

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday, February 28, 2022, 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:**
3. **ROLL CALL:**
4. **MOTION TO APPROVE MINUTES:**
4A. Council Meeting of February 14, 2022 MOTION Pg. 26
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. 32
6C. MDOT Agreement Pg. 42
6D. Genesee County Hazard Mitigation Plan Pg. 70
7. **MEETING OPENED TO THE PUBLIC:**
7A. General Public Comments
8. **COUNCIL BUSINESS:**
8A. Fire Board Appointment RESO Pg. 23
8B. MDOT Agreement Approval RESO Pg. 24
8C. Genesee County Haz Mat Plan Approval RESO Pg. 24
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION Pg. 25

Next Month Calendar

| | |
|---------------------------------|---|
| Planning Commission: | Tuesday, March 8, 2022, 7:00 p.m., PDBMB (one week later) |
| Park Board: | Wednesday, March 2, 2022, 5:30 p.m., PDBMB |
| Downtown Development Authority: | Thursday, March 10, 2022, 6:00 p.m., PDBMB, |
| City Council | Monday, March 14, 2022, 7:00 p.m., PDBMB |
| Zoning Board of Appeals: | Wednesday, March 16, 2022, 6:00 p.m., PDBMB |
| Fire Board: | Monday, March 21, 2022, 6:00 p.m., Public Safety Building |
| Metro Police Board: | Wednesday, March 23, 2022, 10:00 a.m., Metro HQ |
| City Council: | Monday, March 28, 2022, 7:00 p.m., PDBMB |

City of Swartz Creek Mission Statement

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

City of Swartz Creek Values

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

Honesty, Integrity and Fairness

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

Fiscal Responsibility

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

Public Service

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

Embrace Employee Diversity and Employee Contribution, Development and Safety

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

Expect Excellence

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

Respect the Dignity of Others

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

Promote Protective Thinking and Innovative Suggestions

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

**CITY OF SWARTZ CREEK
VIRTUAL REGULAR CITY COUNCIL MEETING ACCESS INSTRUCTIONS
MONDAY, FEBRUARY 28, 2022, 7:00 P.M.**

The regular virtual meeting of the City of Swartz Creek city council is scheduled for **February 28, 2022** starting at 7:00 p.m. and will be conducted virtually (online and/or by phone), due to health concerns surrounding Coronavirus/COVID-19 and rules promulgated by the Michigan Department of Health and Human Services.

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 Connie Olger, 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 provide below. The details include a link to “**Join via computer**” as well as phone numbers for a conference call option. It will also include the 9-digit Meeting ID.

To join the videoconference:

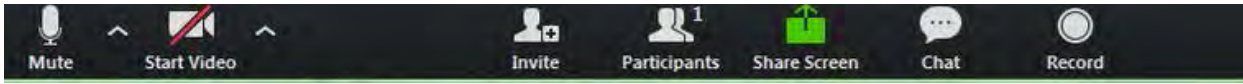
1. At the start time of your meeting, enter the link to join via computer. You may be instructed to download the Zoom application.
2. You have an opportunity to test your audio at this point by clicking on “Test Computer Audio.” Once you are satisfied that your audio works, click on “Join audio by computer.”

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

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

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

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



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

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

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

Connie Olger is inviting you to a scheduled Zoom meeting.

Topic: Swartz Creek City Council Meeting

Time: February 28, 2022 07:00 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 concern, please contact 810-429-2766 or email colger@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) persons have an illness, injury, disability or other health-related condition that poses a risk to the personal health or safety of members of the public or the public body if they were to participate in person; or (3) 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 whom 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, February 28, 2022 - 6:00 P.M.

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

FROM: Adam Zettel, City Manager

DATE: February 23, 2022

ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

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

The city approved the appraisal for the Meijer Store, and our appraisal has been submitted to the MTT for initial review. The value determination is about \$11M. The petitioner appraisal came in a little over \$7M. While the difference is quite large, the gap on this valuation is substantially lower than the initial petition. It is unclear if there will be an offer to settle.

See the July 26, 2021 report for details on the Meijer appeal.

We continue with an appraisal of Family Farm and Home. This is for an appeal filed last year.

✓ **STREETS** (*See Individual Category*)

✓ **2020-2023 TRAFFIC IMPROVEMENT PROGRAM (TIP)** (*Update*)

Applications for the next round of TIP have been submitted for Seymour and Miller (Morrish to N. Seymour). We are hopeful that we will get funding for Miller Road, with Seymour coming in very close to being funded as well. This is not a final funding report, but we have a good feeling with the draft rankings.

The previous report follows:

Morrish Road has been awarded federal funding. Note that the total scope of the project is around \$843,660, with 25% being the city's contribution (\$214,625). The city has committed the match portion to this project, which is 75-25. However, the federal allocation is capped at 75% of the original estimate, making the maximum federal reimbursement \$629,035. After three years and some project change orders, we are seeing an engineer's estimate that is \$1.1M prior to payment for construction engineering, which would add another \$150,000.

This is creating some obvious heartburn. The local match on this could easily balloon to 50%, which would place a tremendous strain on our road resources. We are working to reduce the project scope, as well as to seek a TIP amendment to increase this amount.

The project is out for bid. The engineers have included work scope regarding our desire to widen Paul Fortino to the north so that a left turn lane may be added. We hope to include a mid-block crossing at Apple Creek Station, if affordable.

✓ **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.

We are seeking bids for paving in various areas. We are doing so to ascertain if we can proceed with taking care of some deferred maintenance on major streets that are not likely to receive MDOT funding in a timely manner, such as Seymour Road. We are also curious about the price comparison between a local bid and an MDOT bid for the same work (such as Miller Road). **These are due on March 10th.**

Some restoration on 2021 projects will occur in the spring, and lighting will require some work on Consumers Energy's end. Otherwise, we are in good shape!

OHM is preparing preliminary engineering for the remainder of Winchester Village and Winchester Woods. This is a very large scope of work. If we were not pursuing the USDA phase II, we would likely engineer a single street, perhaps Greenleaf. However, with the USDA funding prospect, it is possible that we will have a much larger scope of work to complete in the two year performance period.

We will report the status of the USDA grant so that we can better plan for future projects.

✓ **BRIDGE WORK (Update)**

I reached out to ROWE on February 22nd to see if there is an opportunity to cooperate with the county road commission on bridge maintenance bids and work.

We met with the MDOT representative and the city's bridge engineers (Rowe PSC) to go over our bridge inspection file in mid-September. This was an informal audit, and everything went well. During the process, I learned that there may be 95% match maintenance funds available for the bridge decks. This could be timely for us. With the understanding that cooperation is key to awards, I have asked Rowe to coordinate with the county or other agencies to create a work package. I hope to have something before the council soon. However, like with the TIP, work would be years out.

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

✓ **SEWER REHABILITATION PROGRAM (Update)**

A large lining program has been approved. This will finish up most of downtown and include Miller, from Elms to Morrish. Televising of lines is occurring now. Once complete, the lining will commence. (Note that we had a backup on February 9th on Miller in this area).

We held off on cleaning and inspections for future lining projects for the time being. When we consider our recent discussions regarding a jetting truck, it might be best to consider these only after we know if we are to do them in-house or with a contractor. Note that we are still looking at costs for in-house vs contracted cleaning. See the "sewer truck" section below for details.

✓ **WATER MAIN REPLACEMENT - USDA (Update)**

The west Miller, Morrish, Bristol Road, and Village segments are complete. The contractor is completing the final component of USDA phase I, which is the Miller Road segment from Elms to Raubinger. The weather has slowed them, but they continue.

As it turns out, there is unspent monies from the project. This is good news to some degree, since it implies that the project is coming in under budget. The downside, is that the USDA uses loan funds first, and grant funds last. As such, there may be 'free' money left on the table. We are looking to use some or all of this to extend water main replacement along Miller to the Masonic Lodge.

Note that Morrish Road paving and paint markings are temporary. We have timed this so that repairs commence next year with the Transportation Improvement Program funds.

OHM is working on an application for another round of USDA grant/loans. At this point, we are calculating our fiscal year 2025 budget, as required by USDA. This will set the table for calculation of our eligibility for any grant funds. We are closer than ever to getting this submitted for final review.

This project will help us afford the remainder of the Winchester Village Streets:

- Greenleaf
- Winshall
- Durwood
- Norbury
- Whitney
- Seymour (South of Miller)

To align our water main and street projects, we needed to skip street reconstruction in 2022 so that the USDA process is ready to go. The upside is that 2023 and 2024 could see the total completion of all Village water main and streets. Doing so will also require another street bond (funded with existing revenues). This is something we can probably arrange for ten years like we did with the first segment of road work.

If the USDA application is approved, we will know our obligations towards additional notes or access to grants. We can then formalize a workable financial and construction plan to finish the Village streets and water main. Note that we seek preliminary engineering for the streets at this meeting (not water main at this time).

As presented by the GCDC on April 12, the new county Master Plan includes a northern loop and southern loop option to provide redundancy and stability to the system. This is good news since Gaines and Clayton Township rely on the overstressed Miller line. There will not be any cost participation by the city, but the timeline is unclear. There are rumors that recovery act funds may be put forth to accelerate a loop.

The city is revisiting an effort to work with the county to abandon the 8" Dye Road water main in the vicinity of the rail line (west side of Dye). This line is prone to breaks, which can be very costly and dangerous near the rail spur. The intention would be to connect our customers to the other side of the street, onto the county 16" line. It appears the transition cost would be about \$25,000. Mr. Harris and I have learned of the needs from the county and are ready to proceed. We may look to add this as USDA work or bring back a separate proposal. Note that the city line will be abandoned, but the city will still retain the customers.

✓ **WATER SYSTEM MASTER PLAN** *(No Change of Status)*

The water reliability study has been submitted to the state. They are reviewing the document and will provide feedback, if needed. Once finalized, we can integrate the findings into the city capital improvement plan.

Rob and I are working with OHM to submit a final Emergency Response Plan to the feds as well.

✓ **COMMERCIAL METERS AND TRANSPONDERS** *(No Change of Status)*

Rob believes it is time to start replacing our commercial meters. The age of many of these are starting to raise flags concerning accuracy and reliability. We have definitely had some reliability issues with the larger meters at the schools.

We are just now pricing mechanical and ultra-sonic meters. The idea is to invest big and replace a majority of such meters in one swoop, or we can buy them incrementally and replace them with our staff as time permits. I am initially in favor of the later choice. This will cost about \$500-\$1,000 per meter, of which we expect to have 100-200 to replace. For the time being, there are some high-use meters we are looking to replace using budgeted maintenance dollars.

In related news, the technology is available and affordable to move to a live read system for the entire community. This will enable all accounts in the city to be read at any time from city hall. Meters will also track data in increments of just a few minutes, and self-report abnormalities to the city. Such reports would include backwards flow, leaks, and high usage.

This system would cost under \$100,000 to install and would save substantially on routine reads, final reads, and troubleshooting. It would also save city customers tens of thousands of dollars each year in leaks (this will also reduce property damage). I am in favor of this transition. I think it makes financial sense and is a great customer service.

I have previously attached the proposal from our meter supplier. Staff will look to include the cost for this conversion in the next budget and see how things shake out. In the meantime, I need to affirm our rights on the tower at 4355 Elms Road. It is proving more difficult to contact the owner than we would like.

✓ **STORM WATER MANAGEMENT** *(Update)*

We continue to move forward with formalizing more rigorous storm water management practices. This effort follows our agreement with DLZ providing inspection services, policy guidance, and training as a means to comply with state mandates and to ensure quality environmental outcomes related to storm water.

On February 22nd, we underwent our first audit of our storm water management practices and documentation. This includes our inspection and maintenance practices related to facilities and drains, construction standards, and testing of outfalls. Overall, the audit went well. However, there happened to be an unknown event occurring at the DPS during the inspections (hydraulic leak from a dump truck). The inspector is also not happy with our salt storage barn and aggregate parking lot. We may see some corrective action letters in the near future.

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

The last of the lots acquired prior to the special assessment have been sold. 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. 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 winter newsletter is definitely out. We included utility rates, FOG information, school security, and winter reminders.

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

This will be a standing section of the report that provides a consolidated list for a brief status on public and private construction/developmental projects in the city.

1. The grant agreement for the **DNR Trust fund has been executed by the state! These funds will support construction of the Genesee Valley Trail.** The MDOT grant is conditionally awarded, with conditions being nearly fulfilled. As of writing the SRTS project appears to be a 2023 project.
2. The **raceway owner is still considering racing.** The state has more bills in the works. We should know something soon. As a backup plan, the owner will be looking to repurpose the site and cooperate with our master plan process. For now, they have a temporary zoning permit to store surplus vehicles for GM. See details below.
3. The school appears to be actively seeking demolition bids for **Mary Crapo.** My understanding is that the school has some unmet playing field or recreational needs, and they may be looking to locate some facilities or courts to this site. While the demolition of the school would deny the community a contributing historic structure, I do not see a viable and predictable way to reuse the site. For my part, I think the scale of rehabilitation of this building and any

subsequent use is far beyond the city's resources. I see this as an issue for the school and broader community, especially given our current deferred maintenance needs within our parks.

4. **(Update)** The **school bond** passed and many improvements have occurred and many are expected throughout the district. The school is currently seeking approval from the county for additional improvements and paving at the middle and high schools. Total investment for this effort will exceed \$50 million over two to three years. The improvements so far are very impressive, especially what is occurring at the middle and high schools. The project is likely to result in another access to Cappy Lane for the high school. It also appears that the school will be adding a walking path on their high school campus that should be integrated with other pedestrian features.
5. **(Update)** **Street repair in 2022** is done! Morrish Road is out for bid!
6. The **Apple Creek Station** development of 48 townhomes is on hold due to construction material availability and cost. They continue to seek final review by the county. If there is no change in status by the end of the year, we will remove this from future reports. These units range in size from 1,389 to 1,630 square feet, with garages. Construction will occur on vacant land in the back of the development, by Springbrook Colony. Site engineering plans have just been submitted by the owner. Rents are expected to be about \$1.00 per square foot (~ \$1,600 a month) which matches rents in Winchester Village.
7. The **Brewer Condo Project** is proceeding with building construction at this phase. The project includes 15 townhome condos off Morrish Road in downtown. They are approximately 1,750 square feet, with two car garages and basements. Not everyone is a fan, but we believe it will be a positive addition to the downtown in the long run.
8. The next **Springbrook East** phase is under construction. They have pulled many home permits. There is currently an issue with a home that is under construction, with said home being placed outside the building footprint. A hearing on the variance was held on October 20th, and all dimensional variances were approved. We are requiring staking of all building footprint and foundation walls prior to commencement.
9. **The Diesel Pro building** on south Morrish burned down just after Christmas. They are looking to rebuild the facility on site. I expect a site plan this spring.
10. The **southwest corner of Elms & Miller** is seeing some increased activity. This is likely due to the consolidation of two more properties at a recent auction, greatly expanding the available footprint.

✓ **TAP/DNR TRAIL** *(Business Item)*

The grant agreement with the DNR has been completed. The funding agreement with MDOT is now prepared. I am including the agreement and a resolution to proceed. This will enable us to bid! As such, we are off to the races. I hope to be in a position to seek bids in the next month or two, as final reviews of plans and specifications conclude with the MDOT.

✓ **SAFE ROUTES TO SCHOOL** *(Update)*

We are finally working on the last of the four easements that are required for this project. Three have been signed already (school, Kincaid fair grounds, and Kincaid Apartments. We continue to communicate with the farmers on Bristol Road by Elms Elementary

(Jaworsky). This was previously delayed due to the need to communicate with them about a potential USDA easement as well (to loop Heritage to Flint Township to the north). We are conducting an appraisal for Jaworsky, as required by MDOT, but this should result in an agreeable purchase for the city council to consider.

Preliminary engineering is underway. This project is likely to be done in 2022, or 2023. There is still a chance that this will be combined with the TAP/DNR project.

This is a substantial grant for another \$650,000+ for trails and walkways in the community! This will enable installation of paths near the middle school, Elms, and Syring for student safety. These connections will also enhance our trail network.

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

Burrito Bros, 8013 Miller, is applying for the Development District Liquor License. The council has resolved to support this. They have been engaging in due diligence on their end, and I have been sending information to the state in preparation, including the city's DDA plan and recent public and private investment. This demonstrates the area and business qualifications. They should be opening any day now.

We also submitted a grant on behalf of this business for the MEDC Match on Main grant. This grant has been awarded and will result in up to \$25,000 for investments in their downtown location (former Daves)! If so, we expect to activate the outdoor dining area!

The master plan is proceeding, and the city received the funds in September 2021, to assist with this (\$30,000). The MEDC continues to offer much in-kind support to our efforts.

Our community needs to find specific projects to exercise a crowd funding match for a public place enhancement. This is a big deal and can provide up to \$50,000 towards a downtown project!

A link to this program is here: <https://www.miplace.org/programs/public-spaces-community-places/>

✓ **TAX REVERTED PROPERTY USE** *(No Change of Status)*

The Wade Street property is in the flood plain. J.W. Morgan was looking at it, but they have their hands full elsewhere, and this is a marginal site. I think we should consider looking to sell the property to a neighbor or having a home built ourselves. For the later option, I suspect we will not get our money back in the sale. However, we can take a tax exempt property with annual maintenance costs and put it on the tax rolls. Doing so would provide over \$1,000 a year to our respective local levies & assessments...forever.

✓ **8002 MILLER** *(No Change of Status)*

The tenant has paid the money owing during the court action and is now current through January 31st. As of writing, water & sewer are overdue, along with February rent.

The lease is also due to expire next month. Should the tenant remain, they will be in a 'holding over' provision, which allows them to stay on a month-to-month basis which includes a 10% rent increase.

✓ **CDBG** *(No Change of Status)*

Applications were submitted for the 2022-2024 cycle which will go towards senior services and new downtown residential neighborhood sidewalks. We signed updated agreements to receive and use these funds on September 2nd. Work will be in 2023 for the downtown sidewalks though.

✓ **GIS MAPS** *(No Change of Status)*

We are looking at activating our GIS by further auditing the data and creating 'widgets' to help us with specific tasks. The widgets would be applications that are made specifically to perform and track tasks, such as hydrant flushing, valve turning, and sewer cleaning. These applications will serve as a depository for GIS information on the asset, its current status, and future management. Depending on the scope of work, we may bring some of the proposals for application creation to the city council.

As of writing, we learned that we may be able to inventory our assets at an even lower price, enabling us to inventory sidewalk, traffic signs, and right-of-way trees. With the ability to tie these assets to our work order system, we may be able to construct and use one of the most advanced GIS/work order systems in the region. This would help us tremendously in our ability to conduct long term maintenance and capital improvement planning.

✓ **DISC GOLF** *(No Change of Status)*

Otterburn Park and the disc golf course is moving into the next phase! Basket 18 (the sledding hill) is looking amazing! The contractor is smoothing out some fairways and adding some topography to the rest of the course. We also have a plan for a circle-drive parking lot, with pavilion.

The disc golf committee has been working hard to place holes for baskets, clear fairways, and raise funds. They have been out there doing some very intense volunteering in October.

✓ **MASTER PLAN UPDATE** *(Update)*

CIB, in conjunction with Smith Group, are working on the Master Plan/DDA Plan. We have a relatively complete working draft that has been sent out with the planning commission and DDA packets. Please take a look!

The planning commission will be meeting on March 8th to go over the plan. The DDA will be formally invited, but all council and park board members should also consider attendance.

Formalization of the plan is likely going to be in spring of 2022.

✓ **RACEWAY** *(Update)*

I met with ownership the week of the 14th. They are looking to proceed with reuse of the site, probably in the industrial realm. The likelihood of thoroughbred racing is very

small. There may be a desire to test the waters of the community concerning the acceptance of industrial cannabis operations. We may see a concept plan for reuse this summer.

✓ **COVID AID (Update)**

The MEDC is offering large grants for a Revitalization and Placemaking (RAP) Program. You can view the preliminary guidance [here](#). At the moment, I do not see an opportunity in our community that I believe is competitive or viable (the grants and match portions are very large).

This would be perfect for a large-scale redevelopment or rehabilitation of a downtown property. This opportunity would also work for a large-scale public investment. Unfortunately, we do not have either of these types of projects lined up in terms of design, funding, or participation. I will keep my eyes open though. Generally, we are applying for everything under the sun, and this is right up our alley.

The previous report is as follows:

Big news is out for ARPA aid to the city. Because our amount is under \$10,000,000, we can account for the funds as revenue loss. This will make use and reporting extremely easy. We no longer need to stick to the specific eligible uses that were originally outlined. With that said, I continue to propose a conservative approach.

I absolutely advise against new or special projects with these funds. There are a ton of unfunded needs in our six-year capital improvement plan that we can address, as well as routine maintenance. I suspect these funds, as spent from the general fund, will go quickly. We have needs apparent with the civic parking lot, numerous streets, park equipment, city hall flooring/furnishes, public safety needs...the list goes on.

✓ **PAVILION COMMITMENT (No Change of Status)**

We applied for county ARPA funds to get the pavilion funded and upgraded. As such, we await news prior to working on the scope or bid documents. The previous report follows:

The city council has committed to installing a pavilion at Otterburn Park, including a commitment of \$20,000. I have reached out to four area builders about the creation of a concept and pricing thereof. One was initially helpful, but they have been non-communicative lately. I have gotten an initial response from a couple others, but there has been no follow up. Most recently, J.W. Morgan has agreed to sit down with the family and myself.

It appears there is basic agreement on an initial concept, which is to be a 30x40 slab with a pole barn style pavilion. No restrooms, power, or other features are included at this time. The contractor is going to scope a pavilion that resembles one that they constructed at Elms Elementary.

With current pricing, we will use this as a starting point to finalize a concept with the park board. Once complete, fundraising can begin. At this point, the family feels some pressure on the matter, especially during the holiday season, and they would like to ease

up on the pace a bit. This is perfectly acceptable to us. It simply means that 2022 may be more of a fundraising year than an early construction year. Given our status at Otterburn, this works out well.

The park board is still taking the lead on this, with close input by Jentery's family. I will keep the council informed.

✓ **WATER OPERATIONS SERVICES** *(No Change of Status)*

We are in a position to proceed with an agreement with the GCDC-WWS to supply operational services to the city regarding the water distribution system. This has enabled us to have a broader array of options in selecting the next DPW Director. However, there is no rush to act quickly. We have the ability to take our time further study and consider options. One of the first items of business as we onboard a new director is to consider this option. I will keep the council informed.

✓ **SECURITY CAMERAS** *(No Change of Status)*

We got a second proposal on cameras, including system design advice (locations, coverage, etc.). It is much higher. I also got pricing from Comcast on high-speed internet to the site. At first, they wanted us to run fiber, but this would have been over \$1,000 a month. I requested coaxial pricing, which appears to be about \$300 a month. At this point, it appears that connectivity is best achieved through the wired system (Xfinity) instead of 4G.

We are looking at pricing to run conduit in the park. This will have the benefit of providing power (potentially) to additional pavilions. It is also essential if we are to power cameras and provide a feed to the recording device. Once complete, we can better plan for a security system.

As we consider the initial cost for security cameras, conduit, installation, and the monthly cost to operate the broad band and camera service, I think we are getting into territory where the security is costing more than the issues we are attempting to prevent. I will have this discussion with park board, but at a cost of about \$15,000 to install, and about \$5,000 a year to operate, we might be better off with the gates alone.

✓ **SEWER TRUCK** *(No Change of Status)*

We have some initial cost-benefit analysis done. However, we are not sold on a recommendation yet. Given the staffing needs to effectively administer this program, we do not feel like we are in a great position at the current time. I see this being delayed. The previous report follows:

We have looked at five years' worth of contracted jetting services (non-routine). These average \$3,325 a year. Based upon the proposed cleaning/jetting price for routine services, we are pricing \$76,507 a year (25,502 lineal feet at year at \$3.25/ft.). Lastly, we are estimating a conservative \$40,000 for storm sewer cleaning (lineal feet and catch basin count is yet unknown). In total, this equates to \$119,832 per year.

We estimate our equipment purchase price to be ~\$45,000 per year (accounting for purchase and resale). This leaves \$74,832 for labor, fuel, disposal fees, and miscellaneous expenses. Assuming an \$80/hour equipment operation and labor charge

for a single operator, we have about 935 labor hours included in that cost (about half a full time employee or a crew of two for four months).

These are very conceptual numbers, but they put us in a reasonable place in my opinion. None of these calculations include the potential for contracted use in other communities, use of the hydro excavator, or training.

Again, there is no recommendation from staff at this point, but we are very interested to hear what council members think of the concept as it is shaping up. The previous report follows:

In an effort to ensure great sewer reliability and long term asset management, Mr. Bincsik has been weighing the benefit of purchasing a sewer jetting truck. Having such a piece of equipment will eliminate our need to rely on third party contractors during after-hour sewer backups, a tenuous proposition these days.

The purchase will also enable us to conduct our own main line jetting program. This is something we absolutely cannot do at this time without large scale contracted services. Even then, we are lucky to clear each main line every 10 years. With our own piece of equipment, we would look to clear each main line every 3-5 years, with problem areas addressed every year or so (Miller and Elms).

The cost is substantial (~\$450,000), but it will reduce our need to contract with private sewer cleaning companies. Most importantly, it will enable our own crews to respond to emergencies involving the sanitary and storm sewer system. We will certainly see a reduction in contracted jetting services, but I expect no overall savings when weighed against the purchase. However, we still recommend looking at this option, since the goal is to enhance our services. The sewer fund IS in a position to cover the purchase and operating costs.

Another benefit is that this will bring high-level work back 'in-house'. This will enable us to supply more labor hours to the DPW in general, thereby offsetting the cost of an additional labor position. This is something we have been working towards for some time to have a larger scale of operations throughout the year.

At any rate, we are only including this narrative, an email price quote, and some images at this time. If there is an appetite to move in this direction, we can indicate our interest and bring back a formal proposal or set of proposals for such equipment. Mr. Bincsik may be at our meeting to indicate his preference for this make and model.

✓ **AMBULANCE SERVICE** *(No Change of Status)*

It appears that Genesee County 911 is going to be recognizing dedicated municipal ambulance service. It also appears that such agreements can now be entered into and acted upon in the near future during dispatch. This concept is a continuation of our earlier reports and discussions about ambulance service in the county. The idea is that all ambulances congregate in specific areas in order to get directed to areas of high-call volume, leaving much of the county with long response times.

With dedicated service agreements, ambulance providers feel they can disperse their fleet more liberally and still maintain call volumes. Mr. Plumb (the Swartz Creek fire chief and Deputy Director of 911) believes this system will work. He encourages the city to consider this as an option. To that end, I have reached out to Medstar, located in Mundy Township off Hill Road. Mundy and Gaines appear to be looking for dedicated service from this provider as well.

Based upon our initial conversations, it appears there is a general willingness to entertain such an agreement. I do not feel the matter is fully cooked at the moment, but once the dust from the Genesee County 911 decision settles, I will be bringing an agreement to the council.

✓ **LABOR AGREEMENTS** *(No Change of Status)*

The AFSCME agreement is due to be negotiated this spring, with a start date of July 1, 2022. Agreements for exempt employees are also due, though these will be individual in nature. Our efforts with this round of negotiations are to find ways to attract and retain talent, with the understanding that wages are only one piece of the puzzle and the modern workforce is much more attentive to working conditions such as flex time, remote work opportunities, independent job management, and new opportunities.

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

✓ **MONTHLY REPORTS** *(Update)*

We have routine departmental reports for review.

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

✓ **PLANNING COMMISSION** *(Update)*

The Planning Commission met on February 8, 2022. In addition to the discussion of the master plan draft, the commission held their annual meeting. They maintained the same slate of officers, with Wyatt as Chair, Henry as Vice-Chair, and Binder as Secretary. They also approved the 2021 annual report, which is included in the packet.

A master plan draft, dated January 26, 2022, is in circulation. This has been reviewed and commented on by all willing DDA and PC members, which was not that many to be honest. Thanks for those that did so, especially those that are not serving on the PC or DDA. The PC meeting to formally review the plan, with the consultants in attendance, will be March 8th. The DDA is expected to attend, and all city officials are invited. This is still a working document, so please take a look and scrutinize it.

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

The DDA met on February 10th. They visited the master plan process, and they also considered a program that would offer financial support for downtown restaurants that pursue a MDOT logo sign (see the DDA packet for details). There is also a request to bring a monthly car show into downtown Swartz Creek on Fridays in the summer. The DDA is supportive. More information on how the event will function in terms of street closures, timing, and staffing is forthcoming. The council will need to approve any such show.

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

The ZBA met on October 20 to hear a variance related to the construction of a new condominium outside of the building envelope in Springbrook East. There was a fair amount of public attendance. The variance was approved without conditions. There was no business in November or December. Their next meeting is scheduled for March 16th. The entire board is signed up for Michigan Association of Planning training for ZBA's on March 15th.

✓ **PARKS AND RECREATION COMMISSION (No Change of Status)**

The Park Board was to meet on February 2nd, but the meeting was cancelled due to snow. Updates on trails, disc golf, and the pavilion were discussed in January. Gates have been fabricated, but the ground conditions are not conducive to an install. The port-a-johns are removed, except for the one by the Elms sledding hill.

The outlook for 2022 is to update the city park plan. There were some ideas already delivered concerning Abrams. As such, we will look to engage Rowe or another contractor to update or write a plan that will guide future policy and spending for our park assets.

Officers were selected for this calendar year, with Mr. Barclay being the Chair, Mrs. Fountain as the Vice Chair, and Mrs. Olger as the Secretary.

In addition, the board recommended approval of the ARPA project for Otterburn Park.

Their next meeting is March 2nd at the city office.

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

The Board of Review is beginning their training for the March sessions. The meetings dates are March 8th at 2pm for the organizational meeting and March 21st from 9am-12pm & 6pm-9pm, and March 22nd & 23rd 9am-12pm. During these sessions, they will hold the primary hearings on contestations of value for residential parcels.

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

I am always in need of elections workers, if you know anyone that is interested in working, please have them contact me. I have prepared the council member petition packets and have these available. These packets are for Precincts 1-4 and one at Large position. We now have mail trays setup in the council chambers above the coat rack for councilmembers mail.

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

Water main installation on Miller Road has been completed. When weather allows final restoration will be completed finalizing the project. We are still working towards a decision whether or not to extend pipe replacement to the west stopping on the east side of creek.

To date, this winter, we have had 16 snow events that have caused salting and/or plowing. The crews are doing a great job keeping up with demands caused by the winter weather and keeping the roads safe for the community.

Asphalt paving bid is currently being advertised and we have had several inquiries regarding this.

✓ **TREASURER UPDATE** (*Update*)

Reconciliation and settlement of the 2021 tax roll will commence March 1, 2022. Real property taxes unpaid as of March 1st are now delinquent and must be paid at the county. Preliminary work continues for the draft recommended budget for fiscal year ending June 30, 2023. We are on the waiting list with BS&A to get the Uniform Chart of Accounts updates implemented in our General Ledger. Financial aspects of the fleet management plan are being reviewed with the City Manager and DPS Director on an ongoing basis. Routine operations include, but not limited to, processing payments for utility bills, delinquent personal and qualified real taxes, park reservations, building permits, etc., 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.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

✓ **APPOINTMENT** (*Business Item*)

The Swartz Creek Area Fire Board consists of seven members. Each year, the city and Clayton Township alternate control of the swing seat. Starting April 1, the city will maintain four seats and is in need of assigning that appointment. Dave Spillane has served in this capacity for many years. The mayor feels he is a good fit, and Mr. Spillane is able and willing to serve. A resolution is included.

In addition, Mr. Larry Cummings just resigned from the Board of Review. He serves as an alternate, but the position should still be filled as soon as possible.

✓ **GENESEE COUNTY HAZARD MITIGATION PLAN** (*Business Item*)

Genesee County has amended and updated the regional hazard mitigation plan. I was not aware that this was happening, but it is complete. Local approval is required. I cannot think of a review and approval that is more of a formality than this. I am including the plan memo, which has the link to the full plan (458 pages). I am also including a resolution from the county that we are being asked to approve.

Hazard Mitigation and emergency management were discussed at the Metro Police Board meeting as well. It appears that there has been a void of communication and activity for some time with these regional functions. However, signs indicate that they are rebuilding their capacity, and this plan may be a sign of that.

Council Questions, Inquiries, Requests, Comments, and Notes

Ingalls Street: There continues to be an initiative to add a stop sign on Ingalls Street. I expect to get an opinion from Metro PD on the matter soon. The matter has been exacerbated by a driver leaving the roadway and hitting a home in recent weeks. Though the issue was certainly due to excessive speeds and reckless driving that was in breach of all posted and known traffic laws, the incident is clearly being tied to the perceived need for a sign. While a new traffic control device may be warranted, I always caution council on making traffic control orders based upon popular opinion and an emotional reaction. It is far more likely that we can better control speeds through objective traffic calming methods such as narrowing, lane striping, street trees, etc.

Trail Name: A question was posed regarding the name of the trail. Since this is part of the regional network, the path has been planned and noted as “The Genesee Valley Trail.”

**City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday, February 28, 2022, 7:00 P.M.**

Motion No. 220228-4A **MINUTES – FEBRUARY 14, 2022**

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, February 14, 2022, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 220228-5A **AGENDA APPROVAL**

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Agenda as presented / printed / amended for the Regular Council Meeting of February 28, 2022, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 220228-6A **CITY MANAGER’S REPORT**

Motion by Councilmember: _____

I Move the Swartz Creek City Council accept the City Manager’s Report of February 28, 2022, including reports and communications, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 220228-8A **COMMISSION APPOINTMENT**

Motion by Councilmember: _____

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

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

WHEREAS, said appointment is a Mayoral appointment subject to affirmation of the city council.

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

#220228-8A1 **MAYOR APPOINTMENT:** David Spillane
Fire Board Swing Seat, City Resident
One year term, expiring March 31, 2023

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 220228-8B

RESOLUTION TO APPROVE A CONTRACT WITH THE MDOT AND TO DESIGNATION OF SIGNATORY

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek owns, operates, and maintains a system of major and local streets, some of which qualify for federal funds, as supplied by the State of Michigan MDOT via the Genesee County Traffic Improvement Program; and

WHEREAS, the City has been awarded such funds to rehabilitate Morrish Road, from Bristol to Miller Road, in the amount of \$642,201; and

WHEREAS, the project has been let for bids by the MDOT, and a contract is required set basic terms and conditions of the project and its funding, including the establishment of designated signers; and

NOW, THEREFORE, BE IT RESOLVED, the Swartz Creek City Council accepts the MDOT Contract #21-5530, Control Section Number STU 25000, Job Number 207635CON.

BE IT FURTHER RESOLVED, the Swartz Creek City Council designates Mayor David A. Krueger and Clerk Connie Olger as signatories for the MDOT contract.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 220228-8C

RESOLUTION FOR THE ADOPTION OF THE GENESEE COUNTY HAZARD MITIGATION PLAN UPDATE

Motion by Councilmember: _____

WHEREAS, The City of Swartz Creek, Michigan is vulnerable to a wide range of natural, technological, and human-related hazards, and has experienced repetitive disasters that have caused loss of life, damaged commercial, residential and public properties, displaced citizens and businesses, closed streets and presented general public health and safety concerns; and

WHEREAS, Genesee County has prepared a Genesee County Hazard Mitigation Plan Update that provides an understanding of those threats, identifies the hazards affecting the area, discusses the County’s vulnerability to the identified hazards, and outlines the community’s options and strategies to reduce overall damage and impact from natural and technological hazards; and

WHEREAS, the Genesee County Hazard Mitigation Plan Update represents the interests and needs of the City of Swartz Creek.

NOW, THEREFORE, BE IT RESOLVED, that the Genesee County Hazard Mitigation Plan Update is hereby adopted as an official plan of the City of Swartz Creek.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 220228-11A

ADJOURN

Motion by Councilmember: _____

I Move the Swartz Creek City Council adjourn the regular council meeting of February 28, 2022.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE REGULAR COUNCIL MEETING
DATE 02/14/2022**

The meeting was called to order at 6:00 p.m. by Mayor Krueger in the Swartz Creek City Council Chambers, 8083 Civic Drive.

Invocation and Pledge of Allegiance.

Councilmembers Present: Cramer, Florence, Gilbert (arrived at 6:05), Hicks, Krueger, Pinkston, Henry.

Councilmembers Absent: None.

Staff Present: City Manager Adam Zettel, Clerk Connie Olger.

Others Present: Steve Long, David Spillane, Marriane McLanahan.

Others Virtually Attended: Lania Rocha.

APPROVAL OF MINUTES

Resolution No. 220214-01

(Carried)

Motion by Councilmember Florence
Second by Councilmember Henry

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday January 24, 2022, to be circulated and placed on file.

YES Florence, Hicks, Krueger, Pinkston, Henry, Cramer.
NO: None. Motion Declared Carried.

APPROVAL OF AGENDA

Resolution No. 220214-02

(Carried)

Motion by Councilmember Henry
Second by Councilmember Cramer

I Move the Swartz Creek City Council approve the Agenda as, amended for the Regular Council Meeting of February 14, 2022, to be circulated and placed on file.

YES: Hicks, Krueger, Pinkston, Henry, Cramer, Florence.
NO: None. Motion Declared Carried.

CITY MANAGER'S REPORT

Resolution No. 220214-03

(Carried)

Motion by Councilmember Cramer
Second by Councilmember Florence

I Move the Swartz Creek City Council accept the City Manager's Report of February 14, 2022, including reports and communications to be circulated and placed on file.

Discussion Ensued.

YES: Hicks, Krueger, Pinkston, Henry, Cramer, Florence, Gilbert.
NO: None. Motion Declared Carried.

MEETING OPENED TO THE PUBLIC:

Marrienne McLanahan 5070 McLain St. would like to see something done with the speeding down Ingalls between Fairchild & School. Council is aware of this issue and is looking into making some changes to slow traffic down.

David Spillane 6498 Bristol Road recommended council consider a part time park & recreation/events director. He feels with all the events it would be a good idea. He also has concerns with kids walking on Crapo, especially with the construction going on. Mr. Zettel replied that the road is to narrow for a designated path and the Safe Routes to School didn't have a plan for Crapo. The path along the creek from Morrish to Fairchild is in the plan. The city also has monies for continuing sidewalk in certain areas where there are gaps. He also wondered if the city had any interest in the Mary Crapo building. The historical society would prefer the building be refurbished and not demolished. Mayor responded that the future of Mary Crapo should be addressed with the school board since they are in charge of that property.

COUNCIL BUSINESS:

COMMISSION APPOINTMENT

Resolution No. 220214-04

(Carried)

Motion by Mayor Pro Tem Hicks
Second by Councilmember Henry

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

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

WHEREAS, said appointment is a Mayoral appointment subject to affirmation of the city council.

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

| | | |
|------------|---|-----------------------|
| #220214-04 | <u>MAYOR APPOINTMENT:</u> | Thomas Currier |
| | Planning Commission, City Resident | |
| | Remainder Three year term, expiring June 30, 2022 | |

Discussion Ensued.

YES: Krueger, Pinkston, Henry, Cramer, Florence, Gilbert, Hicks.
NO: None. Motion Declared Carried.

RESOLUTION TO ADOPT ORDINANCE 458, AN ORDINANCE TO AMEND THE SECTION 2-21 OF THE ORDINANCE, REGULAR MEETINGS

Resolution No. 220214-05

(Amended)

Motion by Councilmember Pinkston
Second by Councilmember Gilbert

WHEREAS, the city charter outlines provisions for the regular meetings of the city council, and;

WHEREAS, the ordinance that details the regular meetings of the city council is out of date concerning the location of said meetings, and;

WHEREAS, the city council desires transparency in the establishment and amendment of the meeting schedule, as well as flexibility concerning the location and time.

THEREFORE, I MOVE the City of Swartz Creek ordains:

CITY OF SWARTZ CREEK ORDINANCE NO. 458

An ordinance to amend the Code of Ordinances: Chapter 2, Section 21, Regular Meetings

THE CITY OF SWARTZ CREEK ORDAINS:

Section 3. Modify Section 2-21 of the Code of Ordinances.

The City hereby removes Section 2-21 in its entirety from the Code of Ordinances and replaces it with the following:

Sec. 2-21 Regular Meetings.

- (a) The council of the city shall hold regular meetings in regular session no less than twice each month at 7:00 p.m. at the City Hall located at 8083 Civic Drive Swartz Creek, Michigan.
- (b) If it becomes necessary or desirable to meet at a time or place other than at 7:00 p.m. at City Hall, the council shall designate the time and place of the meeting within the schedule or at the conclusion of the preceding meeting and post such notice and time change.
- (c) The schedule of regular meetings of the council for the next ensuing fiscal year (July 1 through June 30) shall be adopted by the council no later than its regular meeting in the month of June immediately proceeding said fiscal year.
- ~~(d) If the date on which any regular meeting is scheduled shall be a holiday, then such regular meeting shall be held at the same Time and place on the next secular day which is not a holiday.~~

Section 2. Effective date.

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

Discussion Ensued.

(Carried)

Motion by Councilmember Henry
Second by Councilmember Gilbert

I Move to amend the motion by striking out:

- ~~(d) If the date on which any regular meeting is scheduled shall be a holiday, then such regular meeting shall be held at the same Time and place on the next secular day which is not a holiday.~~

YES: Pinkston, Henry, Cramer, Florence, Gilbert, Hicks, Krueger.
NO: None. Motion Declared Carried.

YES: Henry, Cramer, Florence, Gilbert, Hicks, Krueger, Pinkston.
NO: None. Motion Declared Carried.

MEETING OPENED TO THE PUBLIC:

Marrienne McLanahan wondered if a stop sign would work. Councilmember Henry replied he doesn't believe a stop sign is the answer, but they will look into solutions of slowing down the speed.

REMARKS BY COUNCILMEMBERS:

Councilmember Florence feels that there should be more speeding tickets wrote and the feels there is speeding issues at the Morrish/Elms.

Councilmember Henry invited everyone to attend the Chili cookoff this Saturday, February 19th 12-3 at the American Legion.

Councilmember Cramer has several topics he is interested in discussing at future meetings such as summer car shows, and whether the new trail will have a name. He likes the council meetings on Monday nights, they work well with his schedule.

Mayor Pro Tem Hicks has joined the Mundy Twp. Park Board and she thinks a part time park recreation coordinator maybe a good idea since we are forming a relationship with Mundy Twp.

Councilmember Gilbert apologized for being late to the meeting.

Councilmember Pinkston commented we had an MSU graduate play at the Superbowl.

Mayor Krueger reminded everyone tonight is the Genesee Wind Symphony Concert at the Performing Arts Center.

ADJOURNMENT

Resolution No. 220214-08

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Cramer

I Move the Swartz Creek City Council adjourn the regular meeting of February 14, 2022, at 7:03 p.m.

Unanimous Voice Vote.

David A. Krueger, Mayor

Connie Olger, City Clerk

REVENUE AND EXPENDITURE REPORT FOR CITY OF SWARTZ CREEK
PERIOD ENDING 01/31/2022

| GL NUMBER | 2021-22 ORIGINAL BUDGET | 2021-22 AMENDED BUDGET | YTD BALANCE 01/31/2022 | AVAILABLE BALANCE | % BDGT USED |
|---|-------------------------------|------------------------------|---------------------------|----------------------|----------------|
| Fund 101 - General Fund | | | | | |
| Revenue | | | | | |
| 000.000 - General | 2,374,764.00 | 2,414,111.78 | 2,248,963.88 | 165,147.90 | 93.16 |
| 172.000 - Executive | 0.00 | 9,350.00 | 9,350.00 | 0.00 | 100.00 |
| 215.000 - Administration and Clerk | 30.00 | 30.00 | 0.00 | 30.00 | 0.00 |
| 301.000 - Police Dept | 4,250.00 | 4,995.10 | 8,127.40 | (3,132.30) | 162.71 |
| 336.000 - Fire Department | 0.00 | 0.00 | 1,560.29 | (1,560.29) | 100.00 |
| 345.000 - PUBLIC SAFETY BUILDING | 26,500.00 | 26,500.00 | 13,817.96 | 12,682.04 | 52.14 |
| 371.000 - Building/Zoning/Planning | 54,950.00 | 54,950.00 | 44,614.75 | 10,335.25 | 81.19 |
| 410.000 - Building & Zoning & Planning | 0.00 | 0.00 | 135.00 | (135.00) | 100.00 |
| 444.000 - Sidewalks | 1,500.00 | 1,500.00 | 0.00 | 1,500.00 | 0.00 |
| 448.000 - Lighting | 9,221.52 | 9,221.52 | 4,504.22 | 4,717.30 | 48.84 |
| 523.000 - Grass, Brush & Weeds | 4,000.00 | 4,000.00 | 2,915.00 | 1,085.00 | 72.88 |
| 694.000 - Community Development Block Grant | 37,822.50 | 37,822.50 | 0.00 | 37,822.50 | 0.00 |
| 728.005 - Holland Square Streetscape | 40,000.00 | 40,000.00 | 40,000.00 | 0.00 | 100.00 |
| 780.500 - Mundy Twp Park Services | 17,000.00 | 17,000.00 | 3,292.04 | 13,707.96 | 19.36 |
| 782.000 - Facilities - Abrams Park | 140.00 | 140.00 | 70.00 | 70.00 | 50.00 |
| 783.000 - Facilities - Elms Rd Park | 6,500.00 | 6,500.00 | 3,520.00 | 2,980.00 | 54.15 |
| 786.000 - Non-Motorized Trailway | 813,500.00 | 813,500.00 | 0.00 | 813,500.00 | 0.00 |
| 790.000 - Facilities-Senior Center/Libr | 5,300.00 | 5,300.00 | 2,802.84 | 2,497.16 | 52.88 |
| TOTAL REVENUES | 3,395,478.02 | 3,444,920.90 | 2,383,673.38 | 1,061,247.52 | |
| Expense | | | | | |
| 000.000 - General | 13,520.00 | 13,520.00 | 7,885.85 | 5,634.15 | 58.33 |

| GL NUMBER | 2021-22 ORIGINAL BUDGET | 2021-22 AMENDED BUDGET | YTD BALANCE 01/31/2022 | AVAILABLE BALANCE | % BDGT USED |
|---|-------------------------------|------------------------------|---------------------------|----------------------|----------------|
| 101.000 - Council | 25,448.50 | 25,269.07 | 16,116.78 | 9,152.29 | 63.78 |
| 172.000 - Executive | 114,594.96 | 141,917.82 | 94,302.24 | 47,615.58 | 66.45 |
| 215.000 - Administration and Clerk | 30,870.00 | 30,870.00 | 15,702.70 | 15,167.30 | 50.87 |
| 228.000 - Information Technology | 17,000.00 | 17,000.00 | 14,004.20 | 2,995.80 | 82.38 |
| 247.000 - Board of Review | 2,520.00 | 2,520.00 | 581.30 | 1,938.70 | 23.07 |
| 253.000 - Treasurer | 100,265.60 | 100,265.60 | 60,366.72 | 39,898.88 | 60.21 |
| 257.000 - Assessor | 45,016.00 | 70,016.00 | 22,154.27 | 47,861.73 | 31.64 |
| 262.000 - Elections | 36,122.00 | 36,122.00 | 7,907.26 | 28,214.74 | 21.89 |
| 265.000 - Facilities - City Hall | 26,150.76 | 26,099.76 | 7,468.31 | 18,631.45 | 28.61 |
| 266.000 - Legal Council | 18,000.00 | 18,000.00 | 8,233.58 | 9,766.42 | 45.74 |
| 301.000 - Police Dept | 7,900.00 | 7,951.00 | 11,775.90 | (3,824.90) | 148.11 |
| 301.266 - Legal Council PSFY | 17,000.00 | 17,000.00 | 12,124.00 | 4,876.00 | 71.32 |
| 301.851 - Retiree Employer Health Care PSFY | 21,000.00 | 21,000.00 | 15,538.43 | 5,461.57 | 73.99 |
| 334.000 - Metro Police Authority | 1,060,000.00 | 1,060,000.00 | 534,668.00 | 525,332.00 | 50.44 |
| 336.000 - Fire Department | 160,634.00 | 172,748.63 | 145,994.97 | 26,753.66 | 84.51 |
| 345.000 - PUBLIC SAFETY BUILDING | 34,932.96 | 34,593.46 | 18,631.04 | 15,962.42 | 53.86 |
| 371.000 - Building/Zoning/Planning | 138,690.12 | 149,255.12 | 90,455.68 | 58,799.44 | 60.60 |
| 410.000 - Building & Zoning & Planning | 0.00 | 0.00 | 9,608.05 | (9,608.05) | 100.00 |
| 444.000 - Sidewalks | 1,200.00 | 1,200.00 | 0.00 | 1,200.00 | 0.00 |
| 448.000 - Lighting | 106,000.00 | 106,000.00 | 51,333.06 | 54,666.94 | 48.43 |
| 523.000 - Grass, Brush & Weeds | 1,200.00 | 1,200.00 | 995.00 | 205.00 | 82.92 |
| 567.000 - Facilities - Cemetery | 2,083.16 | 2,083.16 | 799.52 | 1,283.64 | 38.38 |
| 694.000 - Community Development Block Grant | 39,832.50 | 39,581.25 | 72.98 | 39,508.27 | 0.18 |

| GL NUMBER | 2021-22 ORIGINAL BUDGET | 2021-22 AMENDED BUDGET | YTD BALANCE 01/31/2022 | AVAILABLE BALANCE | % BDGT USED |
|--|-------------------------------|------------------------------|---------------------------|----------------------|----------------|
| 728.000 - Economic Development | 350.00 | 650.00 | 427.44 | 222.56 | 65.76 |
| 780.500 - Mundy Twp Park Services | 7,483.00 | 7,483.00 | 3,568.77 | 3,914.23 | 47.69 |
| 781.000 - Facilities - Pajtas Amphitheat | 2,705.00 | 17,705.00 | 3,453.12 | 14,251.88 | 19.50 |
| 782.000 - Facilities - Abrams Park | 37,830.05 | 37,830.05 | 13,603.49 | 24,226.56 | 35.96 |
| 783.000 - Facilities - Elms Rd Park | 83,812.94 | 83,812.94 | 35,408.23 | 48,404.71 | 42.25 |
| 784.000 - Facilities - Bicentennial Park | 2,194.00 | 2,194.00 | 628.82 | 1,565.18 | 28.66 |
| 786.000 - Non-Motorized Trailway | 824,200.00 | 842,245.31 | 18,045.31 | 824,200.00 | 2.14 |
| 787.000 - Veterans Memorial Park | 3,045.90 | 3,045.90 | 2,163.32 | 882.58 | 71.02 |
| 788.000 - Otterburn Disc Golf Park | 10,000.00 | 10,000.00 | 1,729.90 | 8,270.10 | 17.30 |
| 790.000 - Facilities-Senior Center/Libr | 32,340.34 | 32,200.00 | 13,518.91 | 18,681.09 | 41.98 |
| 793.000 - Facilities - City Hall | 0.00 | 0.00 | 2,512.55 | (2,512.55) | 100.00 |
| 794.000 - Community Promotions Program | 48,244.20 | 48,244.20 | 27,187.00 | 21,057.20 | 56.35 |
| 796.000 - Facilities - Cemetery | 0.00 | 0.00 | 53.33 | (53.33) | 100.00 |
| 797.000 - Facilities - City Parking Lots | 6,800.00 | 6,800.00 | 4,255.15 | 2,544.85 | 62.58 |
| 851.000 - Retired Employee Health Care | 21,000.00 | 21,000.00 | 9,958.27 | 11,041.73 | 47.42 |
| 965.000 - Transfers Out | 250,000.00 | 250,000.00 | 250,000.00 | 0.00 | 100.00 |
| TOTAL EXPENDITURES | 3,349,985.99 | 3,457,423.27 | 1,533,233.45 | 1,924,189.82 | |
| Fund 101 - General Fund: | | | | | |
| TOTAL REVENUES | 3,395,478.02 | 3,444,920.90 | 2,383,673.38 | 1,061,247.52 | 69.19 |
| TOTAL EXPENDITURES | 3,349,985.99 | 3,457,423.27 | 1,533,233.45 | 1,924,189.82 | 44.35 |
| NET OF REVENUES & EXPENDITURES | 45,492.03 | (12,502.37) | 850,439.93 | (862,942.30) | |
| Fund 202 - Major Street Fund | | | | | |
| Revenue | | | | | |
| 000.000 - General | 525,080.00 | 525,080.00 | 237,598.74 | 287,481.26 | 45.25 |
| 441.000 - Miller Rd Park & Ride | 5,000.00 | 5,000.00 | 1,365.53 | 3,634.47 | 27.31 |
| 478.000 - Snow & Ice Removal | 2,100.00 | 2,100.00 | 0.00 | 2,100.00 | 0.00 |

| GL NUMBER | 2021-22 ORIGINAL BUDGET | 2021-22 AMENDED BUDGET | YTD BALANCE 01/31/2022 | AVAILABLE BALANCE | % BDGT USED |
|---|-------------------------------|------------------------------|---------------------------|----------------------|----------------|
| 931.000 - Transfers IN | 575,000.00 | 575,000.00 | 575,000.00 | 0.00 | 100.00 |
| TOTAL REVENUES | 1,107,180.00 | 1,107,180.00 | 813,964.27 | 293,215.73 | |
| Expense | | | | | |
| 228.000 - Information Technology | 1,225.00 | 1,225.00 | 584.25 | 640.75 | 47.69 |
| 429.000 - Occupational Safety | 0.00 | 0.00 | 113.99 | (113.99) | 100.00 |
| 441.000 - Miller Rd Park & Ride | 6,126.15 | 6,126.15 | 2,371.23 | 3,754.92 | 38.71 |
| 449.500 - Right of Way - General | 15,000.00 | 15,000.00 | 34.48 | 14,965.52 | 0.23 |
| 449.501 - Right of Way - Storms | 25,000.00 | 25,000.00 | 0.00 | 25,000.00 | 0.00 |
| 452.100 - Safe Routes to School Grant | 113,200.00 | 129,886.31 | 24,733.81 | 105,152.50 | 19.04 |
| 454.000 - Major Streets Projects | 175,700.00 | 193,550.00 | 25,485.50 | 168,064.50 | 13.17 |
| 463.000 - Routine Maint - Streets | 156,558.87 | 156,686.67 | 30,001.38 | 126,685.29 | 19.15 |
| 463.307 - Oakview - Seymour to Chelmsford | 489,192.92 | 667,327.92 | 667,327.72 | 0.20 | 100.00 |
| 473.000 - Routine Maint - Bridges | 1,500.00 | 1,500.00 | 0.00 | 1,500.00 | 0.00 |
| 474.000 - Traffic Services | 59,184.00 | 59,184.00 | 12,334.39 | 46,849.61 | 20.84 |
| 478.000 - Snow & Ice Removal | 57,425.00 | 57,425.00 | 19,035.28 | 38,389.72 | 33.15 |
| 482.000 - Administrative | 15,707.00 | 15,707.00 | 7,386.91 | 8,320.09 | 47.03 |
| 538.500 - Intercommunity storm drains | 12,500.00 | 18,514.00 | 2,691.32 | 15,822.68 | 14.54 |
| TOTAL EXPENDITURES | 1,128,318.94 | 1,347,132.05 | 792,100.26 | 555,031.79 | |
| Fund 202 - Major Street Fund: | | | | | |
| TOTAL REVENUES | 1,107,180.00 | 1,107,180.00 | 813,964.27 | 293,215.73 | 73.52 |
| TOTAL EXPENDITURES | 1,128,318.94 | 1,347,132.05 | 792,100.26 | 555,031.79 | 58.80 |
| NET OF REVENUES & EXPENDITURES | (21,138.94) | (239,952.05) | 21,864.01 | (261,816.06) | |
| Fund 203 - Local Street Fund | | | | | |
| Revenue | | | | | |
| 000.000 - General | 176,535.00 | 167,035.00 | 72,554.73 | 94,480.27 | 43.44 |
| 449.000 - Right of Way Telecomm | 15,000.00 | 15,000.00 | 0.00 | 15,000.00 | 0.00 |

| GL NUMBER | 2021-22 ORIGINAL BUDGET | 2021-22 AMENDED BUDGET | YTD BALANCE 01/31/2022 | AVAILABLE BALANCE | % BDGT USED |
|---|-------------------------------|------------------------------|---------------------------|----------------------|----------------|
| 478.000 - Snow & Ice Removal | 1,400.00 | 1,400.00 | 0.00 | 1,400.00 | 0.00 |
| 931.000 - Transfers IN | 100,000.00 | 100,000.00 | 100,000.00 | 0.00 | 100.00 |
| TOTAL REVENUES | 292,935.00 | 283,435.00 | 172,554.73 | 110,880.27 | |
| Expense | | | | | |
| 228.000 - Information Technology | 1,225.00 | 1,225.00 | 584.26 | 640.74 | 47.69 |
| 429.000 - Occupational Safety | 33.53 | 33.53 | 0.00 | 33.53 | 0.00 |
| 449.500 - Right of Way - General | 27,500.00 | 27,500.00 | 7,484.54 | 20,015.46 | 27.22 |
| 449.501 - Right of Way - Storms | 1,500.00 | 1,500.00 | 871.64 | 628.36 | 58.11 |
| 455.000 - Local Street Projects | 0.00 | 205,344.00 | 16,644.25 | 188,699.75 | 8.11 |
| 463.000 - Routine Maint - Streets | 283,091.05 | 283,140.73 | 25,710.76 | 257,429.97 | 9.08 |
| 463.107 - Chelmsford - Seymour to Oakview | 318,712.17 | 444,885.17 | 444,885.13 | 0.04 | 100.00 |
| 474.000 - Traffic Services | 18,797.00 | 18,797.00 | 2,061.08 | 16,735.92 | 10.96 |
| 478.000 - Snow & Ice Removal | 42,646.00 | 42,646.00 | 11,380.75 | 31,265.25 | 26.69 |
| 482.000 - Administrative | 18,325.00 | 18,325.00 | 5,539.95 | 12,785.05 | 30.23 |
| 538.500 - Intercommunity storm drains | 10,000.00 | 16,014.00 | 2,691.32 | 13,322.68 | 16.81 |
| TOTAL EXPENDITURES | 721,829.75 | 1,059,410.43 | 517,853.68 | 541,556.75 | |
| Fund 203 - Local Street Fund: | | | | | |
| TOTAL REVENUES | 292,935.00 | 283,435.00 | 172,554.73 | 110,880.27 | 60.88 |
| TOTAL EXPENDITURES | 721,829.75 | 1,059,410.43 | 517,853.68 | 541,556.75 | 48.88 |
| NET OF REVENUES & EXPENDITURES | (428,894.75) | (775,975.43) | (345,298.95) | (430,676.48) | |
| Fund 204 - MUNICIPAL STREET FUND | | | | | |
| Revenue | | | | | |
| 000.000 - General | 663,443.00 | 673,326.24 | 693,103.80 | (19,777.56) | 102.94 |
| TOTAL REVENUES | 663,443.00 | 673,326.24 | 693,103.80 | (19,777.56) | |
| Expense | | | | | |
| 905.000 - Debt Service | 169,409.62 | 169,409.62 | 11,683.14 | 157,726.48 | 6.90 |
| 965.000 - Transfers Out | 500,000.00 | 500,000.00 | 500,000.00 | 0.00 | 100.00 |
| TOTAL EXPENDITURES | 669,409.62 | 669,409.62 | 511,683.14 | 157,726.48 | |

| GL NUMBER | 2021-22 ORIGINAL BUDGET | 2021-22 AMENDED BUDGET | YTD BALANCE 01/31/2022 | AVAILABLE BALANCE | % BDGT USED |
|---|-------------------------------|------------------------------|---------------------------|----------------------|----------------|
| Fund 204 - MUNICIPAL STREET FUND: | | | | | |
| TOTAL REVENUES | 663,443.00 | 673,326.24 | 693,103.80 | (19,777.56) | 102.94 |
| TOTAL EXPENDITURES | 669,409.62 | 669,409.62 | 511,683.14 | 157,726.48 | 76.44 |
| NET OF REVENUES & EXPENDITURES | (5,966.62) | 3,916.62 | 181,420.66 | (177,504.04) | |
| Fund 226 - Garbage Fund | | | | | |
| Revenue | | | | | |
| 000.000 - General | 431,875.00 | 432,123.68 | 434,092.92 | (1,969.24) | 100.46 |
| TOTAL REVENUES | 431,875.00 | 432,123.68 | 434,092.92 | (1,969.24) | |
| Expense | | | | | |
| 101.000 - Council | 3,903.13 | 3,903.13 | 2,704.32 | 1,198.81 | 69.29 |
| 172.000 - Executive | 8,768.24 | 8,768.24 | 5,177.42 | 3,590.82 | 59.05 |
| 215.000 - Administration and Clerk | 4,476.00 | 4,476.00 | 2,174.58 | 2,301.42 | 48.58 |
| 228.000 - Information Technology | 1,800.00 | 1,800.00 | 1,289.94 | 510.06 | 71.66 |
| 253.000 - Treasurer | 16,979.60 | 20,742.01 | 14,808.22 | 5,933.79 | 71.39 |
| 257.000 - Assessor | 800.00 | 800.00 | 0.00 | 800.00 | 0.00 |
| 265.000 - Facilities - City Hall | 4,939.28 | 4,939.28 | 1,896.64 | 3,042.64 | 38.40 |
| 528.000 - Sanitation Collection | 324,932.08 | 324,932.08 | 157,650.38 | 167,281.70 | 48.52 |
| 530.000 - Wood Chipping | 55,129.08 | 55,529.16 | 28,498.02 | 27,031.14 | 51.32 |
| 782.000 - Facilities - Abrams Park | 7,731.00 | 7,731.00 | 6,043.52 | 1,687.48 | 78.17 |
| 783.000 - Facilities - Elms Rd Park | 13,141.00 | 13,141.00 | 8,252.01 | 4,888.99 | 62.80 |
| 793.000 - Facilities - City Hall | 0.00 | 0.00 | 337.58 | (337.58) | 100.00 |
| TOTAL EXPENDITURES | 442,599.41 | 446,761.90 | 228,832.63 | 217,929.27 | |
| Fund 226 - Garbage Fund: | | | | | |
| TOTAL REVENUES | 431,875.00 | 432,123.68 | 434,092.92 | (1,969.24) | 100.46 |
| TOTAL EXPENDITURES | 442,599.41 | 446,761.90 | 228,832.63 | 217,929.27 | 51.22 |
| NET OF REVENUES & EXPENDITURES | (10,724.41) | (14,638.22) | 205,260.29 | (219,898.51) | |
| Fund 248 - Downtown Development Fund | | | | | |
| Revenue | | | | | |
| 000.000 - General | 88,007.00 | 88,007.00 | 55,958.04 | 32,048.96 | 63.58 |

| GL NUMBER | 2021-22 ORIGINAL BUDGET | 2021-22 AMENDED BUDGET | YTD BALANCE 01/31/2022 | AVAILABLE BALANCE | % BDGT USED |
|---|-------------------------------|------------------------------|---------------------------|----------------------|----------------|
| TOTAL REVENUES | 88,007.00 | 88,007.00 | 55,958.04 | 32,048.96 | |
| Expense | | | | | |
| 173.000 - DDA Administration | 2,804.00 | 2,804.00 | 2,500.51 | 303.49 | 89.18 |
| 728.002 - Streetscape | 41,945.00 | 41,945.00 | 40,000.00 | 1,945.00 | 95.36 |
| 728.003 - Facade Program | 12,500.00 | 12,500.00 | 0.00 | 12,500.00 | 0.00 |
| 728.004 - Family Movie Night | 5,181.75 | 7,466.75 | 2,285.00 | 5,181.75 | 30.60 |
| TOTAL EXPENDITURES | 62,430.75 | 64,715.75 | 44,785.51 | 19,930.24 | |
| Fund 248 - Downtown Development Fund: | | | | | |
| TOTAL REVENUES | 88,007.00 | 88,007.00 | 55,958.04 | 32,048.96 | 63.58 |
| TOTAL EXPENDITURES | 62,430.75 | 64,715.75 | 44,785.51 | 19,930.24 | 69.20 |
| NET OF REVENUES & EXPENDITURES | 25,576.25 | 23,291.25 | 11,172.53 | 12,118.72 | |
| Fund 402 - Fire Equip Replacement Fund | | | | | |
| Revenue | | | | | |
| 000.000 - General | 200.00 | 200.00 | 4.16 | 195.84 | 2.08 |
| 931.000 - Transfers IN | 75,000.00 | 75,000.00 | 75,000.00 | 0.00 | 100.00 |
| TOTAL REVENUES | 75,200.00 | 75,200.00 | 75,004.16 | 195.84 | |
| Expense | | | | | |
| 336.000 - Fire Department | 0.00 | 60,000.00 | 0.00 | 60,000.00 | 0.00 |
| TOTAL EXPENDITURES | 0.00 | 60,000.00 | 0.00 | 60,000.00 | |
| Fund 402 - Fire Equip Replacement Fund: | | | | | |
| TOTAL REVENUES | 75,200.00 | 75,200.00 | 75,004.16 | 195.84 | 99.74 |
| TOTAL EXPENDITURES | 0.00 | 60,000.00 | 0.00 | 60,000.00 | 0.00 |
| NET OF REVENUES & EXPENDITURES | 75,200.00 | 15,200.00 | 75,004.16 | (59,804.16) | |
| Fund 590 - Water Supply Fund | | | | | |
| Revenue | | | | | |
| 000.000 - General | 1,100.00 | 1,100.00 | 416.67 | 683.33 | 37.88 |
| 540.000 - Water System | 2,184,700.00 | 2,184,700.00 | 1,122,826.68 | 1,061,873.32 | 51.40 |
| 543.230 - Water Main Repair USDA Grant | 785,000.00 | 785,000.00 | 841,951.68 | (56,951.68) | 107.25 |
| TOTAL REVENUES | 2,970,800.00 | 2,970,800.00 | 1,965,195.03 | 1,005,604.97 | |
| Expense | | | | | |
| 101.000 - Council | 13,208.82 | 13,096.67 | 6,760.03 | 6,336.64 | 51.62 |

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|--|-------------------------------|------------------------------|---------------------------|----------------------|----------------|
| 172.000 - Executive | 32,468.60 | 32,340.32 | 19,708.78 | 12,631.54 | 60.94 |
| 215.000 - Administration and Clerk | 15,467.00 | 15,467.00 | 8,241.84 | 7,225.16 | 53.29 |
| 228.000 - Information Technology | 5,925.00 | 5,925.00 | 3,612.93 | 2,312.07 | 60.98 |
| 253.000 - Treasurer | 63,947.00 | 65,343.00 | 41,521.15 | 23,821.85 | 63.54 |
| 265.000 - Facilities - City Hall | 12,641.35 | 12,641.35 | 4,783.51 | 7,857.84 | 37.84 |
| 540.000 - Water System | 2,168,464.32 | 2,183,114.55 | 871,397.14 | 1,311,717.41 | 39.92 |
| 542.000 - Read and Bill | 52,590.00 | 52,590.00 | 23,628.76 | 28,961.24 | 44.93 |
| 543.230 - Water Main Repair USDA Grant | 1,215,556.27 | 1,215,556.27 | 897,685.27 | 317,871.00 | 73.85 |
| 793.000 - Facilities - City Hall | 0.00 | 0.00 | 840.77 | (840.77) | 100.00 |
| 850.000 - Other Functions | 11,300.00 | 11,300.00 | 0.00 | 11,300.00 | 0.00 |
| 905.000 - Debt Service | 38,997.88 | 45,997.88 | 36,612.83 | 9,385.05 | 79.60 |
| TOTAL EXPENDITURES | 3,630,566.24 | 3,653,372.04 | 1,914,793.01 | 1,738,579.03 | |
| Fund 590 - Water Supply Fund: | | | | | |
| TOTAL REVENUES | 2,970,800.00 | 2,970,800.00 | 1,965,195.03 | 1,005,604.97 | 66.15 |
| TOTAL EXPENDITURES | 3,630,566.24 | 3,653,372.04 | 1,914,793.01 | 1,738,579.03 | 52.41 |
| NET OF REVENUES & EXPENDITURES | (659,766.24) | (682,572.04) | 50,402.02 | (732,974.06) | |
| Fund 591 - Sanitary Sewer Fund | | | | | |
| Revenue | | | | | |
| 000.000 - General | 3,000.00 | 3,000.00 | 199.63 | 2,800.37 | 6.65 |
| 536.000 - Sewer System | 1,255,140.00 | 1,255,140.00 | 641,126.03 | 614,013.97 | 51.08 |
| TOTAL REVENUES | 1,258,140.00 | 1,258,140.00 | 641,325.66 | 616,814.34 | |
| Expense | | | | | |
| 101.000 - Council | 13,213.82 | 13,101.67 | 6,759.49 | 6,342.18 | 51.59 |
| 172.000 - Executive | 32,385.60 | 32,257.32 | 19,440.62 | 12,816.70 | 60.27 |
| 215.000 - Administration and Clerk | 15,472.00 | 15,472.00 | 8,001.40 | 7,470.60 | 51.72 |
| 228.000 - Information Technology | 5,625.00 | 5,625.00 | 3,612.92 | 2,012.08 | 64.23 |

| GL NUMBER | 2021-22 ORIGINAL BUDGET | 2021-22 AMENDED BUDGET | YTD BALANCE 01/31/2022 | AVAILABLE BALANCE | % BDGT USED |
|---|-------------------------------|------------------------------|---------------------------|----------------------|----------------|
| 253.000 - Treasurer | 59,937.00 | 59,937.00 | 35,918.26 | 24,018.74 | 59.93 |
| 265.000 - Facilities - City Hall | 11,542.35 | 11,542.35 | 4,648.11 | 6,894.24 | 40.27 |
| 536.000 - Sewer System | 989,736.79 | 1,002,523.41 | 365,828.46 | 636,694.95 | 36.49 |
| 537.000 - Sewer Lift Stations | 10,907.00 | 10,907.00 | 8,129.41 | 2,777.59 | 74.53 |
| 542.000 - Read and Bill | 55,658.00 | 57,752.48 | 31,732.05 | 26,020.43 | 54.94 |
| 543.310 - Sewer District Rehabilitation | 400,000.00 | 443,178.75 | 180,811.85 | 262,366.90 | 40.80 |
| 543.400 - Reline Existing Sewers | 183,128.00 | 582,042.00 | 0.00 | 582,042.00 | 0.00 |
| 543.401 - Flush & TV Sewers | 75,000.00 | 219,168.95 | 0.00 | 219,168.95 | 0.00 |
| 793.000 - Facilities - City Hall | 0.00 | 0.00 | 840.78 | (840.78) | 100.00 |
| 850.000 - Other Functions | 9,400.00 | 9,400.00 | 0.00 | 9,400.00 | 0.00 |
| TOTAL EXPENDITURES | 1,862,005.56 | 2,462,907.93 | 665,723.35 | 1,797,184.58 | |
| Fund 591 - Sanitary Sewer Fund: | | | | | |
| TOTAL REVENUES | 1,258,140.00 | 1,258,140.00 | 641,325.66 | 616,814.34 | 50.97 |
| TOTAL EXPENDITURES | 1,862,005.56 | 2,462,907.93 | 665,723.35 | 1,797,184.58 | 27.03 |
| NET OF REVENUES & EXPENDITURES | (603,865.56) | (1,204,767.93) | (24,397.69) | (1,180,370.24) | |
| Fund 661 - Motor Pool Fund | | | | | |
| Revenue | | | | | |
| 000.000 - General | 190,000.00 | 190,000.00 | 68,482.95 | 121,517.05 | 36.04 |
| TOTAL REVENUES | 190,000.00 | 190,000.00 | 68,482.95 | 121,517.05 | |
| Expense | | | | | |
| 172.000 - Executive | 9,758.00 | 11,199.00 | 10,503.97 | 695.03 | 93.79 |
| 228.000 - Information Technology | 970.00 | 970.00 | 475.30 | 494.70 | 49.00 |
| 253.000 - Treasurer | 7,853.00 | 7,853.00 | 4,548.28 | 3,304.72 | 57.92 |
| 265.100 - Facilities - City Garage | 434,064.88 | 434,192.68 | 242,045.13 | 192,147.55 | 55.75 |
| 795.000 - Facilities - City Garage | 0.00 | 0.00 | 1,794.97 | (1,794.97) | 100.00 |
| 850.000 - Other Functions | 18,750.00 | 18,750.00 | 0.00 | 18,750.00 | 0.00 |
| TOTAL EXPENDITURES | 471,395.88 | 472,964.68 | 259,367.65 | 213,597.03 | |

| GL NUMBER | 2021-22 ORIGINAL BUDGET | 2021-22 AMENDED BUDGET | YTD BALANCE 01/31/2022 | AVAILABLE BALANCE | % BDGT USED |
|--------------------------------|-------------------------------|------------------------------|---------------------------|----------------------|----------------|
| Fund 661 - Motor Pool Fund: | | | | | |
| TOTAL REVENUES | 190,000.00 | 190,000.00 | 68,482.95 | 121,517.05 | 36.04 |
| TOTAL EXPENDITURES | 471,395.88 | 472,964.68 | 259,367.65 | 213,597.03 | 54.84 |
| NET OF REVENUES & EXPENDITURES | (281,395.88) | (282,964.68) | (190,884.70) | (92,079.98) | |

STP

DA

| | |
|-----------------|---|
| Control Section | STU 25000 |
| Job Number | 207635CON |
| Project | 22A0195 |
| CFDA No. | 20.205 (Highway Research Planning & Construction) |
| Contract No. | 21-5530 |

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF SWARTZ CREEK, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Swartz Creek, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated January 26, 2022, attached hereto and made a part hereof:

Hot mix asphalt cold milling and resurfacing, joint and crack repair, concrete curb and gutter repair, sidewalk and sidewalk ramps, permanent signing and pavement markings along Morrish Road from Miller Road to Bristol Road; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except for construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to the Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

A. Design or cause to be designed the plans for the PROJECT.

- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Surface Transportation Funds shall be applied to the eligible items of the PROJECT COST at the established Federal participation ratio equal to 73.47 percent. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 365.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with applicable law.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted

as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF SWARTZ CREEK

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



January 26, 2022

EXHIBIT I

| | |
|-----------------|-----------|
| CONTROL SECTION | STU 25000 |
| JOB NUMBER | 207635CON |
| PROJECT | 22A0195 |

ESTIMATED COST

CONTRACTED WORK

| | |
|----------------|-----------|
| Estimated Cost | \$874,100 |
|----------------|-----------|

COST PARTICIPATION

| | |
|------------------------------------|------------------|
| GRAND TOTAL ESTIMATED COST | \$874,100 |
| Less Federal Funds | <u>\$642,201</u> |
| BALANCE (REQUESTING PARTY'S SHARE) | \$231,899 |

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments–Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).

5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any 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 a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

**APPENDIX B
TITLE VI ASSURANCE**

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor’s obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.



GENESEE COUNTY
METROPOLITAN PLANNING
COMMISSION

MEMORANDUM

TO: Genesee County Local Units of Government

FROM: Derek Bradshaw, Director
Genesee County Metropolitan Planning Commission

Jeff Wilson, Emergency Manager
Office of Genesee County Sheriff
Emergency Management and Homeland Security Division

DATE: February 18, 2022

SUBJECT: Adoption of Genesee County Hazard Mitigation Plan Update

Genesee County Metropolitan Planning Commission (GCMPC) staff, in coordination with the Genesee County Sheriff's Emergency Management and Homeland Security Division, has completed an update to the Genesee County Hazard Mitigation Plan. The Plan Update has now met the Federal Emergency Management Agency's (FEMA) required criteria for a multi-jurisdictional Hazard Mitigation Plan and has been conditionally approved by FEMA. Formal approval by FEMA is now contingent upon the adoption of the Plan Update by the County and local units of government. Once FEMA receives documentation of adoption from the County and local units of government, FEMA will send a letter of formal approval for the Plan Update. Local units who adopt the Plan Update will be eligible to apply for hazard mitigation funding and implement hazard mitigation projects within their community in the future. Those who do not adopt the Plan Update will not be eligible.

The Genesee County Board of Commissioners adopted the Genesee County Hazard Mitigation Plan Update at their February 16, 2022, meeting; the signed Board of Commissioners resolution is attached for reference. The next step is for all Genesee County local units of government to adopt the Plan Update so they will be eligible to apply for hazard mitigation funds. Please find the attached sample resolution that you can use for the adoption of the Plan Update. Staff is requesting that you adopt the Plan Update before April 15, 2022. Once you have adopted the Plan Update, please send a copy of the resolution by email to croblyer@geneeecountymi.gov or by mail to 1101 Beach Street, Room 111, Flint, MI 48502.

A copy of the Plan Update can be accessed by clicking on the following web link: [Genesee County Hazard Mitigation Plan.](#)

If you need additional information, or have any questions or comments, please feel free to contact Cody Roblyer, Lead Planner, at (810) 766-6570. Thank you for your prompt attention to this important matter.

Derek Bradshaw, Director

Christine Durgan, Assistant Director

1101 Beach Street – Room 111, Flint, Michigan 48502-1470 • (810) 257-3010 • www.gcmnpc.org