on the 3 R's: Reduce, Reuse, and Recycle, and is designed to be both educational and interactive. Programs are led by Ms. Victoria Czapski, Environmental Specialist and Educator. As we enter the next phase of our relationship, we'd like to introduce Ms. Czapski should it be of interest to Swartz Creek.

Presentation Topics Include:

- The importance of recycling
- How sustainability impacts our future
- Career opportunities in sustainability and environmental fields
- Fun, hands-on activities that reinforce key concepts
- MRF (Materials Recovery Facility) Tours – If interested, students in grades 6 and up, can participate in a guided tours of a local MRF, where they can see firsthand how recyclables are sorted and processed. Tours provide an inside look at the recycling industry and its role in sustainability.



Resident Education



Priority knows that for a successful recycling program there must be a focus on education, awareness, and communication.

Our world is facing severe environmental challenges. This will require individuals and institutions to reach new levels of pollution awareness and action. Recycling of waste is part of the solution as it can help conserve natural resources, reduce energy consumption, and reduce greenhouse gas emissions. Communities that recycle can also reduce long-term waste disposal costs, comply with governmental initiatives, and demonstrate positive environmental leadership.

Priority proposes to provide the City of Swartz Creek with these benefits through our comprehensive, initiative-taking, and innovative RAVE (Responsibility, Action, Visibility, and Education) program.

In addition to providing the community with one source for the recycling, composting, and disposal of non-hazardous solid wastes, our RAVE program includes:

- Actions to partner with schools and independent youth programs.
- Development of an informative program to educate the next generation about recyclable materials and the recycling process. The children then bring home the information they learned creating motivation for the family to recycle more effectively.
- Curb communication tags which our trained drivers and territory managers use to educate the residents whenever the recyclables are out of compliance.





TAB 4

Events & Community Involvement

Events & Community Involvement



Priority is an active community partner and looks forward to connecting with your city's residents through events every year. Listed below are just a few types of events that Priority participates in within the communities we service.

Touch-A-Truck Events – Kids and families get up close with our recycling and waste collection vehicles, learning about how they work and their role in keeping our communities clean. Also, our team passes out fun merchandise for the community like mini garbage cans.

Parades & Festivals – We proudly participate in local parades and festivals, spreading awareness about sustainability while connecting with the community.

Earth Day & Environmental Awareness Initiatives – Our team actively participates in Earth Day celebrations and community clean-up efforts.



Priority Touch-A-Truck Event



Motor City Makeover Event in Detroit



White Lake Township Christmas Parade



TAB 5



PRIORITY

INNOVATE ★ OPERATE

Pricing



Year 1: July 1, 2026 through June 30, 2027

Refuse:	<u>\$16.50</u>	Per Month, Per Stop
Recycling (Weekly)	<u>\$Included in price</u>	Per Month, Per Stop
Yard Waste (Weekly)	<u>\$Included in price</u>	Per Month, Per Stop

Year 2: July 1, 2027 through June 30, 2028

Refuse:	<u>\$17.00</u>	Per Month, Per Stop
Recycling (Weekly)	<u>\$Included in price</u>	Per Month, Per Stop
Yard Waste (Weekly)	<u>\$Included in price</u>	Per Month, Per Stop

Year 3: July 1, 2028 through June 30, 2029

Refuse:	<u>\$17.50</u>	Per Month, Per Stop
Recycling (Weekly)	<u>\$Included in price</u>	Per Month, Per Stop
Yard Waste (Weekly)	<u>\$Included in price</u>	Per Month, Per Stop

Year 4: July 1, 2029 through June 30, 2030

Refuse:	<u>\$18.03</u>	Per Month, Per Stop
Recycling (Weekly)	<u>\$Included in price</u>	Per Month, Per Stop
Yard Waste (Weekly)	<u>\$Included in price</u>	Per Month, Per Stop

Year 5: July 1, 2030 through June 30, 2031

Refuse:	<u>\$18.57</u>	Per Month, Per Stop
Recycling (Weekly)	<u>\$Included in price</u>	Per Month, Per Stop
Yard Waste (Weekly)	<u>\$Included in price</u>	Per Month, Per Stop

Additional Services:

Front Load Dumpster is included in cost
Roll-Off Dumpsters included in cost

CITY OF SWARTZ CREEK
GENERAL COUNCIL OPERATING PROCEDURES

MEETING OPENED TO THE PUBLIC

All Council meetings except otherwise allowed by law shall be open to the public and shall be subject to the provisions of Act 267 of the Public Acts of the State of Michigan of 1976, as amended.

REGULAR MEETINGS

The Council shall hold regular meetings at least two times per month. A twelve-month schedule of meetings preceding each fiscal year shall be adopted by the Council, on or before the last meeting in June.

SPECIAL MEETINGS

- A. Special meetings may be called by the City Clerk on the written request of the Mayor, City Manager, or any two (2) Councilmembers, by providing each Councilmember and the City Manager with eighteen (18) hours written notice served personally or left at ~~his~~their usual place of residence, or as applicable by The Open Meetings Act or other such statute.
- B. The written notice shall include the date, hour, meeting place, and the purpose for which the Special Meeting was called, and shall include related material where possible.
- C. Any special meeting at which all members of the Council are present or have waived notice thereof in writing shall be a legal meeting for all purposes.
- D. Business transacted at any special meeting shall be limited to subjects recited in the notice of such meetings.

QUORUM OF COUNCIL

Four members of the Council shall be a quorum for the transaction of business at all Council meetings. In the absence of a quorum, any number of members less than a quorum may adjourn any regular or special meeting to a later date or may compel the attendance of absent members (ref City Charter, Chapter 5, Section 5.5(c))

A majority of the full Council, or a $\frac{2}{3}$ "super" majority, where required, shall be necessary for the passage of any question before it (i.e. four (4) votes being a majority, or five (5) votes being a "super" majority where required. Ref City Charter Chapter 5, Section 5.12(c)).

MAINTAINING ORDER

Councilmembers shall preserve order and shall do nothing to interrupt or delay the proceedings of Council.

COUNCILMEMBER'S RIGHT TO SPEAK

- A. Right to Speak - The Mayor, or in his/her absence, the Mayor Pro-Tem, will have the responsibility to recognize a Councilmember's right to speak before the body.
- B. Discussion - A Councilmember may discuss any one subject in its order on the agenda for a maximum of five (5) minutes. After all Councilmembers who wish to speak have exercised their right to speak on the subject, a Councilmember may be heard a second time for a maximum of five (5) minutes. With the consent of a majority of Council, a Councilmember may be permitted to speak for a longer period of time.
- ~~C. Privilege of Closing Discussion - The Councilmember moving the adoption of an Ordinance or Resolution shall have the privilege of closing the discussion after all Members wishing to speak on the subject have had the opportunity.~~
- DC. The City Manager may speak on any subject before Council. He may answer questions about the administration of the municipality or he may ask another administrative officer to answer for him. All questions about internal operation of the municipal corporation shall be directed to the City Manager.
- DE. Right to Appeal - Councilmember shall have the right to appeal from a decision of the Chair. A majority of Council will determine the matter.

RIGHT TO SPEAK UNINTERRUPTED

A Member duly recognized shall be allowed to speak on the topic under discussion for the prescribed time and may be interrupted if a point of order is raised. If the Councilmember is judged to be out of order, he must change his remarks or surrender his right to continue speaking.

ORDER OF BUSINESS

The order of business at regular council meetings is as follows. Deviation is permissible when special circumstances warrant so.

1. Call to Order:
2. Invocation and Pledge of Allegiance to the Flag:
3. Roll Call:
4. Approve Minutes, Previous Meeting:
5. Approve Agenda:
6. Reports & Communications To Council:
7. Meeting Opened to the Public:
8. Business:
9. Meeting Opened to the Public:
10. Remarks by Councilmembers:
11. Adjournment:

Note: Each Report on the Agenda, where necessary, will have an abstract after the title.

PREPARATION OF AGENDA

- A. The Agenda will be prepared by the City Manager with the assistance of the City Clerk and input of the Mayor.
- B. Material for the Agenda will be submitted to the City Clerk by Wednesday prior to the regular meeting.
- C. The finished Agenda for a regularly scheduled meeting, with associated material, shall be delivered to each Councilmember no less than forty-eight (48) hours prior to the meeting.

MOTIONS & RESOLUTIONS

- A. 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. The Mayor will assign, by rotation, the reading of motions & resolutions. A Councilmember whom reads/moves for a motion may oppose, argue against or vote no on the motion.
- B. To Adjourn
 - A Motion to adjourn is out of order under the following conditions:
 - 1. When a vote is being taken.
 - 2. If a person is speaking.
 - 3. If the previous questions are ordered.
 - 4. If repeated without the intervention of additional business.
 - 5. Within four hours of the meeting. Prior to midnight if commencement if all items on the agenda have not been completed.
 - An unqualified motion to adjourn shall not be debatable.
- C. To Lay Question on the Table
 - A motion to lay on the table is not debatable and precludes amendments or debate on the subject under consideration. A motion to lay on the table cannot be reconsidered. A motion to take a subject from the table is not debatable.
- D. Motion Calling for Previous Question
 - This motion is not debatable. When the previous question is called for there shall be no further amendments or debate and pending amendments shall be taken in their order before the main questions. A $\frac{2}{3}$ vote is required.
- E. To Postpone To Another Time

This motion is debatable and may be amended as to time. All debate must be confined to its merit only and cannot go into the main question except for debate of the immediately pending question.

F. To Refer to Committee or Individual

This is debatable.

G. Amendments

1. Ordinance

An Ordinance may be amended when not in the hands of a City Board or Commission. If any section of an ordinance is amended after reading, the amended section will be read again.

2. Amendments

~~A resolution or an~~ amendment to a resolution may be amended, but further amendments are out of order. Any amendment must be germane to original motion.

H. Motion to be Stated by the Chair.

When a motion is made and seconded, it shall be stated by the Chair before debate. All main motions shall be in written form if requested by a Member of the Council.

I. Withdrawal of Motion

1. A motion may be withdrawn by the person making the motion with the consent of the person seconding the motion if debate has not begun.
2. A motion may be withdrawn after debate with consent of the majority of Council.

PUBLIC ADDRESS OF COUNCIL

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

- ~~A. 1.~~ Each person who wishes to address the Council will be first recognized by the Mayor and requested to state his / her name and address.
- ~~B. 2.~~ Individuals shall be allowed five (5) minutes to address the Council, unless special permission is otherwise requested and granted by the Mayor.
- ~~C. 3.~~ There shall be no questioning of speakers by the audience; however, the Council, upon recognition of the Mayor, may question the speaker.
- ~~D. 4.~~ No one shall be allowed to address the Council more than once unless special permission is requested, and granted by the Mayor.
- ~~E. 5.~~ One spokesperson for a group attending together will be allowed five (5) minutes to address the Council unless special permission has been requested, and granted by the Mayor.
- ~~F. 6.~~ Those addressing the Council shall refrain from being repetitive of information already presented.

Formatted: Font: (Default) Arial, 12 pt, Font color: Black

Formatted: List Paragraph, Indent: Left: 0.5",
Numbered + Level: 1 + Numbering Style: A, B, C, ... +
Start at: 1 + Alignment: Left + Aligned at: 0.75" +
Indent at: 1"

Formatted: Font: (Default) Arial, 12 pt, Font color: Black

~~G. 7.~~ All comments and / or questions shall be directed to and through the Mayor.

~~H. Comments received by the City Clerk or Council in written or electronic form that are addressed to the Mayor or City Council shall be distributed to the City Council and made available for public inspection.~~

~~I. 8.~~ Public Hearings. The Mayor may ~~invoke direct~~ the circulation and posting of the following rules for public hearings when, at ~~his / her~~their discretion, time or attendance numbers warrant its use:

PUBLIC HEARINGS

Public Hearings are held for the purpose of allowing community input on a specific ~~piece of City legislation being considered for adoption by the City Council and/or Planning Commission~~ matter of business. Citizen's comments will be considered by the Council/Commission in their deliberations following the closure of the public hearing. Procedure shall be as per the following:

~~A. 1.~~ Public remarks shall be limited to 5 minutes. ~~An extra minute may be allowed by the chair for that person to conclude their statement.~~

~~B. Speakers will be requested to give their name and address.~~

~~C. 2.~~ No person may delegate his or her time or the balance of his or her time to another individual.

~~D. 3.~~ Remarks shall be restricted to the topic of the hearing.

~~4. No person may speak again until all others wishing to speak have had their turn.~~

~~E. 5.~~ Remarks must be directed to the Council/Commission and not to the public body.

~~F. 6.~~ Speakers need not be a resident of the City of Swartz Creek.

~~G. 7.~~ Questions asked of the Council/Commission are not usually answered at this time, as it is the public's occasion to speak. However, the chair may rule that either a member of the Council/Commission or a member of City Staff may make a response, following the query.

~~H. 8.~~ Decorum shall be maintained.

~~I. 9.~~ Crude, lewd, ~~threatening, violent,~~ and/or profane speech is not permitted. Removal ~~or censure~~ of an individual using this type of language shall be immediate.

~~J. Comments received by the City Clerk or Council in written or electronic form that are identified as pertaining to a public hearing item shall be distributed to the City Council and made available for public inspection.~~

MAYOR

The Council, at its first regular meeting following a regular city election, shall elect one of its member's to the office of mayor for a term of two (2) years. The mayor shall preside at meetings of the Council, shall be the chief executive officer of the City insofar as required by law, and for all ceremonial purposes and shall have a vote on all matters, but no administrative duties or veto power. The Mayor shall sign ordinances, deeds, bonds, contracts and other such instruments as may

Formatted: List Paragraph, Indent: Left: 0.5", Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1", Tab stops: 0.75", Left

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial, 12 pt, Font color: Black

Formatted: Font: (Default) Arial, 12 pt, Font color: Black

Formatted: List Paragraph, Indent: Left: 0.5", Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1"

Formatted: Font: (Default) Arial, 12 pt, Font color: Black

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial, 12 pt

Formatted: List Paragraph, Indent: Left: 0.5", Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5", Tab stops: 0.75", Left

Formatted: Font: (Default) Arial, 12 pt

Formatted: Font: (Default) Arial, 12 pt

Formatted: List Paragraph, Indent: Left: 0.5", Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5", Tab stops: 0.75", Left

Formatted: Font: (Default) Arial, 12 pt

require authentication under the provision of law and when authorized by the Council to do so. The Mayor shall perform only such duties as shall be specifically conferred or required by law.

MAYOR PRO-TEM

The Council shall choose one of its members Mayor Pro-Tem who shall act in the temporary absence or disability of the Mayor.

The Mayor Pro-Tem shall succeed to the office of Mayor in the case of a vacancy in the office of Mayor. The Council shall fill any vacancy in the office of Mayor Pro Tem, but until such vacancy is filled. ~~The~~ senior member of the Council from the standpoint of continuous service shall then act as Mayor Pro-Tem. As between persons of equal seniority, the person who received the highest number of votes at the time of ~~his~~their last election shall sit.

COMMITTEES

- A. The Mayor, with the advice and consent of Council, may appoint temporary committees whose membership may include persons not on Council.
- B. Committees will be appointed to study specific matters and a time limit shall be placed on the length of the study. The committee will make a report to the Council at the predetermined time. All committee reports upon which action is expected shall be in written form and copies shall be available to each member of Council.

VOTING RECORD OF COUNCIL

A vote upon all proposed ordinances and resolutions shall be taken by "YES" and "NO" vote and the vote of each Councilmember entered upon the journal, except that where the vote is unanimous it shall be necessary only to so state.

VOTING REQUIREMENTS

A Councilmember shall not vote on any question in which the Councilmember shall have a direct personal financial interest, other than as a citizen of the community, but on all other questions the Councilmember shall vote, unless excused there from by a vote of at least six (6) of the members of Council.

MEETING MINUTES

A record shall be kept of all meetings and the actions taken at these meetings. The names of members present and those absent shall be part of the minutes. There shall be a journal of proceedings of all Council meetings, signed by the Mayor and City Clerk and to which the Public shall have access at all reasonable times.

SERGEANT-AT-ARMS

The Chief of Police, or their designee, shall act as Sergeant-at-Arms at Council meetings if so requested to by the Council or City Manager.

AMENDMENTS TO RULE OF COUNCIL

The rules of Council may be amended by a two-thirds vote of the entire membership of Council. Amending action will become final at the meeting following introduction of the amendment if voted on favorably.

TRAVEL & REIMBURSEMENT POLICY

A. General Provisions

1. A representative of the City is expected to use good judgment regarding the nature and extent of expenses incurred while traveling. Expenses for members of one's family or guests, who may accompany, are not reimbursable.
2. The provisions of this policy shall apply for travel expenditures of all individuals traveling on behalf of the City.
3. Approved travel for all City Employees shall be at the discretion of the City Manager; provided, funds in the appropriate budget category are available for such purpose. Travel expenses shall be subject to the City's Purchasing Ordinance.
4. Travel of Councilmembers and Members of City Boards or Committees may be approved by the City Manager; provided, funds in the appropriate budget category are available and budgeted for such purpose. Travel expenses shall be subject to the City's Purchasing Ordinance.
5. Travel of the City Manager ~~shall must~~ be approved by the City Council or must otherwise be a budgeted expense.
6. One engaged in travel for benefit of City has a responsibility to keep accurate, substantiated cost records and to submit requests for reimbursement promptly upon return.

B. Expenses Approved for Reimbursement

The following expenses are authorized for reimbursement when an expense report has been submitted which itemizes the actual and necessary expenses related to the travel:

1. Use of personal car shall be reimbursed at the current rate of mileage for the miles driven; except in the instance of the City Manager whose car allowance shall be the remuneration for use of personal vehicle.
2. Use of City car - Expenses incurred such as gas, oil, and repairs.
3. Lodging - Hotel accommodations shall be reimbursed when receipts for all lodging costs are secured. If family members or guests accompany, the reimbursable lodging cost shall be that of a single room.
4. Meals - Reasonable expenses for meals will be reimbursed at actual cost. Receipts for meals are not required, but should be secured when available. Alcoholic beverages are specifically excluded from reimbursable expenses.

5. Local Transportation - Local transportation costs, such as taxi fare (including tips) shall be reimbursed. Parking expense for a personal or City car shall also be included.
6. Registration Fee - Fees for registration at any meeting or convention attended are allowed for reimbursement. A receipt for the registration fee is required.
7. Gratuities - Reasonable expenses for tips are reimbursable and should be reported by day.

DIVISION 2. - LOCAL OFFICERS COMPENSATION COMMISSION

FOOTNOTE(S):

--- (6) ---

State Law reference— Authority to create a local officers compensation commission, MCL 117.5c.

Sec. 2-274. - Created.

There is hereby created a local officers compensation commission whose principal duty shall be to determine the salaries of all local elected officials.

(Ord. No. 122, § 1, 6-23-75)

State Law reference— Similar provisions, MCL 117.5c(a).

Sec. 2-275. - Membership, eligibility.

- (a) The local officers compensation commission shall consist of five members who are registered electors of the city and shall be appointed by the mayor subject to confirmation by a majority of the members elected and serving on the council.
- (b) No member or employee of the legislative, judicial or executive branch of any level of government or any members of the immediate family of such member or employee shall be eligible to be a member of the local officers compensation commission.

(Ord. No. 122, §§ 2, 4, 6-23-75)

State Law reference— Similar provisions, MCL 117.5c(a).

Sec. 2-276. - Terms.

The terms of office shall be five years, except the members first appointed shall each be individually appointed to the following terms: one for one year, one for two years, one for three years, one for four years, and one for five years.

(Ord. No. 122, § 3, 6-23-75)

Sec. 2-277. - Appointment, vacancies.

The members shall be appointed before October first of the year in which the vacancy occurs. When vacancies occur during the term, the appointment shall be for the unexpired term.

(Ord. No. 122, § 3, 6-23-75)

State Law reference— Similar provisions, MCL 117.5c(a).

Sec. 2-278. - Determination of salaries; rejection by legislative resolution; effective date; existing salary; expenses.

The local officers' compensation commission shall determine the salaries of local elected officials which determination shall be the salaries unless the council by resolution adopted by two-thirds of the members elected to and serving on the council reject them. The determinations of the commission shall be effective 30 days following their filing with the city clerk unless rejected by the council. In case

of rejection, the existing salary shall prevail. Any expense allowance or reimbursement paid to elected officials in addition to salary shall be for expenses incurred in the course of city business and accounted for to the city.

(Ord. No. 122, § 5, 6-23-75)

State Law reference— Similar provisions, MCL 117.5c(b).

Sec. 2-279. - Meetings and time of determination; quorum; chairman; session days; compensation and expenses.

The local officers' compensation commission shall meet for not more than 15 session days in every odd-numbered year and shall make its determination within 45 calendar days of its first meeting. A majority of the members of the commission constitute a quorum for conducting the business of the commission. The commission shall take no action or make any determinations without a concurrence of a majority of the members appointed and serving on the commission. The commission shall elect a chairman from among its members. "Session days" means any calendar day on which the commission meets and a quorum is present. The members of the commission shall receive no compensation, but they shall be entitled to their actual and necessary expenses incurred in the performance of their duties.

(Ord. No. 122, § 5, 6-23-75)

State Law reference— Similar provisions, MCL 117.5c(c).

Sec. 2-280. - Compensation procedure.

The procedure for establishing the compensation of elected officials may be changed by charter amendment or revision.

(Ord. No. 122, § 5, 6-23-75)

State Law reference— Similar provisions, MCL 117.5c(d).

Secs. 2-281—2-380. - Reserved.

2025 Compensation for Elected and Appointed Council, Board, and Commission Positions

<u>Mayor</u>	<u>City Council</u>	<u>ZBA Members</u>	<u>Board of Review</u>	<u>Election Chair</u>	<u>Election Cochair</u>	<u>Election Inspector</u>	<u>Receiving Board</u>
Current							
\$102.50/Meeting \$1366.66/Annual Stipend	\$96.81/Meeting \$683.33/Annual Stipend	Chair \$28.47/Meeting Members \$22.78/Meeting	\$85.42/Mtg	Early Voting - \$156/day Election Day - \$250/day Training - \$30	Early Voting - \$144/day Election Day - \$230/day Training - \$30	Early Voting - \$135/day Election Day - \$225/day Training - \$30	\$40/Election
Proposed increase of 8.15% (Matches contract increases of last two years)							
\$110.85/Meeting \$1478.04/Annual Stipend	\$104.69/Meeting \$739.02/Annual Stipend	Chair \$30.79/Meeting Members \$24.63/Meeting	\$92.38/Mtg	Early Voting - \$170/day Election Day - \$300/day Training - \$40	Early Voting - \$160/day Election Day - \$280/day Training - \$40	Early Voting - \$140/day Election Day - \$250/day Training - \$40	\$60/Election

*Election wages adjusted to meet peer standards. Early voting wages are based on 9 hour days. Election day wages now based on 16 hour days.

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF LOCAL OFFICERS COMPENSATION COMMISSION MEETING
September 25, 2025**

Meeting called to order at 5:00 p.m. by Chairperson Cummings.

Pledge of Allegiance.

ROLL CALL:

Commissioners present: Cummings, Maksymiu, & Abrams.

Commissioners absent: Novak & Alexander.

Staff present: Adam Zettel, City Manager and Renee Kraft, City Clerk

Others present: Ken Brill.

SELECTION OF CHAIRPERSON:

Nomination made by Boots Abrams for Larry Cummings to be Chairperson.

Resolution No. 250925-01

(Carried)

Motion by Commission Member Abrams, Second by Commission Member Maksymiu the Swartz Creek Local Officers Compensation Commission hereby selects Commissioner Cummings as the Chairperson for the current session.

Unanimous Voice Vote
Motion declared carried.

APPROVAL OF AGENDA:

Resolution No. 250925-02

(Carried)

Motion by Commission Member Abrams, Second by Commission Chairperson Cummings the Swartz Creek Local Officers Compensation Commission hereby approves the agenda for the September 25, 2025 Commission meeting.

Unanimous Voice Vote
Motion declared carried.

APPROVAL OF MINUTES:

Resolution No. 250925-03

(Carried)

Motion by Commission Member Maksymiu second by Commission Member Abrams the Swartz Creek Local Officers Compensation Commission approves the minutes for the October 23, 2023 Local Officers Compensation Commission meeting as printed.

Unanimous Voice Vote
Motion declared carried.

MEETING OPENED TO THE PUBLIC:

Dave Alexander: Verbal opinion given to the clerk via phone-“Everything looks fine to me.”

BUSINESS:

Review of Elected Officials Compensation

The Commission reviewed the current compensation of the city council. It was agreed that the city council members, board of review & zoning board of appeals will receive an 8.15% increase and election wages adjusted to meet peer standards. This increase equals the compounded increases received by the bargaining units since the LOCC last met in October of 2023.

Mayor, City Council, ZBA, BOR Compensation, and Election Inspectors

Resolution No. 250925-04

(Carried)

Motion by Commission Member Abrams, Second by Commission Member Maksymiu, the Swartz Creek Local Officers Compensation Commission hereby adopts the following compensation table for Swartz Creek Mayor, City Council Members, ZBA Chair, ZBA members, BOR members, and Election Inspectors:

<u>Mayor:</u>	<u>\$110.85</u>	<u>per meeting</u>
<u>Council Member:</u>	<u>\$104.69</u>	<u>per meeting</u>
<u>Mayor:</u>	<u>\$1,478.04</u>	<u>per year stipend</u>
<u>Council Member:</u>	<u>\$739.02</u>	<u>per year stipend</u>
<u>ZBA Chair:</u>	<u>\$30.79</u>	<u>per meeting</u>
<u>ZBA Member:</u>	<u>\$24.63</u>	<u>per meeting</u>
<u>Board of Review:</u>	<u>\$92.38</u>	<u>per meeting</u>
<u>Election Chair Early Voting</u>	<u>\$170</u>	<u>per day</u>

<u>Election Chair Election Day</u>	<u>\$300</u>	<u>per day</u>
<u>Election Chair Training</u>	<u>\$40</u>	<u>per session</u>
<u>Election Co-chair Early Voting</u>	<u>\$160</u>	<u>per day</u>
<u>Election Co-chair Election Day</u>	<u>\$280</u>	<u>per day</u>
<u>Election Co-chair Training</u>	<u>\$40</u>	<u>per session</u>
<u>Election Inspector Early Voting</u>	<u>\$140</u>	<u>per day</u>
<u>Election Inspector Election Day</u>	<u>\$250</u>	<u>per day</u>
<u>Election Inspector Training</u>	<u>\$40</u>	<u>per session</u>
<u>Election Receiving Board</u>	<u>\$60</u>	<u>per session</u>

Unanimous voice vote.
Motion declared carried.

MEETING OPENED TO THE PUBLIC:

None.

Remarks By Commissioners:

None.

Resolution No. 250925-05

(Carried)

Motion by Commission Member Abrams second by Commission Member Maksymiu, the Swartz Creek Local Officers Compensation Commission adjourns the September 25, 2025 Commission Meeting.

Unanimous voice vote.
Motion declared carried.

Meeting adjourned at 5:06 p.m.

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



Michigan Natural Resources Trust Fund Development Project Agreement

This information is required by authority of Part 5 of Act 451, P.A. 1994 as amended, to receive funds.

This Agreement is between **City of Swartz Creek** in the county of **Genesee County**, hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT." The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 19 of the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended and under Article IX, Section 35 of the Michigan Constitution. The GRANTEE has been approved by the Michigan Natural Resources Trust Fund (MNRTF) Board of Trustees (BOARD) to receive a grant. In Public Act **21 of 2025**, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE.

The purpose of this Agreement is to provide funding in exchange for completion of the project named below. This Agreement is subject to the terms and conditions specified herein.

Project Title: Otterburn Park Infrastructure Improvements Project #: TF24-0061

Grant Amount: \$290,000.00 49% PROJECT TOTAL: \$600,000.00

Match Amount: \$310,000.00 51%

Start Date: Date of Execution by DEPARTMENT End Date: 10/31/2027

As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the required attachments by 12/19/2025 or the Agreement may be cancelled by the DEPARTMENT. **This Agreement is not effective until the GRANTEE has signed it, returned it, and the DEPARTMENT has signed it.** The Agreement is considered executed when signed by the DEPARTMENT.

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies, and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

GRANTEE

SIGNED _____

By [Print Name]: _____

Title: _____

Organization: _____

PELPKJKR8JMB

Unique Entity Identifier

CV0048828 48828

SIGMA Vendor Number SIGMA Address ID

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED

By: _____

Grants Section Manager

Date of Execution by DEPARTMENT

1. This Agreement shall be administered on behalf of the DEPARTMENT by the Grants Management Section within the Finance and Operations Division. All notices, reports, documents, requests, actions or other communications required between the DEPARTMENT and the GRANTEE shall be submitted through the department’s online grant management system , MiGrants, which is accessed through www.michigan.gov/dnr-grants, unless otherwise instructed by the DEPARTMENT. Primary points of contact pertaining to this agreement shall be:

GRANTEE CONTACT

Name/Title

Organization

Address

Address

Telephone Number

E-mail Address

DEPARTMENT CONTACT

MNRTF Grant Program Manager

Name/Title

Grants Management/DNR Finance & Operations

Organization

525 W. Allegan Street, Lansing, MI 48933

Address

P.O. Box 30425, Lansing, MI 48909

Address

517-284-7268

Telephone Number

DNR-Grants@michigan.gov

E-mail Address

2. The legal description of the project area, boundary map of the project area, and the development grant application bearing the number **TF24-0061** uploaded to MiGrants are by this reference made part of this Agreement. The Agreement together with the referenced documents in MiGrants constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
3. The time period allowed for project completion is from **10/20/2025** through **10/31/2027**, hereinafter referred to as the “project period.” Requests by the GRANTEE to extend the project period shall be submitted in MiGrants before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT and may only be extended by an amendment to this Agreement.
4. The words "project area" shall mean the land and area described in the uploaded legal description and shown on the uploaded boundary map.
5. The words "project facilities" shall mean the following individual components, as further described in the application.
- Access Pathway 5' - 6' wide

Bench(es)

Bike Rack(s)

Bike Repair Station

Entrance Drive

Landscaping

Pavilion Including Restroom

Trail 8' wide or more

Trash Bin(s)
6. The DEPARTMENT will:
- a.

grant to the GRANTEE a sum of money equal to **Forty-Nine percent (49%) of Six Hundred Thousand dollars (\$600,000.00)**, which is the total eligible cost of construction of the project facilities including engineering costs, but

in any event not to exceed **Two Hundred and Ninety Thousand dollars (\$290,000.00)**.

- b. grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
 - i. Payments will be made on a reimbursement basis at **Forty-Nine percent (49%)** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
 - ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE through the MiGrants website, including but not limited to copies of invoices, cancelled checks, EFTs, list of volunteer and/or force account time and attendance records.
 - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
 - iv. The final 10% of the grant amount will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected an MNRTF sign in compliance with Section 7(j) of this Agreement.

7. The GRANTEE will:

- a. immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **Three Hundred and Ten Thousand dollars (\$310,000.00)** in local match. This sum represents **Fifty-One percent (51%)** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE .
- b. with the exception of engineering costs as provided for in Section 8, incur no costs toward completion of the project facilities before execution of this Agreement and before DEPARTMENT approval of plans , specifications and bid documents.
- c. complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project , including but not limited to the following:
 - i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
 - ii. **Within 180 days** following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
 - iii. Upon DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - iv. Upon DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$5,000 and \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - v. Maintain detailed written records of the contracting processes used and submit these records to the DEPARTMENT upon request.
 - vi. Complete construction to all applicable local, state and federal codes, as amended; including but not limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Act, Act 453 of 1976, as amended; and the 2013 Access Board's Final Guidelines for Outdoor Developed Areas.
 - vii. Bury all new utilities within the project area.
 - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.

- d. operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT , to regulate the use thereof to the satisfaction of the DEPARTMENT , and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
 - e. provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential membership or annual permit systems are prohibited on grant-assisted sites, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
 - f. adopt such ordinances and/or resolutions necessary to effectuate the provisions of this Agreement ; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
 - g. separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
 - h. furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
 - i. maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable, and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
 - j. erect and maintain a sign on the property which designates this project as one having been constructed with the assistance of the MNRTF. The size, color and design of this sign shall be in accordance with DEPARTMENT specifications.
 - k. conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning **January 1, 2025** and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
9. To be eligible for reimbursement, the GRANTEE shall comply with DEPARTMENT requirements. At a minimum, the GRANTEE shall:
- a. Submit a progress report every 180 days during the project period.
 - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun.
 - c. Submit a complete request for final reimbursement **within 90 days of project completion and no later than 01/31/2028**. If the GRANTEE fails to submit a complete final request for reimbursement by **01/31/2028**, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE .
10. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes approved by the DEPARTMENT pursuant to this Section may also require prior approval of the BOARD, as determined by the DEPARTMENT.
11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in the application and this Agreement.

12. The project area and all facilities provided thereon, as well as the land and water access ways to them, shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof because of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability.
13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title shall not be subject to: 1) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) to any reservation or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:
 - a. Received an exemption from the DEPARTMENT before the execution of this Agreement, and
 - b. Received prior approval from the DEPARTMENT of a lease and/or easement for any portion of the property not held in fee simple title as indicated in written correspondence from the DEPARTMENT dated _____, and
 - c. Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and
 - d. Confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.
14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.
15. None of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed in perpetuity, either in fee, easement or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.
16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:
 - a. The GRANTEE agrees that the project area or any portion thereof will not be converted to a use other than public outdoor recreation use without prior written approval of the DEPARTMENT and the BOARD. Any such action will require mitigation approved by the DEPARTMENT and the BOARD, including but not limited to replacement with land of similar recreation usefulness and equal or greater market value.
 - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.
 - c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of equal or greater market value, and of equal or greater usefulness and location. The DEPARTMENT and BOARD shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other outdoor recreation properties and project facilities of equal or greater market value and of equal or greater usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.
18. The GRANTEE acknowledges that:
 - a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and
 - b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the

GRANTEE, and

- c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing the project site.
19. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.
 20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.
 21. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
 - a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;
 - or
 - b. If any portion of the project area is a facility, documentation that Department of Environment, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
 22. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.
 23. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
 24. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
 25. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.
 26. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
 27. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
 28. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law, may:
 - a. Terminate this Agreement; and/or

- b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund, Land and Water Conservation Fund and Recreation Passport Grant Program; and/or
 - d. Require repayment of grant funds already paid to GRANTEE; and/or
 - e. Require specific performance of the Agreement.
29. This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
30. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.
31. The GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
32. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
33. The DEPARTMENT shall terminate this Agreement and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Licensing and Regulatory Affairs pursuant to Public Act No. 278 of 1980.
34. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
35. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.

If this Agreement is approved by Resolution, a true copy must be attached to this Agreement. A sample Resolution is on the next page.

SAMPLE RESOLUTION
(Development)

Upon motion made by _____, seconded by _____, the following Resolution was adopted:

“RESOLVED, that the _____, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the _____ does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide _____ (\$ _____) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.”

The following aye votes were recorded: _____

The following nay votes were recorded: _____

STATE OF MICHIGAN)

) ss

COUNTY OF _____)

I, _____, Clerk of the _____, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the _____ at a meeting held _____.

Signature

Title

Date