

**City of Swartz Creek
AGENDA**

Regular Council Meeting, Monday, May 9, 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 April 25, 2022 MOTION Pg. 31
 - 4B. Budget Workshop Meeting of April 25, 2022 MOTION Pg. 30
 - 4C. Closed Session Council Meeting of April 25, 2022 MOTION Hardcopy
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. 47
 - 6C. Bond Counsel & Financial Advisor Engagement Letters Pg. 77
 - 6D. Car Show Permits and Supplemental Information Pg. 102
 - 6E. County ARPA Agreement Pg. 112
 - 6F. 8002 Miller Purchase Agreement Pg. 152
 - 6G. CE Hearing Notice Pg. 159
 - 6H. Disc Golf Flyer Pg. 161
7. **MEETING OPENED TO THE PUBLIC:**
 - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
 - 8A. Bond Counsel Engagement Letters RESO Pg. 24
 - 8B. Financial Service Engagement Letters RESO Pg. 25
 - 8C. Car Show Permits RESO Pg. 26
 - 8D. County ARPA Agreement RESO Pg. 27
 - 8E. 8002 Miller Purchase Agreement RESO Pg. 27
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION Pg. 28

Next Month Calendar

Downtown Development Authority:	Thursday, May 12, 2022, 6:00 p.m., PDBMB,
Fire Board:	Monday, May 16, 2022, 6:00 p.m., Public Safety Building
Zoning Board of Appeals:	Wednesday, May 18, 2022, 6:00 p.m., PDBMB
City Council:	Monday, May 23, 2022, 7:00 p.m., PDBMB
Metro Police Board:	Wednesday, May 25, 2022, 10:00 a.m., Metro HQ
Park Board:	Wednesday, June 1, 2022, 5:30 p.m., PDBMB
Planning Commission:	Tuesday, June 7, 2022, 7:00 p.m., PDBMB
City Council	Monday, June 13, 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, MAY 9, 2022, 7:00 P.M.**

The regular virtual meeting of the City of Swartz Creek city council is scheduled for **May 9, 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: May 9, 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, May 9, 2022 - 6:00 P.M.

TO: *Honorable Mayor, Mayor, Pro-Tem & Council Members*
FROM: Adam Zettel, City Manager
DATE: May 4, 2022

ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

✓ **MICHIGAN TAX TRIBUNAL APPEALS (Update)**

There is now a signed agreement with Meijer on 2021 and 2022 values.

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)**

The Morrish Road project (including a mid-block crossing at Apple Creek & a left turn lane on Fortino) is underway. This is a federally supported project that is being overseen by the MDOT. As of writing, the contractor is milling Morrish. They hope to be able to cross the center line with this mill and paving portion for the south segment, and they may be able to mill and resurface the entire north segment. If this can be accomplished, Morrish may be open to through traffic by late May.

Applications for the next round of TIP have been submitted for Seymour and Miller (Morrish to N. Seymour). We appear to have secured 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. With Seymour NOT being funded, we approved a bid to resurface the street using local monies only.

✓ **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.

The city has approved bids to resurface the civic parking lot, Bristol (Elms to West city limit), Seymour Road, and Hill Road. Seymour Road may be milled at any time, but there are no definitive dates. This project should keep Seymour open to traffic and occur quickly. For obvious reasons, Bristol will have to wait until the detour for Morrish is lifted. Unfortunately, this street really buckled this year.

Note that Miller Road, though bid in this process, has been accepted by the regional planning commission for federal funds. We hope it gets in the hopper for 2024.

In other news, 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** *(No Change of Status)*

We are cooperatively bidding work for the Elms Road bridge with the Genesee County Road Commission. The work required consists of an epoxy overlay on the Elms Road bridge. This work was called for during the last bridge inspection. The proposal from the GCRC indicates that the total cost is expected to be \$25,000. Because this is being bid with about a dozen other county bridges, we expect the cost to be lower.

The county sent notice that they are seeking late summer construction. I will update the council with the bid results and timeline. The potential for lane closures or detours is unknown, but the project will be brief in duration.

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

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

A large lining program is underway. 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.

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)*

Phase I of the USDA water main work is substantially complete.

OHM is finishing an application for another round of USDA grant/loans. We have completed the 2025 theoretical budget and rate study. A public hearing was also held. At this point, we have some professional services to line up for the borrowing process. Please see details on this under New Business.

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

Greenleaf
Winshall

Durwood
Norbury
Whitney
Seymour (partial section only)

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. They have been doing so since September. We are seeking an update so we can move on with our lives. Once finalized, we can integrate the findings into the city capital improvement plan.

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

Rob is purchasing about \$10,000 worth of commercial meters. This is in the budget. 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 was to invest big and replace a majority of such meters in one swoop. However, we are now opting to buy them incrementally and replace them with our staff as time permits.

With this program established, we will remove this section of the update from future reports.

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 have been in contact with the legal department of the tower owner at 4355 Elms Road. I hope to affirm access rights soon.

✓ **STORM WATER MANAGEMENT** *(No Change of Status)*

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 spring newsletter is out for print. We covered summer construction, important dates, storm water education, and routine spring notices on services.

✓ **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. **(Update) The Genesee Valley extension bids have been accepted, and work should begin soon.** They are higher than anticipated. Fortunately, we have \$400,000 extra in ARPA coming from the county. We will still be looking at about \$200,000 in local match. This is in the wheelhouse of our original projections. 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** will exceed \$50 million in district wide improvements 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 now including a new access to Cappy Lane for the high school. The school is also adding a walking path on their high school campus that should be integrated with other pedestrian features. The removal of trees in this area is not without some heartache for adjacent residents.
5. **(Update) Street repair in 2022** is in high gear, with Morrish well underway with paving and Seymour mobilizing for a quick resurfacing! The other resurfacing work (Hill, part of Bristol, and the civic parking lot) has also been approved!
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. **(Update)** The next **Springbrook East** phase is under construction. **There appears to be a sale of this project occurring.** Nothing is official yet, but it is likely that there will be a new builder for future phases.
9. 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.
10. **(Update)** **Diesel Pros** may not seek a site plan that will enable them to rebuild on Morrish Road after the fire in December.

✓ **TAP/DNR TRAIL (Update)**

The Genesee Valley extension is due to start very soon. The contract will be staging at Otterburn, but they expect to be done ahead of schedule. As such, we hope to have a path and our park back by mid to late summer. We are working with the county to recover \$400,000 in additional county ARPA funds (See ARPA agreement below).

✓ **SAFE ROUTES TO SCHOOL (Update)**

We have signed easements for all four acquisitions that were necessary.

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 (Update)**

Our RRC coordinator, Christopher Germain, is moving on (literally to the upper peninsula). He was instrumental in our progress as a RRC community, and he will be missed. We should have a permanent replacement yet this summer or fall.

Burrito Bros, 8013 Miller, is applying for the Development District Liquor License, which the council supported. This process is taking longer than anticipated, but there is progress. The state office is struggling with staffing.

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! As of writing, we have requested reimbursement.

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** (*Business Item*)

The tenant was due to be out by May 1. However, because the tenant voluntarily paid the non-holding over rent amount of \$2,000 for April, and there was strong potential for a property and business sale, we have temporarily held off on proceed with eviction.

At this time there is a formal purchase agreement being offered to purchase the property from the city. We are told that a simultaneous transaction is occurring to purchase the business. Concerning the city's part in this, our objectives were to rehabilitate the property to make it functional and economically viable, to recoup our investment, and to maintain occupancy of the building.

I believe we can accomplish all three objectives by proceeding with the purchase agreement. The buyer indicates that they are purchasing the site to use as a flower shop. Whether they maintain the current tenant or purchase the business is not spelled out. However, there are deed restrictions in the PA that will ensure this or a similar use for the near-term future.

The value of the sale was determined by staff. This amount will be sufficient to cover sales costs (commissions, closing, etc.), as well as to cover the city's investment that was not otherwise covered by previous lease payments. Lastly, it appears the site is still in quite good condition (retail and commercial). As such, I recommend the city council look to consider the PA, as drafted by the city attorney, for sale. I think doing so will get the property back in private hands (where we want it), ensure its maintenance and function, and keep a viable business in downtown. All systems go...

Note that the agent involved is not representing the city as a client, nor am I involved in any capacity as a realtor or agent.

✓ **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** (*Update*)

The initial GIS mapping we ordered from ROWE is incomplete. We met with them on April 25th to advance the mapping and identification of assets, including storm basins,

hydrants, valves, pipes (water, sewer, and storm). Once complete, we anticipate being able to update most asset information in-house.

✓ **DISC GOLF** *(Update)*

Otterburn Park is a work in progress. While many features of the site have had much work done (sledding hill, parking lot base, and fairway grading/mowing), there is still a lot to do. We need to get a top covering (probably asphalt millings) for parking, seed the sledding hill, perform some drainage work, and consider future pavilion options. To help get this off the ground, I have applied to Dan Kildee's office for funds to complete all these tasks. This has been a popular project that has grown in scale and has a pronounced regional need. Hopefully, we can get something going.

If not, the volunteers are very active, the city has committed funds, and the Farmer family still has an interest in committing funds as well. We should be able to get the park up and running in some form in 2022.

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. They are proposing another fundraiser for May 22. I am working with the contractor to set the table for this.

As of writing, the trail contractor is seeking to stage here for most of the summer to perform their work. This location makes perfect sense, but the downside to using the area for recreation is obvious. The upside is that we expect the contractor to add value to the site in exchange for its use. This will likely take the form of top soil and additional grading.

✓ **MASTER PLAN UPDATE** *(No Change of Status)*

The 42 day review period has commenced. The public hearing will be held on May 23rd. During the public review period, the plan can still be amended at will. Affirmation of approval is to be done by the planning commission AND city council down the road. A resolution is included with the packet to engage in formal distribution.

✓ **RACEWAY** *(No Change of Status)*

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.

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

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. A large pavilion with bathrooms and power will run at least \$150,000, plus site work and utilities.

We have the option to go with a more basic concept, which is to be a 30x40 slab with a pole barn style pavilion. No restrooms, power, or other features are included with this.

I will see what Mr. Kildee's office might think of investment in this project. If that does not seem to be coming to fruition, we will need to work with the park board and Farmer family on a phase I concept that is affordable.

✓ **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.

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

It appears that Genesee County 911 is going to be recognizing dedicated municipal ambulance service. They accepted all local resolutions (11 municipalities) at their meeting on March 8th. Swartz Creek approved a resolution an agreement at the regular meeting on March 14th. The agreement has been executed and the resolution sent to 911. I will keep the city council informed of this process.

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

The AFSCME agreement is due to be negotiated this spring, with a start date of July 1, 2022. We have held our first bargaining negotiation. 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.

✓ **CAR SHOW** *(Business Item)*

At the last meeting, the city council denied approval to host monthly car shows in downtown Swartz Creek. The proposal, by the Swartz Creek Chamber of Commerce, was to close Holland Drive, Holland Square, and Miller Road (Morrish to Hayes) on the fourth Thursday of May (26th), June (23rd), July (28th), August (25th), and September (22nd). The closure was to be from 5pm to 9pm.

It was indicated that more information was required on how the event would be operated in order for the city council to reconsider. New permits and more information has been provided and is included in the packet. Note that the new submission eliminates the May show, but expands the time to be from 4pm to 9pm. There is a narrative and a map included. The applications, as of writing, have not been formally signed or reviewed by the PD or DPW.

Note that the DDA has conditionally committed to sponsoring a car show in the community, provided that the charitable entity is able to acquire proper council permissions.

✓ **FIRE DEPARTMENT BUDGET** (*No Change of Status*)

I have nothing new to report for this meeting. I am going to make every effort to attend future fire board meetings. Other folks are welcome to do so. They are the third Wednesday of the month. The previous report follows. I will remove the original report from future packets.

It appears that Clayton Township has formally resolved to increase the budget of the fire department to provide a \$1.50/hour wage increase to the firefighters. I do not have details concerning which firefighters, effective date, or the total budget adjustment value. In fact, I have heard from a number of sources, verbally, that the \$1.50 per hour increase is supposed to be \$1.50 from each unit, totaling \$3.00/hr. This is very unclear.

Clayton Board minutes are attached, but they contain few details. My reading of the interlocal agreement indicates that fire board must request such budget adjustments. I also do not believe the city or township can adjust wages, even with good intentions. To get a better understanding of the situation, I met with the fire chief and township supervisor on the 25th. We accomplished much. It appears that there is general agreement that firefighter compensation increases may have merit. However, it would be best served if the fire department and board studied and recommended a course on this.

Given that this is a contract update year for the department and that the next budget will be under review by summer, there will likely be agreement to take some time to review things. My understanding is that the township will look to extend the discussion and review of wages in the coming months, so there is not a need to act at this time. Furthermore, we are aware of pronounced, unfunded equipment needs for the department. These needs compete with available funds and will be considered concurrently with the wage/compensation question.

With that said, there has definitely been some consternation about the process taken to get us here. However, I believe any friction can be managed with the understanding that the city and township are agreeable to working together, with the fire department, to

recommend a course of action for the coming budget that thoroughly addresses wages and equipment funding concerns.

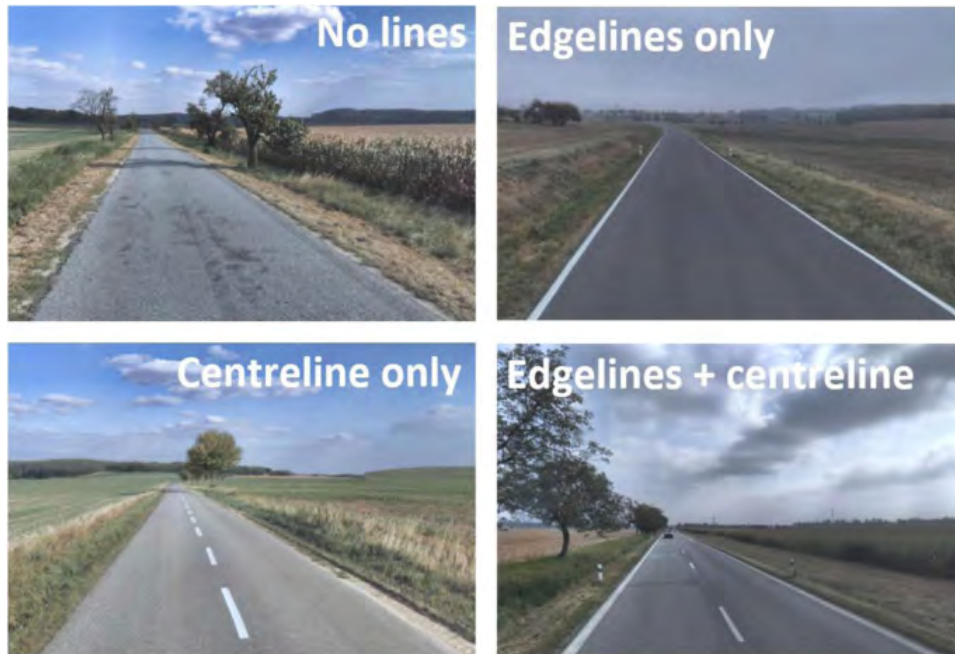
✓ **INGALLS STREET REPORT-SPEEDING** (*No Change of Status*)

There continues to be an initiative to add a stop sign on Ingalls Street. I am including an opinion from Metro PD on the matter soon. Their report indicates that there are no pressing safety concerns. Keep in mind that all streets and intersections pose a danger. However, their findings do not indicate that the intersection of McLain nor the speeds on Ingalls are noteworthy nor is speed or safety likely be improved by any reasonable means.

That being said, we continue to pursue an inviting community, including walkable neighborhoods, safe streets, and quiet environments. As such we have been engaging in traffic calming measures and the additional walkways wherever we can. This presents an opportunity. After street resurfacing is completed this summer, we will be striping the streets with standard pavement markings. We believe there are two opportunities to engage in traffic calming by narrowing the road widths using the markings. We believe that marking Seymour Road in this way (instead of the wide north bound lane) and marking Ingalls in this way will help with speeds.

Seymour used to accommodate on street parking, but MDOT disallowed this during the last federal paving job. However, the wide lane remains. Ingalls still offers on street parking, but it is almost never used. If the council is agreeable, we can enact a traffic control order to remove on street parking on Ingalls and remark it. Note that on street parking is not very viable because there are exclusions on overnight parking and parking during school start and stop times.

The image below captures how markings can further define and visually narrow lanes, reducing speeds. Currently, there are no markings on Ingalls,, so adding center and edge lines should help. We also have the option to place 'slow' markings in select areas as part of a comprehensive program.



✓ **FISCAL YEAR 2023 BUDGET (Update)**

At the April 25th meeting, the council set a public hearing for May 23rd. Since review at the budget workshop, Deanna has made a couple very simple modifications in the copy that is out for public review. Once we believe we have a budget in a substantially complete form, we will produce a budget book, which includes the graphs, charts, and department descriptions that help tell the budget story.

The previous report follows:

Deanna has been working very diligently on preparations for the next budget. The city has collected the first distribution of ARPA monies and is expected to finish this fiscal year with about \$200,000 to the good due to that influx. This is occurring despite the current projects.

We expect the next payment of ARPA funds in the coming months, and we have many projects and capital improvements that could very well correspond to the use of these monies. As such, prepared a budget that includes increases to fire equipment, a large increase to park spending (per the park plan), the Genesee Valley Trail, future road projects, and some city hall updates.

Overall, we look pretty good concerning operational cash flows and fund balance for the fiscal years of 2022 and 2023. However, we need to prioritize the discretionary spending and attend to our enterprise funds and street funds to ensure proper long term asset management practices as we enter the USDA and Winchester Village phase II.

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

✓ **MONTHLY REPORTS (Update)**

We have routine departmental reports for review.

✓ **CONSUMERS ENERGY HEARING (Update)**

CE is holding a public hearing on May 12 regarding future charges for service. A notice is included.

✓ **DISC GOLF FUNDRAISER (Update)**

See the attached flyer for the fundraiser proposed for Otterburn. Things are moving!

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

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

The Planning Commission met on March 8, 2022. A complete draft of the master plan was thoroughly vetted. Numerous changes and updates were added. The commission voted to recommend distribution of the plan by the city council for public review, contingent upon the changes.

The planning commission did not meet in April due to a lack of agenda items. I do expect to have a site plan for the former Diesel Pros on Morrish Road soon.

✓ **DOWNTOWN DEVELOPMENT AUTHORITY (Update)**

The DDA met on April 14th. They conditionally agreed to a \$1,000 sponsorship of the car show, should council approve a new application. This is still pending council approval. The May meeting is cancelled due to a lack of business, but the June meeting is on as the annual meeting. I may look to bring some training to that session that might interest council.

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

There was not an April meeting. The ZBA met on March 16th for their annual meeting. The board retained the same panel of officers, with Mr. Packer as chair, Mr. Plumb as vice-chair, and Mr. Smith as secretary. Board members also participated in virtual ZBA training provided by the Michigan Association of Planning training on March 15th.

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

The Park Board met on May 4th (May the Fourth be with you). However, the meeting was informal, since there was not an in-person quorum. Despite that, they kicked off the park plan process with the consultant. The existing plan was briefed, and a survey was considered. The board will be considering survey questions so they can put together an instrument for distribution at their June meeting.

Their next meeting is June 1 at the city office.

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

The Board of Review held meetings on March 21st from 9am-12pm & 6pm-9pm, and March 22nd & 23rd 9am-12pm. During these sessions, they contestations of value for residential parcels and considered many veteran exemptions.

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

Change in date on the absentee ballot applications, they will be going out in June to all the requested permanent absentee voters. Voter Identification cards were mailed to all

city registered voters, due to redistricting residents had district changes. The precincts and polling location did not change. Reminder we now have mail trays setup in the council chambers above the coat rack for councilmembers mail.

✓ **DEPARTMENT OF COMMUNITY SERVICES UPDATE** *(No Update Provided)*

✓ **TREASURER UPDATE** *(Update)*

The recommended budget will be presented at the May 25, 2022, council meeting. The county equalization department should be issuing their L-4028 report with local millage rollbacks in the next couple of weeks. If necessary, minor adjustments will be made to estimated tax revenue. Financial aspects of the fleet management plan continue with the City Manager and DPS Director. Routine operations include, but not limited to, processing payments for water and sewer bills, delinquent personal and qualified real taxes, park reservations, building permits, daily/weekly/monthly journal entries, bank wires, review/approval of accounts payable invoices, issuance of building permits and rental inspection collections, processing payroll, accounting for grants and projects and other financial matters impacting the city.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

✓ **STREET & WATER BOND COUNSEL & FINANCIAL ADVISORS** *(Business Items)*

For those that were on the city council in 2016, you might recall that the city needs to engage professional financial and legal services to execute the USDA lending process. This is a formality at this point. If there is no borrowing, there are no professional services or associated fees. This is true of both the USDA note and the street note.

I have reached out to the firms that assisted us in the past. These groups helped us with the negotiated sale of water and street bonds for the first round of projects, as well as the USDA note from phase I. We had a preliminary meeting about USDA and street phase II borrowing options and services about a month ago. To check the boxes for the USDA, we are looking to secure such professional services via a letter of engagement with the respective firms (Miller Canfield for legal services and Bakertilly for financial services). I have included such letters. You will notice a pronounced absence of fees for Miller Canfield and very general terms with Bakertilly. Again, such services will be further enumerated and defined as the project scope is more refined.

✓ **GENESEE COUNTY ARPA AGREEMENT** *(Business Item)*

As noted above, the city has been awarded \$400,000 of county ARPA funds to use towards the Genesee Valley Trail Extension. This is 'life changing' money for such a project because I do not see a recreational investment happening without the ability to combine these funds with the MDOT TAP grant and DNR Trust Fund Grant.

At any rate, there is an agreement to accompany the decision. This makes perfect sense given the need to tie such a large reimbursement to performance standards. As you can see, the form and content of the agreement reflects that of a CDBG project. At first glance, this appears very cumbersome, however, since the project was an MDOT funded project, the city already took compliance measures for the required

guidance (Davis Bacon Wages, Hatch Act, procurement measures, federal statute conformance of local policy, etc.).

We are fortunate to be in a position to get such a large sum of money. Our staff should be able to conform with all provisions. Furthermore, we have assurances that our current efforts appear to satisfy the county requirements. I recommend proceeding.

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

There is a need to continue discussion of the disposition of 8002 Miller. This purpose is permitted for discussion in a closed session, and I find it to be advisable to do so in this case.

Council Questions, Inquiries, Requests, Comments, and Notes

Food Trucks: The day after our policy approval, a vendor signed up and was permitted to conduct food sales in the city. The first official vendor is Lt. Martin's Firehouse Grill, and they were very professional and agreeable to our process. They are approved to vend at Feather n Fin on Wednesdays. I am seeing high marks on the food reviews!

**City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday, May 9, 2022, 7:00 P.M.**

Motion No. 220509-4A MINUTES – APRIL 25, 2022

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, April 25, 2022, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 220509-4B MINUTES – APRIL 25, 2022

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Budget Workshop Meeting held Monday, April 25, 2022, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 220509-4C CLOSED SESSION MINUTES – April 25, 2022

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Closed Session Council Meeting held Monday, April 25, 2022, to be placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 220509-5A 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 May 9, 2022, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 220509-6A

CITY MANAGER’S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council accept the City Manager’s Report of May 9, 2022, including reports and communications, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 220509-8A

RESOLUTION TO APPROVE BOND COUNSEL PROFESSIONAL SERVICES

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek endeavors to complete certain street and water main projects in calendar year 2023-2024 as part of the city’s 20 year street plan and water main replacement program; and

WHEREAS, the city has established a dedicated street levy and water rate structure that will provide for the completion of such improvements over the life of the plans; and

WHEREAS, initial capital reinvestment is expected to create financial needs that exceed the annual collections for the street levy and sustainable water fund reserves available through 2024; and

WHEREAS, the city desires to exercise its municipal bonding authority, as detailed in Charter Section 8.10, to borrow sufficient funds to complete the improvements without compromising the ability to dedicate future revenues to ongoing repairs, rehabilitation, and reconstruction; and

WHEREAS, city staff has solicited a proposal from a reputable bond counsel firm, Miller Canfield, with which the city has an existing relationship from the 2017 bonding process, in order to provide necessary legal professional services for the private placement and/or public sale of municipal bonds.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek City Council approves the completion of the Proposals to Serve as Bond Counsel, submitted by Miller Canfield, dated April 18, 2022 for water and April 18, 2022 for street bonds, for such professional services.

BE IT FURTHER RESOLVED, that the City Council directs the Mayor to affirm said proposal on behalf of the city and for the city finance director to appropriate such costs to all impacted funds as appropriate.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 220509-8B

RESOLUTION TO APPROVE MUNICIPAL FINANCIAL ADVISOR PROFESSIONAL SERVICES

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek endeavors to complete certain street and water main projects in calendar year 2023-2024 as part of the city’s 20 year street plan and water main replacement program; and

WHEREAS, the city has established a dedicated street levy and water rate structure that will provide for the completion of such improvements over the life of the plans; and

WHEREAS, initial capital reinvestment is expected to create financial needs that exceed the annual collections for the street levy and sustainable water fund reserves available through 2024; and

WHEREAS, the city desires to exercise its municipal bonding authority, as detailed in Charter Section 8.10, to borrow sufficient funds to complete the improvements without compromising the ability to dedicate future revenues to ongoing repairs, rehabilitation, and reconstruction; and

WHEREAS, city staff has solicited a proposal from a reputable bond counsel firm, Bakertilly Municipal Advisors, LLC, with which the city has an existing relationship from the 2017 bonding process, in order to provide necessary legal professional services for the private placement and/or public sale of municipal bonds.

WHEREAS, city staff, after phone consultations, review of qualifications, review of pricing, and reference checking, recommends Bakertilly Municipal Advisors, LLC, as the professional service provider for said services.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek City Council approves the Letter of Engagement submitted by The PFM Group, Financial & Investment Advisors, dated May 3, 2022, to provide bonding financial services.

BE IT FURTHER RESOLVED, that the City Council directs the Mayor to execute the letter on behalf of the city and for the city finance director to appropriate such costs to all impacted funds as appropriate.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 220509-8C1 RESOLUTION TO APPROVE SWARTZ CREEK AREA CHAMBER OF COMMERCE STREET FESTIVAL, GENERAL STREET & PROPERTY USE PERMITS

I Move the City of Swartz Creek approve and authorize the Swartz Creek Area Chamber of Commerce’s application for street closing and City property use permits for the following locations:

- 1. 5012 Holland Drive
- 2. Miller Road (Morrish to Hayes)
- 3. Holland between Miller and Ingalls
- 4. Park Land located to the North and Northwest of the intersection of Morrish and Ingalls

Street and City property use subject to the following stipulations:

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

Resolution No. 220509-8C2 SWARTZ CREEK CHAMBER, HOLLAND SQUARE USAGE PERMIT

I Move the Swartz Creek City Council approve and authorize the Swartz Creek Area Chamber of Commerce, Inc’s application for use of Holland Square from 4pm to 9pm on June 23, July 28, August 25, and September 22, under the following stipulations:

- 1. Insurance certificate naming the City as an additional insured party in the amount not less than \$1,000,000.00 (One Million Dollars).
- 2. General approval, and under the direction and control of the Office of the Chief of Police.
- 3. Adherence to the city’s event and public plaza usage procedures

Resolution No. 220509-8C3 SWARTZ CREEK CHAMBER, STREET USAGE PERMIT

I Move the Swartz Creek City Council approve and authorize the Swartz Creek Area Chamber of Commerce, Inc’s application for street closing / usage permit for from 4pm to 9pm on June 23, July 28, August 25, and September 22 for purposes of conducting a car show on Miller Road (Morrish to Hayes) and Holland Drive under the following stipulations:

- 1. Insurance certificate naming the City as an additional insured party in the amount not less than \$1,000,000.00 (One Million Dollars).

2. General approval, and under the direction and control of the Office of the Chief of Police.
3. Adherence to the city's street closure and usage procedures.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 220509-8D

**RESOLUTION TO APPROVE AN AGREEMENT WITH
GENESEE COUNTY FOR THE AWARD AND USE OF
400,000 IN COUNTY ARPA FUNDS**

Motion by Councilmember: _____

WHEREAS, the city is working to construct an extension of the Genesee Valley Trail through the city, from Dye Road to Elms Park; and

WHEREAS, the city has received funds from MDOT, the DNR, and its own general fund; and

WHEREAS, inflation has increased the cost of the project, resulting in a substantial increase to the local contribution; and

WHEREAS, Genesee County released a call for projects, with the intention of awarding County ARPA funds to qualifying and competitive projects in the region; and

WHEREAS, the County Board of Commissioners awarded the City of Swartz Creek \$400,000 towards the construction of the Genesee Valley Trail Extension; and

WHEREAS, the Genesee County Metropolitan Planning Commission is overseeing the ARPA awards and has prepared an agreement that sets terms and conditions for the use and reimbursement of said funds.

NOW, THEREFORE, BE IT RESOLVED, the City of Swartz Creek City Council approves the agreement between the City of Swartz Creek and Genesee County as included in the May 9, 2022 City Council Packet and authorizes and directs the City Manager to execute said agreement on behalf of the city.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 220509-8E

**RESOLUTION TO APPROVE A PURCHASE
AGREEMENT FOR THE SALE OF REAL PROPERTY
OWNED BY THE CITY**

Motion by Councilmember: _____

WHEREAS, the city owns a commercial building located at 8002 Miller Road, PID 58-35-576-049; and

WHEREAS, the city allowed the existing tenant to remain in the building and executed a new lease to set terms and conditions of occupancy; and

WHEREAS, after making necessary improvements to the structure, the city updated the lease for the first floor retail and upper floor residential, with the intention of enabling the tenant to purchase the property; and

WHEREAS, the tenant has not been able to pursue the purchase of the property and is selling the business; and

WHEREAS, the city has an offer to sell the property to coincide with the sale of the business operations; and

WHEREAS, the property was a tax reverted property and the city cannot retain funds from a sale that exceed funds invested in the property, an amount determined to be less than \$136,798, including estimated commissions and closing costs from a sale; and

WHEREAS, a buyer has made an offer to purchase the property for the price of \$141,000.

NOW, THEREFORE, BE IT RESOLVED, the City of Swartz Creek City Council authorizes the City Manager, in consultation with the city attorney, to complete and execute the purchase agreement as included in the May 9, 2022 city council packet, including a provision for the requisite public inspection period contingency.

BE IT FURTHER RESOLVED, the sale instrument shall be made available to the general public, for a period of not less than 30 days, in accordance with the City’s Land Sale Policy of April 28, 2014.

BE IT FURTHER RESOLVED, the purchase agreement shall be reviewed by the city council subsequent to the review period.

BE IT FURTHER RESOLVED, the City of Swartz Creek City Council designates, authorizes, and directs the Mayor to act as signatory and to execute any and all sale and transfer instruments required to transfer the property at closing.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 220509-11A ADJOURN

Motion by Councilmember: _____

I Move the Swartz Creek City Council adjourn the regular council meeting of May 9, 2022.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF A SPECIAL BUDGET WORKSHOP
DATE 04/25/2022**

A Special Budget Workshop called to order at 5:40 p.m. by Mayor Krueger in the Swartz Creek City Council Chambers, 8083 Civic Drive.

Councilmembers Present: Cramer, Florence, Hicks, Krueger, Pinkston, Gilbert, Henry.

Councilmembers Absent: None.

Staff Present: City Manager Adam Zettel, Clerk Connie Eskew, Treasurer Deanna Korth.

Others Present: None.

FISCAL YEAR 2023 BUDGET WORKSHOP

Adam Zettel, City Manager, reviewed the budget by fund number. He spoke briefly on the public safety milage and answered any questions councilmembers had.

Deanna Korth, Treasurer, expanded on activity with specific fund and answered questions that councilmembers had.

REMARKS BY COUNCILMEMBERS:

Mayor Krueger adjourned the meeting at 6:51 p.m.

David A. Krueger, Mayor

Connie Olger, City Clerk

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE REGULAR COUNCIL MEETING
DATE 04/25/2022**

The meeting was called to order at 7:00 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, Hicks, Krueger, Pinkston, Henry.

Councilmembers Absent: None.

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

Others Present: David Mayers, Dawn Weier, Brenda Huyck, Daniel Spaniola, Jason Dover, Jared Oginsky, M. McLanahan, Metro PD Chief Bade.

Others Virtually Attended: Lania Rocha, Erik Jamison

APPROVAL OF MINUTES

Resolution No. 220425-01

(Carried)

Motion by Councilmember Florence
Second by Councilmember Gilbert

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday April 11, 2022, to be circulated and placed on file.

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

CLOSED SESSION MINUTES – April 11, 2022

Resolution No. 220425-02

(Carried)

Motion by Councilmember Henry
Second by Councilmember Florence

I Move the Swartz Creek City Council approve the Minutes of the Closed Session Council Meeting held Monday, April 11, 2022, to be placed on file.

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

APPROVAL OF AGENDA

Resolution No. 220425-03 (Carried)

Motion by Councilmember Cramer
Second by Councilmember Florence

I Move the Swartz Creek City Council approve the Agenda as, printed for the Regular Council Meeting of April 25, 2022, to be circulated and placed on file.

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

CITY MANAGER’S REPORT

Resolution No. 220425-04 (Carried)

Motion by Mayor Pro Tem Hicks
Second by Councilmember Cramer

I Move the Swartz Creek City Council accept the City Manager’s Report of April 25, 2022, including reports and communications to be circulated and placed on file.

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

MEETING OPENED TO THE PUBLIC:

Dawn Weier introduced herself as a candidate for 67th District Court.

Mary McLanahan 5070 McLain, wanted an update on the speed study on Ingalls. The Mayor responded that the information was in the council packet at the last meeting. Councilmember Cramer happened to have a copy and gave it to her.

Dave Mayers, Swartz Creek Chamber President let everyone know he was attending tonight in case there were any questions regarding the car show resolution on the agenda.

COUNCIL BUSINESS:

*******Master Resolution*******

MASTER RESOLUTION TO APPROVE VARIOUS PERMITS RELATED TO THE 2022

HOMETOWN DAYS EVENTS

Resolution No. 220425-05

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Cramer

WHEREAS, Swartz Creek Hometown Days organization is a recognized charitable entity that operates in Swartz Creek; and

WHEREAS, Hometown Days is seeking permits and approvals to operate an annual festival on private and public grounds within the city, including a parade, carnival, petting zoo, fireworks display, ‘beer tent’, food/drink vendors, a car show, and numerous other activities; and

WHEREAS, the City Council finds the Hometown Days organization and the event to be beneficial to the public and in good standing; and

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

NOW, THEREFORE BE IT RESOLVED that the City of Swartz Creek hereby approves Resolutions/Motions 220425-5A1 through 220425-5A9, allowing for the various permits related to the annual Swartz Creek Hometown Days festival, to be held beginning Tuesday, May 31, 2022 and concluding on Monday, June 6, 2022, inclusive of all stipulations and conditions as specified and listed within, including the provision of valid insurance that lists the City of Swartz Creek as an additionally insured party for all events.

Discussion Ensued.

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

HOMETOWN DAYS, STREET CARNIVAL, GENERAL STREET & PROPERTY USE PERMITS

Resolution No. 220425-05A1

I Move the City of Swartz Creek approve and authorize the Swartz Creek Hometown Days Committees’ application for street closing and City property use permits for the following locations:

1. Morrish between Miller and Ingalls-Wade, Carnival.
2. Holland between Miller and Ingalls, Vendor – Carnival.
3. City Lot located at the southwest corner of Miller and Morrish, Carnival.
4. Ingalls at Holland and Park Land located to the North and Northwest of the intersection of Morrish and Ingalls, Carnival.
5. City owned property, 4438 South Morrish Road.
6. City owned property, 4505 Fortino.
7. City owned property, Fortino (Branoff)
8. City owned property, 5012 Holland Drive
9. Fire Hall out lot properties.
10. Use of DPW Yard and Generator (access subject to department).

Street and City property use, unless otherwise indicated, begins Tuesday, May 31, 2022 at 9:00 a.m. until Monday June 6, 2022 at 9:00 A.M., for the purpose of, and authorization to conduct a carnival, vendor/display areas, car show and or other similar events under the following stipulations:

1. Insurance certificate naming the City as insured in the amount not less than \$1,000,000.00 (One-Million Dollars)
2. Written permission from deed holders of any private properties to be used and appropriate insurance certificates naming such parties as additional insured: City of Swartz Creek 8083 Civic Drive; Atkinson Construction 12568 Lansing Hwy, Durand; William Kincaid & Kincaid Properties 5086 South Morrish; St. Mary’s Catholic Church 4413 Morrish Road; Pentecostal Church of God / The Oasis / Dan Rhanor / Family Worship Center 4484 Morrish & 4494 Morrish Road; Mark O’Brien 5099 South Morrish; Kallas Heating and Cooling 8077 Miller; Swartz Creek Schools 8354 Cappy (High School Middle School); Red’s Body Works 3175 S Elms Rd; SC Masonic Temple 7449 Miller Rd; Ashley Hotchkiss 8280 Crapo; Swartz Creek Area Fire Department; Rite – Aid 9090 Miller Road.
3. Sufficient number of portable bathrooms placed and located, and liter control program in accordance and under the approval of Director of Community Services.
4. Approval by the Chief of Police. Traffic control and pedestrian safety plan in accordance with and under the approval of office of Chief of Police.

HOMETOWN DAYS, STREET USAGE PERMIT, MOTOR AND PEDESTRIAN PARADE

Resolution No. 220425-05A2

I Move the Swartz Creek City Council approve and authorize the Swartz Creek Hometown Days Committees’ application for street closing / usage permit for Saturday, June 4, 2022 from 10:00 a.m. until 2:00 p.m. for purposes of conducting

a parade, streets to be used include the high school performing arts center entrance, Miller Rd, under the following stipulations:

1. Insurance certificate naming the City as an additional insured party in the amount not less than \$1,000,000.00 (One Million Dollars).
2. No candy or other objects be thrown or handed from, to or at any vehicle, trailer, float, or similar, and further, that the Hometown Days Committee establish and maintain a list of all participants and/or entries in the parade that identifies a contact person, such contact to be informed by the Hometown Days Committee of the stipulation and motor vehicle code enforcement actions for violations thereof.
3. General approval, and under the direction and control of the Office of the Chief of Police.

HOMETOWN DAYS PERMIT, AERIAL FIREWORKS DISPLAY

Resolution No. 220425-05A3

I Move the Swartz Creek City Council approve and authorize the Swartz Creek Hometown Days Committee's application for one fireworks aerial display to be held on Friday, June 3, 2022, at or shortly after dusk, with a cancellation date of Saturday, June 4, 2022, at or shortly after dusk, to be launched from properties directly west of the Swartz Creek Middle School Building, said properties owned by the Swartz Creek School District and Mr. Ashley, under the following stipulations and conditions:

1. Insurance certificate naming the City as insured in an amount to be determined adequate by the City Manager.
2. Written permission from the aforementioned parcel owners along with acceptable insurance certificates naming said parcel owners as additional insured parties, in an amount to be determined adequate by the City Manager.
3. Traffic Control Plan and administration by the Offices of Chief of Police and Director of Community Services.
4. Detailed Plan submitted to and approved by the Fire Chief.
5. All decisions concerning the event and cancellation thereof, if needed, under the direction and control of the Fire Chief.

HOMETOWN DAYS PERMIT, OPERATE ENTERTAINMENT TENT

Resolution No. 220425-05A4

I Move the Swartz Creek City Council approve and authorize the Swartz Creek Hometown Days Committee application to operate an entertainment tent with the sale of beer and wine for consumption on the premises, along with live entertainment, to be held on Parcel No. 58-02-200-014, owned by William Kincaid

and located 5086 Morrish Road, south of Wade Street, beginning Thursday, June 2, 2022 12:00 PM through Sunday, June 5, 2022, 9:30 PM, under the following stipulations:

1. Michigan Liquor Control Commission Approved Application with appropriate insurance in accordance with the rules of the L.C.C. and naming the City and all other property owners as additional insured parties, in an amount not less than \$1,000,000 (One Million Dollars).
2. Portable bathrooms appropriately located and litter control program in accordance and under the approval of Director of Community Services.
3. Traffic control and pedestrian safety plan in accordance with and under the approval of Office of Chief of Police.
4. Adherence to all L.C.C. stipulations and regulations, state and local laws.
5. No music after 11:00 p.m. Thursday, June 2, 2022 and after 1:30 a.m. on Friday, June 3, 2022 (Saturday Morning), and Saturday, June 4, 2022(Sunday Morning), and Sunday, June 5, 2022, 9:30 PM.
6. Adequate security as approved by the Chief of Police.
7. Adherence to and under the direction and control of the Office of the Chief of Police.

HOMETOWN DAYS PERMIT, CEREMONIAL DISCHARGE OF A FIREARM

Resolution No. 220425-05A5

I Move the Swartz Creek City Council, pursuant to section 10-212(3) of the Code of Ordinances, approve and authorize the Swartz Creek Hometown Days Committee to discharge weapons as a part of a military concert and ceremonial military honor guard, to be held at the Swartz Creek High School's outdoor football stadium, on Friday, June 3, 2022, at approximately 9:00 p.m., in conjunction with a concert and aerial fireworks display, with a backup rain date of Saturday, June 4, 2022 at approximately 9:00 p.m. under the following stipulations and conditions:

1. Insurance certificate naming the City as an additional insured party in an amount not less than \$1,000,000.00 (One Million Dollars).
2. The party(ies) discharging the weapon(s) must be a practicing military honor guard trained and capable in the handling of firearms.

HOMETOWN DAYS PERMIT, CEREMONIAL DISCHARGE OF A FIREARM

Resolution No. 220425-05A6

I Move the Swartz Creek City Council, pursuant to section 10-212(3) of the Code of Ordinances, approve and authorize the Swartz Creek Hometown Days Committee to discharge weapons in conjunction with a Parade and as a

ceremonial military honor guard, to be held along Miller Road on Saturday, June 4, 2022, at approximately 10:00 A.M., under the following stipulations and conditions:

1. Insurance certificate naming the City as an additional insured party in an amount not less than \$1,000,000.00 (One Million Dollars).
2. The party(ies) discharging the weapon(s) must be a practicing military honor guard trained and capable in the handling of firearms.

WAIVER OF INSPECTION FEE, HOMETOWN DAYS COMMITTEE

Resolution No. 220425-05A7

I Move the City of Swartz Creek waive the permit fees for the temporary structure (trailer) and electrical permit inspection fees for the Swartz Creek Hometown Days Committee.

TRAFFIC CONTROL APPROPRIATION

Resolution No. 220425-05A8

I Move the City of Swartz Creek provide traffic control devices to ensure the safety of the public during the duration of the Swartz Creek Hometown Days event and hereby direct the Director of Public Works to order or supply barricades sufficient to do so at a cost not to exceed \$1,750, appropriated to the community promotions department of the general fund.

RESOLUTION TO APPROVE THE POSSESSION OF ANIMALS OTHERWISE PROHIBITED BY ORDINANCE

Resolution No. 220425-05A9

WHEREAS, the festival activities include various animal events and attractions that include animals that are prohibited without approval as outlined in Ordinance Section 3-1.; and

WHEREAS, the Hometown Days Chairperson requested the city council to affirm approval of certain animal events and activities as outlined in a letter dated March 26th, 2022; and

WHEREAS, the City Council finds these activities to be in line with prior events and approvals as part of the routine functions of the festival.

NOW, THEREFORE, BE IT RESOLVED the Swartz Creek City Council hereby authorizes the Mulow exotic reptile show, Whispering Pines Mobile Farm/Petting Zoo, the Agricultural tent, and related features and animals to operate and be

present within the city and for such operation to hereby be incorporated into the festival permit for Hometown Days.

RESOLUTION TO APPROVE A MONTHLY FOOD TRUCK EVENT AND CRAFT SHOW IN DOWNTOWN

Resolution No. 220425-06 (Carried)

Motion by Councilmember Pinkston
Second by Councilmember Cramer

WHEREAS, Jeepers Creekers, Inc. is a recognized charitable entity that is in good standing and that operates in Swartz Creek; and

WHEREAS, said organization proposes to organize and host a monthly vendor market within Holland Square and on Holland Drive, including food trucks, and they therefore seek a permit to use the city streets and the plaza from 5:00 p.m. to 9:00 p.m. on the following Saturdays of May 21st, June 18th, July 16th, August 20th, and September 17th; and

WHEREAS, the City Council finds the organization and the event to be beneficial to the public and in good standing.

NOW, THEREFORE BE IT RESOLVED that the City of Swartz Creek hereby approves the application for a street usage permit to conduct a craft market and food truck event on the Saturdays of May 21st, June 18th, July 16th, August 20th, and September 17th, from 5:00 p.m. to 9:00 p.m., applicant: the Jeepers Creekers, Inc., in accordance with the application submitted, under the direction and control of the Chief of Police and contingent upon the provision of valid insurance listing the City of Swartz Creek as an additionally insured party.

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

RESOLUTION TO ESTABLISH A DATE FOR THE PUBLIC HEARING REGARDING THE 2022-2023 FY BUDGET

Resolution No. 220425-07 (Carried)

Motion by Councilmember Florence
Second by Councilmember Henry

WHEREAS, the City of Swartz Creek observes a fiscal year, beginning on July 1 of each year; and,

WHEREAS, the City Charter requires a public hearing on the proposed budget and encourages adoption prior to the third Monday in May; and,

WHEREAS, city staff have prepared budget revenues and expenses in draft form in the timeliest manner practical based upon determinations available for taxable value.

NOW, THEREFORE BE IT RESOLVED the City of Swartz Creek hereby sets a Public Hearing, to be held on Monday May 23, 2022 at 7:00 PM, at the regularly scheduled City Council Meeting, or as soon thereafter as this matter can be heard, to hear public comments and needs regarding the Proposed 2022-2023 Fiscal Year Budget, and further, post a notice of the public hearing in the View News, with a copy of the proposed budget to be available in the Clerk's Office beginning April 26, 2022.

Discussion Ensued.

YES: Cramer, Florence, Gilbert, Hicks, Krueger, Pinkston, Henry.

NO: None. Motion Declared Carried.

RESOLUTION TO APPROVE VARIOUS POLICIES TO SUPPLEMENT THE ADMINISTRATIVE SERVICE OF THE CITY AND DDA, INCLUDING AN MDOT LOGO SIGN POLICY, SPECIAL EVENT POLICY, PARADE POLICY, AND FOOD TRUCK POLICY

Resolution No. 220425-08

(Carried)

Motion by Councilmember Henry
Second by Councilmember Cramer

WHEREAS, the City and its component unit, the Downtown Development Authority, are the recipients of more and more requests to support economic development and to host special events, parades, and food trucks on public property; and

WHEREAS, the City Council and City Manager's Office maintain and oversee various policies to guide such activities; and

WHEREAS, the City desires to update and add to these policies to supplement the administrative service, as recommended by the City Manager's Office per Section 7.2(C)9 of the City Charter; and

WHEREAS, the DDA has been reviewing such policies and recommended approval at their regular meeting of April 14, 2022.

NOW, THEREFORE, BE IT RESOLVED, that the City of Swartz Creek approves the MDOT Logo Sign Policy of the DDA, the special event policy, the parade policy, and the food truck policy as included in the City Council Packet of April 25, 2022.

BE IT FURTHER RESOLVED that the City of Swartz Creek authorize the City Manager to augment or amend these polices to accommodate special or unforeseen circumstances that impact the public health, safety, and welfare of the city.

Discussion Ensued.

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

RESOLUTION TO APPROVE COMMISSION APPOINTMENTS

Resolution No. 220425-09 (Carried)

Motion by Councilmember Cramer
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 exist vacancies for such positions; and

WHEREAS, said appointments are Mayoral appointments 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:

#220425-9E1 **MAYOR APPOINTMENT:** **Todd Beedy**
DDA Boardmember, Non-DDA Property Interest
Four year term, expiring March 31, 2026

#220425-9E2 **MAYOR APPOINTMENT:** **Jason Keene**
DDA Boardmember, DDA Property Interest
Four year term, expiring March 31, 2026

#220425-9E3 **MAYOR APPOINTMENT:** **Sandi Brill**
Park Board, City Resident
Three year term, expiring December 31, 2024

Discussion Ensued.

YES: Hicks, Krueger, Pinkston, Henry, Cramer, Florence .

NO: Gilbert. Motion Declared Carried.

RESOLUTION TO APPROVE AN AGREEMENT WITH ATLAS NORTH TO ENABLE ENFORCEMENT OF CERTAIN POLICE ORDINANCES ON PRIVATE PROPERTY AND TO ASSIGN ENFORCEMENT RESPONSIBILITIES TO THE METRO POLICE AUTHORITY OF GENESEE COUNTY

Resolution No. 220425-10

(Carried)

Motion by Mayor Pro Tem Hicks
Second by Councilmember Florence

WHEREAS, the City is empowered to provide police protection services throughout the City; and

WHEREAS, the City is a party to the Interlocal Agreement Establishing the Metro Police Authority of Genesee County (“the Authority”) whereby it provides police protection services by and through the Authority; and

WHEREAS, the City desires to enter into the Agreement for Police Services that is attached hereto (“the Agreement”) with the Atlas North, that will enable enforcement of the Uniform Traffic Code and other ordinances within the residential housing complex known as Atlas North; and

WHEREAS, the City wishes to assign to the Authority, and the Authority agrees to accept, the rights and responsibilities specified in the Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the City of Swartz Creek approves the Agreement for Police Services, with the Atlas North, as included in the April 25, 2022 city council packet, and directs the Mayor to execute said agreement on behalf of the city.

BE IT FURTHER RESOLVED that the City of Swartz Creek assign or transfer to the Metro Police Authority of Genesee County all of its rights and responsibilities of the Agreement attached hereto.

Discussion Ensued.

YES: Hicks, Krueger, Pinkston, Henry, Cramer, Florence, Gilbert.

NO: None. Motion Declared Carried.

RESOLUTION TO ASSESS DELINQUENT CHARGES TO THE ASSESSMENT ROLL

Resolution No. 220425-11

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Cramer

WHEREAS, the city, by virtue of enforcing certain ordinances and charter provisions, incurs expenses related to the improvement, maintenance, and/or replacement of private and public property; and

WHEREAS, the city also provides utility services, of which some recipients of said services have outstanding and overdue balances related to the same; and

WHEREAS, the city's ordinances related to the provision of water and sewer services, as well as those pertaining to the maintenance of sidewalks, noxious weeds, and fire cost recovery provide for the collection of expenses and related fees; and

WHEREAS, such outstanding expenses, service charges, and fees are able to be assessed to real property per Chapter 10 of the City Charter.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek directs the Treasurer to prepare an audit of all outstanding debts owed to the City for delinquent sidewalk snow removal, utility services and fire cost recovery, and further, to cause such debts to be assessed against the property owner of record, in accordance with City Ordinance and State Statute, said debts to be placed against the summer 2022 tax collection roll.

Discussion Ensued.

YES: Krueger, Pinkston, Henry, Cramer, Florence, Gilbert, Hicks .

NO: None. Motion Declared Carried.

SWARTZ CREEK AREA CHAMBER OF COMMERCE, STREET FESTIVAL, GENERAL STREET & PROPERTY USE PERMITS

Resolution No. 220425-12

(Denied)

I Move the City of Swartz Creek approve and authorize the Swartz Creek Area Chamber of Commerce's application for street closing and City property use permits for the following locations:

1. 5012 Holland Drive
2. Miller Road (Morrish to Hayes)
3. Holland between Miller and Ingalls
4. Park Land located to the North and Northwest of the intersection of Morrish and Ingalls

Street and City property use subject to the following stipulations:

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

YES: Henry, Florence, Krueger.

NO: Pinkston, Cramer, Gilbert, Hicks. Motion Declared Denied.

SWARTZ CREEK CHAMBER, HOLLAND SQUARE USAGE PERMIT

Resolution No. 220425-12A1

I Move the Swartz Creek City Council approve and authorize the Swartz Creek Area Chamber of Commerce, Inc's application for use of Holland Square from 5pm to 9pm on May 26, June 23, July 28, August 25, and September 22, under the following stipulations:

1. Insurance certificate naming the City as an additional insured party in the amount not less than \$1,000,000.00 (One Million Dollars).
2. General approval, and under the direction and control of the Office of the Chief of Police.
3. Adherence to the city's event and public plaza usage procedures

SWARTZ CREEK CHAMBER, STREET USAGE PERMIT

Resolution No. 220425-12A2

I Move the Swartz Creek City Council approve and authorize the Swartz Creek Area Chamber of Commerce, Inc's application for street closing / usage permit for from 5pm to 9pm on May 26, June 23, July 28, August 25, and September 22 for purposes of conducting a car show on Miller Road (Morrish to Hayes) and Holland Drive under the following stipulations:

1. Insurance certificate naming the City as an additional insured party in the amount not less than \$1,000,000.00 (One Million Dollars).
2. General approval, and under the direction and control of the Office of the Chief of Police.
3. Adherence to the city's street closure and usage procedures.

SWARTZ CREEK AREA CHAMBER OF COMMERCE, STREET FESTIVAL, GENERAL STREET & PROPERTY USE PERMITS

Resolution No. 220425-13

(Amend)

Motion by Mayor Pro Tem Hicks
Second by Councilmember Cramer

I Move to amend the Swartz Creek Area Chamber of Commerce, General Street & Property permit to omit the May 26 date.

YES: Henry, Cramer, Florence, Hicks.

NO: Gilbert, Krueger, Pinkston. Motion Declared Carried.

RESOLUTION TO ENTER CLOSED SESSION TO CONSIDER REAL ESTATE (ROLL CALL VOTE)

Resolution No. 220425-14

(Carried)

Motion by Mayor Pro Tem Hicks
Second by Councilmember Cramer

WHEREAS, the City of Swartz Creek City Council and City Attorney desire to consider options related to the sale or lease of real property, as well as a potential settlement for a Michigan Tax Tribunal filing, and;

WHEREAS, the MCL 15.268(d & e) permits a governing body to enter a closed session to consult with the city attorney regarding the lease of real property and to consult with the attorney regarding a settlement strategy.

NOW THEREFORE, BE IT RESOLVED the City of Swartz Creek City Council exit the regular session of the city council and enter into a closed session for the purpose of discussion with the city attorney.

YES: Cramer, Florence, Gilbert, Hicks, Krueger, Pinkston, Henry.

NO: None. Motion Declared Carried.

ENTER INTO REGULAR SESSION

Motion No. 220425-15

(Carried)

Motion by Councilmember Cramer
Second by Mayor Pro Tem Hicks

I Move the Swartz Creek City Council enter back into regular council meeting session.

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

MEIJER TAX APPEAL

Motion No. 220425-16

(Carried)

Motion by Councilmember Henry
Second by Councilmember Florence

I Move that we authorize the city attorney to proceed with the settlement in the Meijer tax appeal as discussed in closed session.

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

MEETING OPENED TO THE PUBLIC:

Jared Oginsky would like clarification about what happened with the resolution on the car show event. The mayor responded that the resolution was denied. Councilmember Pinkston feels it needs to be presented better. Mayor Pro Tem Hicks would like more organization with the event. Councilmembers requested they come back with more organized paperwork with the deletion of the May date.

REMARKS BY COUNCILMEMBERS:

Councilmember Gilbert everyone have a good night and think spring.

Councilmember Cramer would like to thank the staff for all the hard work they did on the budget. He also wanted to invite everyone to the Swartz Creek Area Food Basket fundraiser May 8th, 5-8 p.m.

Mayor Pro Tem Hicks commented the Women's Club will be making a donation to the pavilion.

Councilmember Henry encouraged everyone to go to Knights of Columbus Euchre night.

Mayor reminded everyone that Monday, May 2, 2022, is the 40th Anniversary Concert of the Winds Symphony Concert 7:30 p.m.

ADJOURN

Motion No. 220425-17

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Henry

I Move the Swartz Creek City Council adjourn the regular council meeting of April 25, 2022 at 8:39 p.m.

Unanimous Voice Vote.

David A. Krueger, Mayor

Connie Olger, City Clerk

CHECK REGISTER FOR CITY OF SWARTZ CREEK
CHECK DATE FROM 04/01/2022 - 04/30/2022

Highlighted amount is total for that vendor

Check Date	Check	Vendor Name	Description	Amount
Bank GEN CONSOLIDATED ACCOUNT				
04/07/2022	50559	ACE-SAGINAW PAVING COMPANY	COLD PATCH	648.00
04/07/2022	50560	BIO-SERV CORPORATION	PEST CONTROL - PUBLIC SAFETY BLDG	59.00
04/07/2022	50561	CITY OF SWARTZ CREEK	UB 5363 WINSHALL 12/20/21-3/20/22	283.19
			UB 5121 MORRISH 12/20/21-3/20/22	189.51
			UB 8059 FORTINO 12/20/21-3/20/22	57.45
			UB 8083 CIVIC DR 12/20/21-3/20/22	448.21
			UB 8100 CIVIC DR 12/20/21-3/20/22	1,483.65
			UB 8095 CIVIC DR 12/20/21-3/20/22	202.88
			UB 4125 ELMS RD 12/20/21-3/20/22	283.19
				2,948.08
04/07/2022	50562	COMCAST BUSINESS	MONTHLY INVOICE 3/29-4/28/22	181.61
04/07/2022	50563	CONNIE OLGER	BANK MILEAGE CONNIE OLGER MARCH 2022	4.56
04/07/2022	50564	CONSUMERS ENERGY	8301 CAPPY LN 3/2-3/30/22	433.20
04/07/2022	50565	CONSUMERS ENERGY	8100 CIVIC DR 3/2-3/30/22	1,350.22
04/07/2022	50566	CONSUMERS ENERGY	5015 HOLLAND DR LOT LIGHTS 3/1-3/29/22	38.71
04/07/2022	50567	CONSUMERS ENERGY	4510 MORRISH RD 3/1-3/29/22	40.49
04/07/2022	50568	CONSUMERS ENERGY	8059 FORTINO DR 3/1-3/29/22	33.45
04/07/2022	50569	CONSUMERS ENERGY	8499 MILLER RD 3/1-3/29/22	31.49
04/07/2022	50570	CONSUMERS ENERGY	8083 CIVIC DR 3/1-3/29/22	706.42
04/07/2022	50571	CONSUMERS ENERGY	5257 WINSHALL DR 3/1-3/29/22	30.79
04/07/2022	50572	CONSUMERS ENERGY	5361 WINSHALL DR 8369 3/1-3/29/22	31.76
04/07/2022	50573	CONSUMERS ENERGY	9099 MILLER RD 3/1-3/29/22	33.59
04/07/2022	50574	CONSUMERS ENERGY	5361 WINSHALL DR #2 RESTRMS 9987 3/1-3/2	34.74
04/07/2022	50575	CONSUMERS ENERGY	8095 CIVIC DR 3/1-3/29/22	684.04
04/07/2022	50576	CONSUMERS ENERGY	5121 MORRISH RD 3/1-3/29/22	693.37
04/07/2022	50577	CONSUMERS ENERGY	8011 MILLER RD 3/1-3/29/22	29.24
04/07/2022	50578	DANIEL L RHANOR	WIRE BARN AT DPW	1,233.00
04/07/2022	50579	DEANNA KORTH	BANK MILEAGE DEANNA KORTH MARCH 2022	9.13
04/07/2022	50580	DISPLAY SALES COMPANY	BANNERS (14)/SETUP	1,079.00
04/07/2022	50581	DLZ MICHIGAN INC	PROFESSIONAL SERVICES FOR MS4 COMPLIANCE	1,203.50
04/07/2022	50582	ENERGY REDUCTION COALITION	EXCESS BENEFIT PAYMENT	1,126.55
04/07/2022	50583	FAMILY FARM AND HOME INC	MARCH 2022 INVOICES	161.84
04/07/2022	50584	GILL ROYS HARDWARE	MARCH 2022 INVOICES LESS DISCOUNT	160.81
04/07/2022	50585	JAMS MEDIA LLC	BOR/ORD 364/PLAYGROUND MULCH/USDA WATERM	683.60
04/07/2022	50586	JERRY'S MANUFACTURED HOME REMOVAL	PERMIT OVERPAYMENT 58-35-776-135 REFUND	475.00
04/07/2022	50587	JODY KEY	BANK MILEAGE JODY KEY MARCH 2022	22.82
04/07/2022	50588	KORENE KELLY	SUPP INS REIMB JAN-MARCH 2022	540.00
04/07/2022	50589	MACQUEEN EQUIPMENT LLC	WHIR 54" EXTENSION BROOM/GUTTER BROOM 4	394.00
04/07/2022	50590	MICHIGAN LUMBER CO	LUMBER	213.45
04/07/2022	50591	MOLLY MAID OF METAMORA LLC	CLEANING CITY HALL 4/1/22	498.00
04/07/2022	50592	PRINTING SYSTEMS	DUAL AV APP POSTCARDS	383.59
			AV BALLOT OUTER ENVELOPE QTY 3000	494.03
			AV BALLOT RETURN ENVELOPE QTY 3000	457.54
				1,335.16
04/07/2022	50593	RODNEY COLE	BRAKES 2008 CHEV SILVERADO 2500 3-08	759.40
04/07/2022	50594	SELF SERVE LUMBER CO.	SHINGLES	64.80
			SHINGLES/ROOFING	25.88
				90.68
04/07/2022	50595	SUBURBAN AUTO SUPPLY	OIL FILTER/10W30 SYN (2)	17.97
			AIR FILTER	19.29
			OIL FILTER/OIL (3) 2020 FORD F350 PU	112.76
			CERAMIC PADS (2)	87.98
			EXTERIOR DOOR HANDLE 2008 CHEVY SILVERAD	41.99

R GUIDE PIN (2) 2008 CHEV SILVERADO 2500	20.38
BLEEDER SCREW	2.79

303.16

04/11/2022	50596	CONSUMERS ENERGY	ELMS PARKING LOT AREA LIGHTS 2300 3/1-3/	29.53
04/11/2022	50597	CONSUMERS ENERGY	4125 ELMS RD 4353 3/3-3/31/22	32.90
04/11/2022	50598	CONSUMERS ENERGY	4125 ELMS RD PAVILION 4437 3/3-3/31/22	35.44
04/11/2022	50599	CONSUMERS ENERGY	SIRENS TRAFFIC LIGHTS 1997 3/1-3/22/22	29.74
04/11/2022	50600	CONSUMERS ENERGY	STREET LIGHTS 1294 3/1-3/31/22	4,561.76
04/11/2022	50601	CONSUMERS ENERGY	4524 MORRISH RD 3/1-3/31/22	43.43
04/11/2022	50602	CONSUMERS ENERGY	TRAFFIC LIGHTS 1781 3/1-3/31/22	451.93
04/11/2022	50603	CONSUMERS ENERGY	6425 MILLER PARK & RIDE 3/3-3/31/22	78.21
04/11/2022	50604	CONSUMERS ENERGY	48473 LED LIGHT RD WORCHESTER/CHESTERFIE	3,315.26
04/11/2022	50605	U. S. POST OFFICE	POSTAGE FOR APRIL 2022 NEWSLETTER	704.79
04/21/2022	50606	ACE-SAGINAW PAVING COMPANY	COLD PATCH	831.60
04/21/2022	50607	ADS PLUS PRINTING LLC	APRIL 2022 NEWSLETTERS QTY 2250	1,311.89
04/21/2022	50608	BIO-SERV CORPORATION	PEST CONTROL - CITY HALL/LIBRARY-SR CTR	114.00
04/21/2022	50609	BLUE CROSS BLUE SHIELD OF MICHIGAN	RETIREE HEALTHCARE CLOLINGER MAY 2022	1,835.88
04/21/2022	50610	BS & A SOFTWARE	SUPPORT 5/1/22-5/1/23 TS EMP PRTL/GL AP	6,398.00
04/21/2022	50611	DELTA DENTAL PLAN	RETIREE DENTAL MAY 2022 (5)	365.96
04/21/2022	50612	ELECTIONSOURCE	ROLLING BAG (4)/TEST BALLOT BAG (4)	879.40
04/21/2022	50613	FIDELITY NATIONAL TITLE COMPANY LLC	UB REFUND 5348 WINSHALL ESCROW 1772166 S	1.82
04/21/2022	50614	FLINT WELDING SUPPLY	CYLINDER COMPRESSED OXYGEN	6.25
04/21/2022	50615	GEN CTY ROAD COMMISSION	S-MTCE & OPERATIONS MARCH 2022	379.37
04/21/2022	50616	GENESEEE CTY DRAIN COMMISSIONER	SEWER 1/1-3/31/22 5,287,448 CF	184,282.14
04/21/2022	50617	GFL ENVIRONMENTAL USA INC	FY22 GARBAGE/RECYCLING/YARD WASTE MARCH	24,843.00
04/21/2022	50618	GRANITE INLINER LLC	2021-2022 SEWER LINING PROJECTS	15,430.05

04/21/2022	50619	INTEGRITY BUSINESS SOLUTIONS	56 GALLON TRASH BAGS/HOMETOWN DAYS	433.26
			ROLL KITCHEN TOWELS (4)/BATH TISSUE (4)	379.88
				813.14

04/21/2022	50620	KCI	UB BILLS APRIL 2022/POSTAGE BALANCE	416.46
04/21/2022	50621	LEGACY ASSESSING SERVICES INC	ASSESSING SERVICES APRIL 2022	2,536.66
04/21/2022	50622	MICHIGAN PIPE AND VALVE	ANGLE METER VALVE (9)/MARKING FLAGS BLUE	534.00
04/21/2022	50623	PARAGON LABORATORIES INC	WATER SAMPLES WO SWARTZ CREEK	722.00
04/21/2022	50624	SIMEN FIGURA & PARKER PLC	MONTHLY INVOICE MARCH 2022	3,312.56

04/21/2022	50625	SUBURBAN AUTO SUPPLY	OIL FILTER/AIR FILTER FOR SWEEPER	101.98
			3 AMP ATC FUSE FOR SR CENTER FURNACE	2.99
			FUEL LINE HOSE	3.18
			RUST FIX FOR SWEEPER	13.99
			AIR FILTER FOR SWEEPER	88.99
			15W40 5 GAL/OIL FILTER FOR SWEEPER	117.98
			3/4" OIL HOSE/ENGINE BRITE	21.17
			ENGINE BRITE (2)	12.58
			3/4" HOSE ELBOW	4.99
			OIL FILTER (2)/5W30 QT OIL (12)	67.86
				435.71

04/21/2022	50626	SUPER FLITE OIL CO INC	DPW FUEL MARCH 2022	1,306.70
04/21/2022	50627	SWARTZ CREEK AREA FIRE DEPT.	FIRE & EMS SERVICES MARCH 2022	2,267.30
04/21/2022	50628	UNUM LIFE INSURANCE	RETIREE LIFE MAY 2022 (4)	44.25
04/21/2022	50629	VERIZON WIRELESS	MONTHLY INVOICE 3/2-4/1/22	535.31
04/21/2022	50630	WALDORF AND SONS INC	CLEANED SANITARY SEWER 5348 WORCHESTER	750.00
04/26/2022	50631	COMCAST BUSINESS	CITY HALL MONTHLY INVOICE 4/26-5/25/22	242.63
04/26/2022	50632	UNUM LIFE INSURANCE	RETIREE LIFE APRIL 2022 (4)	44.25

GEN TOTALS:	
Total of 74 Checks:	278,225.18
Less 0 Void Checks:	0.00
Total of 74 Disbursements:	278,225.18

Equipment ID	Description	GL Number	Activity Code	Date	Hours	Rate	Approx Cost
Employee ID	Name						
Pickup 4WD	1-20, 7-15,3-08, 2-08, 10-1						
4100000001	Gardner, Rodney E	591-542.000-941.000		04/13/2022	2.00	12.34	24.68
4100000001	Gardner, Rodney E	101-783.000-941.000		04/14/2022	2.00	12.34	24.68
4100000001	Gardner, Rodney E	202-463.000-941.000		04/14/2022	2.00	12.34	24.68
4100000001	Gardner, Rodney E	591-540.000-941.000		04/18/2022	8.00	12.34	98.72
4100000001	Gardner, Rodney E	591-540.000-941.000		04/19/2022	4.00	12.34	49.36
4100000001	Gardner, Rodney E	591-540.000-941.000		04/20/2022	8.00	12.34	98.72
4100000004	Wright, David L	101-780.500-941.000		03/28/2022	1.00	12.34	12.34
4100000004	Wright, David L	202-463.000-941.000		03/28/2022	3.00	12.34	37.02
4100000004	Wright, David L	226-782.000-941.000		03/28/2022	1.00	12.34	12.34
4100000004	Wright, David L	226-783.000-941.000		03/28/2022	1.00	12.34	12.34
4100000004	Wright, David L	591-540.000-941.000		03/29/2022	4.00	12.34	49.36
4100000004	Wright, David L	101-780.500-941.000		03/31/2022	1.00	12.34	12.34
4100000004	Wright, David L	203-463.000-941.000		03/31/2022	3.00	12.34	37.02
4100000004	Wright, David L	101-782.000-941.000		04/04/2022	2.00	12.34	24.68
4100000004	Wright, David L	101-790.000-941.000		04/04/2022	3.00	12.34	37.02
4100000004	Wright, David L	101-780.000-941.000		04/05/2022	1.00	12.34	12.34
4100000004	Wright, David L	101-782.000-941.000		04/05/2022	3.00	12.34	37.02
4100000004	Wright, David L	101-783.000-941.000		04/05/2022	1.00	12.34	12.34
4100000004	Wright, David L	101-790.000-941.000		04/05/2022	3.00	12.34	37.02
4100000004	Wright, David L	101-345.000-941.000		04/06/2022	2.00	12.34	24.68
4100000004	Wright, David L	101-783.000-941.000		04/06/2022	1.00	12.34	12.34
4100000004	Wright, David L	226-782.000-941.000		04/06/2022	1.00	12.34	12.34
4100000004	Wright, David L	226-783.000-941.000		04/06/2022	1.00	12.34	12.34
4100000004	Wright, David L	590-536.000-941.000		04/06/2022	3.00	12.34	37.02
4100000004	Wright, David L	101-345.000-941.000		04/07/2022	2.00	12.34	24.68
4100000004	Wright, David L	203-463.000-941.000		04/07/2022	6.00	12.34	74.04
4100000004	Wright, David L	101-345.000-941.000		04/08/2022	2.00	12.34	24.68
4100000004	Wright, David L	202-463.000-941.000		04/08/2022	2.00	12.34	24.68
4100000004	Wright, David L	203-463.000-941.000		04/08/2022	2.00	12.34	24.68
4100000004	Wright, David L	590-536.000-941.000		04/08/2022	2.00	12.34	24.68
4100000004	Wright, David L	226-782.000-941.000		04/11/2022	1.00	12.34	12.34
4100000004	Wright, David L	226-783.000-941.000		04/11/2022	1.00	12.34	12.34
4100000004	Wright, David L	591-540.000-941.000		04/11/2022	4.00	12.34	49.36
4100000004	Wright, David L	591-540.000-941.000		04/12/2022	3.00	12.34	37.02
4100000004	Wright, David L	203-463.000-941.000		04/13/2022	2.00	12.34	24.68
4100000004	Wright, David L	591-540.000-941.000		04/13/2022	6.00	12.34	74.04
4100000004	Wright, David L	202-463.000-941.000		04/14/2022	2.00	12.34	24.68
4100000004	Wright, David L	590-536.000-941.000		04/14/2022	2.00	12.34	24.68
4100000004	Wright, David L	591-540.000-941.000		04/14/2022	4.00	12.34	49.36
4100000004	Wright, David L	591-540.000-941.000		04/16/2022	2.00	12.34	24.68
4100000004	Wright, David L	101-780.500-941.000		04/18/2022	1.00	12.34	12.34
4100000004	Wright, David L	202-463.000-941.000		04/18/2022	2.00	12.34	24.68
4100000004	Wright, David L	226-782.000-941.000		04/18/2022	1.00	12.34	12.34

Equipment ID	Description						Approx
Employee ID	Name	GL Number	Activity Code	Date	Hours	Rate	Cost
4100000004	Wright, David L	226-783.000-941.000		04/18/2022	1.00	12.34	12.34
4100000004	Wright, David L	202-463.000-941.000		04/19/2022	2.00	12.34	24.68
4100000004	Wright, David L	203-463.000-941.000		04/19/2022	2.00	12.34	24.68
4100000004	Wright, David L	202-463.000-941.000		04/20/2022	2.00	12.34	24.68
4100000004	Wright, David L	203-463.000-941.000		04/20/2022	4.00	12.34	49.36
4100000004	Wright, David L	226-782.000-941.000		04/20/2022	1.00	12.34	12.34
4100000004	Wright, David L	226-783.000-941.000		04/20/2022	1.00	12.34	12.34
4100000004	Wright, David L	202-463.000-941.000		04/21/2022	1.00	12.34	12.34
4100000004	Wright, David L	202-474.000-941.000		04/21/2022	2.00	12.34	24.68
4100000004	Wright, David L	203-463.000-941.000		04/21/2022	3.00	12.34	37.02
4100000004	Wright, David L	101-345.000-941.000		04/22/2022	1.00	12.34	12.34
4100000004	Wright, David L	202-463.000-941.000		04/22/2022	3.00	12.34	37.02
4100000004	Wright, David L	203-463.000-941.000		04/22/2022	1.00	12.34	12.34
4100000004	Wright, David L	590-537.000-941.000		04/22/2022	1.00	12.34	12.34
4100000005	Sandford, Jay E	591-540.000-941.000		03/28/2022	8.00	12.34	98.72
4100000005	Sandford, Jay E	591-540.000-941.000		03/30/2022	8.00	12.34	98.72
4100000005	Sandford, Jay E	101-794.000-941.000		03/31/2022	4.00	12.34	49.36
4100000005	Sandford, Jay E	202-463.000-941.000		03/31/2022	4.00	12.34	49.36
4100000005	Sandford, Jay E	101-782.000-941.000		04/01/2022	2.00	12.34	24.68
4100000005	Sandford, Jay E	590-536.000-941.000		04/01/2022	3.00	12.34	37.02
4100000005	Sandford, Jay E	591-540.000-941.000		04/01/2022	3.00	12.34	37.02
4100000005	Sandford, Jay E	591-540.000-941.000		04/04/2022	8.00	12.34	98.72
4100000005	Sandford, Jay E	101-782.000-941.000		04/05/2022	2.00	12.34	24.68
4100000005	Sandford, Jay E	226-783.000-941.000		04/05/2022	2.00	12.34	24.68
4100000005	Sandford, Jay E	591-540.000-941.000		04/05/2022	4.00	12.34	49.36
4100000005	Sandford, Jay E	591-540.000-941.000		04/06/2022	8.00	12.34	98.72
4100000005	Sandford, Jay E	101-780.500-941.000		04/07/2022	1.00	12.34	12.34
4100000005	Sandford, Jay E	202-463.000-941.000		04/07/2022	3.00	12.34	37.02
4100000005	Sandford, Jay E	101-790.000-941.000		04/08/2022	4.00	12.34	49.36
4100000005	Sandford, Jay E	202-463.000-941.000		04/11/2022	8.00	12.34	98.72
4100000005	Sandford, Jay E	591-540.000-941.000		04/12/2022	7.00	12.34	86.38
4100000005	Sandford, Jay E	591-540.000-941.000		04/13/2022	4.00	12.34	49.36
4100000005	Sandford, Jay E	591-540.000-941.000		04/18/2022	4.00	12.34	49.36
4100000005	Sandford, Jay E	591-540.000-941.000		04/19/2022	8.00	12.34	98.72
4100000005	Sandford, Jay E	591-540.000-941.000		04/20/2022	8.00	12.34	98.72
4100000005	Sandford, Jay E	101-783.000-941.000		04/21/2022	8.00	12.34	98.72
4100000005	Sandford, Jay E	101-783.000-941.000		04/22/2022	2.00	12.34	24.68
4100000005	Sandford, Jay E	202-463.000-941.000		04/22/2022	3.00	12.34	37.02
4100000005	Sandford, Jay E	590-536.000-941.000		04/22/2022	3.00	12.34	37.02
4400000009	Bosas, Rebecca M	202-463.000-941.000		03/28/2022	6.00	12.34	74.04
4400000009	Bosas, Rebecca M	591-540.000-941.000		03/28/2022	2.00	12.34	24.68
4400000009	Bosas, Rebecca M	591-540.000-941.000		03/29/2022	6.00	12.34	74.04
4400000009	Bosas, Rebecca M	591-542.000-941.000		03/29/2022	1.00	12.34	12.34
4400000009	Bosas, Rebecca M	202-463.000-941.000		03/30/2022	7.00	12.34	86.38

Equipment ID	Description	GL Number	Activity Code	Date	Hours	Rate	Approx Cost
Employee ID	Name						
440000009	Bosas, Rebecca M	101-782.000-941.000		04/01/2022	1.00	12.34	12.34
440000009	Bosas, Rebecca M	101-790.000-941.000		04/01/2022	2.00	12.34	24.68
440000009	Bosas, Rebecca M	591-540.000-941.000		04/01/2022	5.00	12.34	61.70
440000009	Bosas, Rebecca M	101-262.000-941.000		04/04/2022	1.00	12.34	12.34
440000009	Bosas, Rebecca M	101-790.000-941.000		04/04/2022	2.00	12.34	24.68
440000009	Bosas, Rebecca M	591-540.000-941.000		04/04/2022	4.00	12.34	49.36
440000009	Bosas, Rebecca M	591-542.000-941.000		04/04/2022	1.00	12.34	12.34
440000009	Bosas, Rebecca M	203-463.000-941.000		04/05/2022	2.00	12.34	24.68
440000009	Bosas, Rebecca M	591-540.000-941.000		04/05/2022	4.00	12.34	49.36
440000009	Bosas, Rebecca M	591-542.000-941.000		04/05/2022	2.00	12.34	24.68
440000009	Bosas, Rebecca M	202-463.000-941.000		04/06/2022	2.00	12.34	24.68
440000009	Bosas, Rebecca M	591-540.000-941.000		04/06/2022	2.00	12.34	24.68
440000009	Bosas, Rebecca M	591-542.000-941.000		04/06/2022	2.00	12.34	24.68
440000009	Bosas, Rebecca M	202-463.000-941.000		04/07/2022	1.00	12.34	12.34
440000009	Bosas, Rebecca M	591-540.000-941.000		04/07/2022	6.00	12.34	74.04
440000009	Bosas, Rebecca M	591-542.000-941.000		04/07/2022	1.00	12.34	12.34
440000009	Bosas, Rebecca M	101-345.000-941.000		04/08/2022	3.00	12.34	37.02
440000009	Bosas, Rebecca M	203-463.000-941.000		04/08/2022	2.00	12.34	24.68
440000009	Bosas, Rebecca M	590-536.000-941.000		04/08/2022	1.00	12.34	12.34
440000009	Bosas, Rebecca M	591-540.000-941.000		04/08/2022	2.00	12.34	24.68
440000009	Bosas, Rebecca M	202-463.000-941.000		04/10/2022	2.00	12.34	24.68
440000009	Bosas, Rebecca M	202-463.000-941.000		04/11/2022	2.00	12.34	24.68
440000009	Bosas, Rebecca M	226-530.000-941.000		04/11/2022	2.00	12.34	24.68
440000009	Bosas, Rebecca M	591-540.000-941.000		04/11/2022	4.00	12.34	49.36
440000009	Bosas, Rebecca M	202-463.000-941.000		04/12/2022	2.00	12.34	24.68
440000009	Bosas, Rebecca M	203-463.000-941.000		04/12/2022	2.00	12.34	24.68
440000009	Bosas, Rebecca M	226-530.000-941.000		04/12/2022	3.00	12.34	37.02
440000009	Bosas, Rebecca M	591-540.000-941.000		04/12/2022	1.00	12.34	12.34
440000009	Bosas, Rebecca M	202-463.000-941.000		04/13/2022	3.00	12.34	37.02
440000009	Bosas, Rebecca M	203-463.000-941.000		04/18/2022	4.00	12.34	49.36
440000009	Bosas, Rebecca M	591-540.000-941.000		04/18/2022	4.00	12.34	49.36
Equipment Totals					349.00		4,306.66
Front Blade	Front Blade/Plow - used on						
Pickup 2WD	6-16 2WD						
440000018	Leavitt, Mikel D	101-780.500-941.000		03/28/2022	1.00	11.12	11.12
440000018	Leavitt, Mikel D	203-463.000-941.000		03/28/2022	5.00	11.12	55.60
440000018	Leavitt, Mikel D	226-782.000-941.000		03/28/2022	1.00	11.12	11.12
440000018	Leavitt, Mikel D	226-783.000-941.000		03/28/2022	1.00	11.12	11.12
440000018	Leavitt, Mikel D	226-782.000-941.000		03/30/2022	1.00	11.12	11.12
440000018	Leavitt, Mikel D	226-783.000-941.000		03/30/2022	1.00	11.12	11.12
440000018	Leavitt, Mikel D	226-782.000-941.000		04/01/2022	7.00	11.12	77.84
440000018	Leavitt, Mikel D	226-783.000-941.000		04/01/2022	1.00	11.12	11.12

Equipment ID	Description	GL Number	Activity Code	Date	Hours	Rate	Approx Cost
Employee ID	Name						
4400000018	Leavitt, Mikel D	226-782.000-941.000		04/04/2022	1.00	11.12	11.12
4400000018	Leavitt, Mikel D	226-783.000-941.000		04/04/2022	1.00	11.12	11.12
4400000018	Leavitt, Mikel D	226-782.000-941.000		04/06/2022	1.00	11.12	11.12
4400000018	Leavitt, Mikel D	226-783.000-941.000		04/06/2022	1.00	11.12	11.12
4400000018	Leavitt, Mikel D	203-463.000-941.000		04/07/2022	5.00	11.12	55.60
4400000018	Leavitt, Mikel D	101-780.500-941.000		04/08/2022	1.00	11.12	11.12
4400000018	Leavitt, Mikel D	226-782.000-941.000		04/08/2022	1.00	11.12	11.12
4400000018	Leavitt, Mikel D	226-783.000-941.000		04/08/2022	1.00	11.12	11.12
4400000018	Leavitt, Mikel D	202-463.000-941.000		04/11/2022	2.00	11.12	22.24
4400000018	Leavitt, Mikel D	202-463.000-941.000		04/13/2022	2.00	11.12	22.24
4400000018	Leavitt, Mikel D	226-782.000-941.000		04/13/2022	1.00	11.12	11.12
4400000018	Leavitt, Mikel D	226-783.000-941.000		04/13/2022	1.00	11.12	11.12
4400000018	Leavitt, Mikel D	202-463.000-941.000		04/14/2022	3.00	11.12	33.36
4400000018	Leavitt, Mikel D	226-530.000-941.000		04/14/2022	5.00	11.12	55.60
4400000018	Leavitt, Mikel D	101-780.500-941.000		04/20/2022	1.00	11.12	11.12
4400000018	Leavitt, Mikel D	226-782.000-941.000		04/20/2022	1.00	11.12	11.12
4400000018	Leavitt, Mikel D	226-783.000-941.000		04/20/2022	1.00	11.12	11.12
4400000018	Leavitt, Mikel D	203-463.000-941.000		04/21/2022	6.00	11.12	66.72
4400000018	Leavitt, Mikel D	101-780.500-941.000		04/22/2022	1.00	11.12	11.12
4400000018	Leavitt, Mikel D	226-782.000-941.000		04/22/2022	1.00	11.12	11.12
4400000018	Leavitt, Mikel D	226-783.000-941.000		04/22/2022	1.00	11.12	11.12
Equipment Totals					56.00		622.72
Backhoe	Backhoe						
4100000004	Wright, David L	101-783.000-941.000		04/04/2022	2.00	60.49	120.98
4100000004	Wright, David L	101-783.000-941.000		04/06/2022	1.00	60.49	60.49
4100000004	Wright, David L	202-463.000-941.000		04/10/2022	2.00	60.49	120.98
4100000004	Wright, David L	202-463.000-941.000		04/11/2022	2.00	60.49	120.98
4100000004	Wright, David L	101-783.000-941.000		04/12/2022	1.00	60.49	60.49
4100000004	Wright, David L	202-474.000-941.000		04/21/2022	1.00	60.49	60.49
4400000009	Bosas, Rebecca M	202-463.000-941.000		03/30/2022	1.00	60.49	60.49
Equipment Totals					10.00		604.90
Breaker	Breaker - used on backhoe						
Bucket Truck	No. 06-99						
Bucket	Bucket - used with Bucket T						
Brush Hog	NO. 9-02						
Dump	Dump Truck 1-22, 11, 12-02,						
4100000004	Wright, David L	202-463.000-941.000		04/12/2022	2.00	55.53	111.06
4100000004	Wright, David L	202-463.000-941.000		04/22/2022	2.00	55.53	111.06

Equipment ID	Description						Approx
Employee ID	Name	GL Number	Activity Code	Date	Hours	Rate	Cost
4100000005	Sandford, Jay E	226-530.000-941.000		04/13/2022	4.00	55.53	222.12
4100000005	Sandford, Jay E	226-530.000-941.000		04/14/2022	8.00	55.53	444.24
4400000009	Bosas, Rebecca M	202-478.000-941.000		03/29/2022	1.00	55.53	55.53
Equipment Totals					17.00		944.01
UnderbodyScrapr	Underbody Scraper used w/ d						
Hopper/Salt Box	Hopper/Salt Box use w/ dump						
Sweeper	Sweeper						
4100000001	Gardner, Rodney E	203-463.000-941.000		04/04/2022	8.00	100.65	805.20
4100000001	Gardner, Rodney E	203-463.000-941.000		04/05/2022	8.00	100.65	805.20
4100000001	Gardner, Rodney E	203-463.000-941.000		04/06/2022	8.00	100.65	805.20
4100000001	Gardner, Rodney E	203-463.000-941.000		04/07/2022	4.00	100.65	402.60
4100000001	Gardner, Rodney E	203-463.000-941.000		04/14/2022	4.00	100.65	402.60
4100000001	Gardner, Rodney E	203-463.000-941.000		04/19/2022	4.00	100.65	402.60
4100000001	Gardner, Rodney E	202-463.000-941.000		04/21/2022	8.00	100.65	805.20
Equipment Totals					44.00		4,428.60
Vacuum Cleaner	Sweeper - used with Street						
Tractor	Tractor						
4100000001	Gardner, Rodney E	101-783.000-941.000		04/12/2022	3.00	47.92	143.76
Equipment Totals					3.00		143.76
Woodchipper	Woodchipper						
4100000005	Sandford, Jay E	226-530.000-941.000		04/13/2022	4.00	32.83	131.32
4100000005	Sandford, Jay E	226-530.000-941.000		04/14/2022	8.00	32.83	262.64
4400000018	Leavitt, Mikel D	226-530.000-941.000		04/11/2022	2.00	32.83	65.66
4400000018	Leavitt, Mikel D	226-530.000-941.000		04/12/2022	4.00	32.83	131.32
4400000018	Leavitt, Mikel D	226-530.000-941.000		04/13/2022	4.00	32.83	131.32
4400000018	Leavitt, Mikel D	226-530.000-941.000		04/14/2022	5.00	32.83	164.15
Equipment Totals					27.00		886.41
Material Heater	Material Heater						
4100000004	Wright, David L	202-463.000-941.000		03/28/2022	3.00	13.06	39.18
4100000004	Wright, David L	203-463.000-941.000		04/07/2022	6.00	13.06	78.36
4100000004	Wright, David L	202-463.000-941.000		04/14/2022	2.00	13.06	26.12
4100000004	Wright, David L	202-463.000-941.000		04/18/2022	2.00	13.06	26.12
4100000004	Wright, David L	202-463.000-941.000		04/19/2022	2.00	13.06	26.12
4100000004	Wright, David L	202-463.000-941.000		04/20/2022	2.00	13.06	26.12
4100000004	Wright, David L	203-463.000-941.000		04/20/2022	4.00	13.06	52.24
4100000004	Wright, David L	202-463.000-941.000		04/21/2022	1.00	13.06	13.06
4100000004	Wright, David L	203-463.000-941.000		04/21/2022	3.00	13.06	39.18
4100000004	Wright, David L	202-463.000-941.000		04/22/2022	3.00	13.06	39.18

Equipment ID Employee ID	Description Name	GL Number	Activity Code	Date	Hours	Rate	Approx Cost
4100000004	Wright, David L	203-463.000-941.000		04/22/2022	1.00	13.06	13.06
4400000009	Bosas, Rebecca M	203-463.000-941.000		04/08/2022	2.00	13.06	26.12
4400000009	Bosas, Rebecca M	202-463.000-941.000		04/12/2022	2.00	13.06	26.12
4400000009	Bosas, Rebecca M	203-463.000-941.000		04/12/2022	2.00	13.06	26.12
4400000009	Bosas, Rebecca M	202-463.000-941.000		04/13/2022	3.00	13.06	39.18
Equipment Totals					38.00		496.28
Kubota	Kubota #5-18						
Arrow	Arrow						
Trailer	Trailer						

Grand Totals							
Equipment:					19	544.00	12,433.34
Materials:					0	0.00	0.00
Totals:					19		12,433.34

From: 03/26/2022 To: 04/22/2022

Grouped By: Employee ID

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
Hours for Week Beginning: 03/27/2022						
03/28/2022	4100000004	Wright, David L	REG	401	3.00	0.00
		- cold patched				
03/28/2022	4100000004	Wright, David L	REG	401	1.00	0.00
		- dumped trash				
03/28/2022	4100000004	Wright, David L	REG	401	1.00	0.00
		- dumped trash				
03/28/2022	4100000004	Wright, David L	REG	401	1.00	0.00
		- dumped trash				
03/28/2022	4100000004	Wright, David L	REG	401	2.00	0.00
		- serviced lawnmowers				
03/29/2022	4100000004	Wright, David L	REG	401	4.00	0.00
		- water stakings				
03/29/2022	4100000004	Wright, David L	REG	401	4.00	0.00
		- serviced riding lawnmower and push mowers				
03/30/2022	4100000004	Wright, David L	REG	401	8.00	0.00
		- serviced equipment				
03/31/2022	4100000004	Wright, David L	REG	401	3.00	0.00
03/31/2022	4100000004	Wright, David L	REG	401	1.00	0.00
		- checked garbage and trails				
03/31/2022	4100000004	Wright, David L	REG	401	4.00	0.00
		- put brakes on #2-08				
Total For Employee: 4100000004					32.00	0.00
03/28/2022	4100000005	Sandford, Jay E	REG	401	8.00	0.00
03/30/2022	4100000005	Sandford, Jay E	REG	401	8.00	0.00
03/31/2022	4100000005	Sandford, Jay E	REG	401	4.00	0.00
03/31/2022	4100000005	Sandford, Jay E	REG	401	4.00	0.00
04/01/2022	4100000005	Sandford, Jay E	REG	401	2.00	0.00
04/01/2022	4100000005	Sandford, Jay E	REG	401	3.00	0.00
04/01/2022	4100000005	Sandford, Jay E	REG	401	3.00	0.00
Total For Employee: 4100000005					32.00	0.00
03/28/2022	4400000009	Bosas, Rebecca M	REG	401	6.00	0.00
03/28/2022	4400000009	Bosas, Rebecca M	REG	401	2.00	0.00
03/29/2022	4400000009	Bosas, Rebecca M	REG	401	6.00	0.00
03/29/2022	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00
03/29/2022	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00
03/30/2022	4400000009	Bosas, Rebecca M	REG	401	8.00	0.00
03/31/2022	4400000009	Bosas, Rebecca M	REG	401	2.00	0.00
		- Valve swap/pallet MPV				
03/31/2022	4400000009	Bosas, Rebecca M	REG	401	6.00	0.00
		- Catch basin checks - Seymour				
04/01/2022	4400000009	Bosas, Rebecca M	REG	401	2.00	0.00
04/01/2022	4400000009	Bosas, Rebecca M	REG	401	5.00	0.00
04/01/2022	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00
		- Sticks				
Total For Employee: 4400000009					40.00	0.00
03/28/2022	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
03/29/2022	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
03/30/2022	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
03/31/2022	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
04/01/2022	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
Total For Employee: 4400000016					40.00	0.00
03/28/2022	4400000018	Leavitt, Mikel D	REG	401	5.00	0.00
03/28/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
03/28/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
03/28/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00

From: 03/26/2022 To: 04/22/2022

Grouped By: Employee ID

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
03/29/2022	4400000018	Leavitt, Mikel D	REG	401	7.00	0.00
03/29/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
03/30/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
03/30/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
03/30/2022	4400000018	Leavitt, Mikel D	REG	401	6.00	0.00
03/31/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
03/31/2022	4400000018	Leavitt, Mikel D	REG	401	7.00	0.00
04/01/2022	4400000018	Leavitt, Mikel D	REG	401	7.00	0.00
04/01/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00

Total For Employee: 4400000018					40.00	0.00

Hours for Week Beginning: 04/03/2022						

04/04/2022	4100000001	Gardner, Rodney E	REG	401	8.00	0.00
04/05/2022	4100000001	Gardner, Rodney E	REG	401	8.00	0.00
04/06/2022	4100000001	Gardner, Rodney E	REG	401	8.00	0.00
04/07/2022	4100000001	Gardner, Rodney E	REG	401	2.00	0.00
04/07/2022	4100000001	Gardner, Rodney E	REG	401	4.00	0.00
04/07/2022	4100000001	Gardner, Rodney E	REG	401	2.00	0.00
04/08/2022	4100000001	Gardner, Rodney E	REG	401	15.00	0.00
- shorted 1 day last pay						

Total For Employee: 4100000001					47.00	0.00

04/04/2022	4100000004	Wright, David L	REG	401	2.00	0.00
- checking and picking up shingles for abrams park pavillion						
04/04/2022	4100000004	Wright, David L	REG	401	2.00	0.00
- moving rocks at elms road park						
04/04/2022	4100000004	Wright, David L	REG	401	3.00	0.00
- thermostats						
04/04/2022	4100000004	Wright, David L	REG	401	1.00	0.00
- filled trench from electrical install to pole barn						
04/05/2022	4100000004	Wright, David L	REG	401	3.00	0.00
- picked up limbs and repaired roof on pavillion						
04/05/2022	4100000004	Wright, David L	REG	401	1.00	0.00
- put shingles on #5 pavillion						
04/05/2022	4100000004	Wright, David L	REG	401	3.00	0.00
- installing thermostats						
04/05/2022	4100000004	Wright, David L	REG	401	1.00	0.00
- picked up branches						
04/06/2022	4100000004	Wright, David L	REG	401	1.00	0.00
- dumped trash						
04/06/2022	4100000004	Wright, David L	REG	401	3.00	0.00
- plugged sewer on worchester drive						
04/06/2022	4100000004	Wright, David L	REG	401	1.00	0.00
- dumped trash						
04/06/2022	4100000004	Wright, David L	REG	401	1.00	0.00
- dumped trash						
04/06/2022	4100000004	Wright, David L	REG	401	2.00	0.00
- installed thermostats in public safety bldg						
04/07/2022	4100000004	Wright, David L	REG	401	6.00	0.00
- cold patched						
04/07/2022	4100000004	Wright, David L	REG	401	2.00	0.00
- installed thermostats						
04/08/2022	4100000004	Wright, David L	REG	401	2.00	0.00
- cleaned catch basins						
04/08/2022	4100000004	Wright, David L	REG	401	2.00	0.00
- checked catch basins						
04/08/2022	4100000004	Wright, David L	REG	401	2.00	0.00
- checked sewer manholes						
04/08/2022	4100000004	Wright, David L	REG	401	2.00	0.00
- went to home depot and installed new toilet at the fire department						

From: 03/26/2022 To: 04/22/2022

Grouped By: Employee ID

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
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Total For Employee: 4100000004					40.00	0.00
04/04/2022	4100000005	Sandford, Jay E	REG	401	8.00	0.00
04/05/2022	4100000005	Sandford, Jay E	REG	401	2.00	0.00
04/05/2022	4100000005	Sandford, Jay E	REG	401	4.00	0.00
04/05/2022	4100000005	Sandford, Jay E	REG	401	2.00	0.00
04/06/2022	4100000005	Sandford, Jay E	REG	401	8.00	0.00
04/07/2022	4100000005	Sandford, Jay E	REG	401	3.00	0.00
04/07/2022	4100000005	Sandford, Jay E	REG	401	1.00	0.00
04/07/2022	4100000005	Sandford, Jay E	REG	401	4.00	0.00
04/08/2022	4100000005	Sandford, Jay E	REG	401	4.00	0.00
04/08/2022	4100000005	Sandford, Jay E	REG	401	3.00	0.00
04/08/2022	4100000005	Sandford, Jay E	REG	401	1.00	0.00
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Total For Employee: 4100000005					40.00	0.00
04/04/2022	4400000009	Bosas, Rebecca M	REG	401	2.00	0.00
- Thermostats						
04/04/2022	4400000009	Bosas, Rebecca M	REG	401	4.00	0.00
04/04/2022	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00
- Data logSharps						
04/04/2022	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00
- Certify containers at County						
04/05/2022	4400000009	Bosas, Rebecca M	REG	401	2.00	0.00
04/05/2022	4400000009	Bosas, Rebecca M	REG	401	4.00	0.00
04/05/2022	4400000009	Bosas, Rebecca M	REG	401	2.00	0.00
04/06/2022	4400000009	Bosas, Rebecca M	REG	401	2.00	0.00
04/06/2022	4400000009	Bosas, Rebecca M	REG	401	2.00	0.00
04/06/2022	4400000009	Bosas, Rebecca M	REG	401	2.00	0.00
04/07/2022	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00
04/07/2022	4400000009	Bosas, Rebecca M	REG	401	6.00	0.00
04/07/2022	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00
04/08/2022	4400000009	Bosas, Rebecca M	REG	401	3.00	0.00
04/08/2022	4400000009	Bosas, Rebecca M	REG	401	2.00	0.00
04/08/2022	4400000009	Bosas, Rebecca M	REG	401	2.00	0.00
04/08/2022	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00
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Total For Employee: 4400000009					38.00	0.00
04/04/2022	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
04/05/2022	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
04/06/2022	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
04/07/2022	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
04/08/2022	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
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Total For Employee: 4400000016					40.00	0.00
04/04/2022	4400000018	Leavitt, Mikel D	REG	401	4.00	0.00
04/04/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
04/04/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
04/04/2022	4400000018	Leavitt, Mikel D	REG	401	2.00	0.00
04/05/2022	4400000018	Leavitt, Mikel D	REG	401	3.00	0.00
04/05/2022	4400000018	Leavitt, Mikel D	REG	401	5.00	0.00
04/06/2022	4400000018	Leavitt, Mikel D	REG	401	3.00	0.00
04/06/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
04/06/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
04/06/2022	4400000018	Leavitt, Mikel D	REG	401	3.00	0.00
04/07/2022	4400000018	Leavitt, Mikel D	REG	401	5.00	0.00
04/07/2022	4400000018	Leavitt, Mikel D	REG	401	3.00	0.00
04/08/2022	4400000018	Leavitt, Mikel D	REG	401	3.00	0.00
04/08/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
04/08/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
04/08/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00

From: 03/26/2022 To: 04/22/2022

Grouped By: Employee ID

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
04/08/2022	4400000018	Leavitt, Mikel D	REG	401	2.00	0.00
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Total For Employee: 4400000018					40.00	0.00
Hours for Week Beginning: 04/10/2022						

04/11/2022	4100000001	Gardner, Rodney E	REG	401	2.00	0.00
04/11/2022	4100000001	Gardner, Rodney E	REG	401	6.00	0.00
04/12/2022	4100000001	Gardner, Rodney E	REG	401	3.00	0.00
04/12/2022	4100000001	Gardner, Rodney E	REG	401	5.00	0.00
04/13/2022	4100000001	Gardner, Rodney E	REG	401	2.00	0.00
04/13/2022	4100000001	Gardner, Rodney E	REG	401	6.00	0.00
04/14/2022	4100000001	Gardner, Rodney E	REG	401	2.00	0.00
04/14/2022	4100000001	Gardner, Rodney E	REG	401	2.00	0.00
04/14/2022	4100000001	Gardner, Rodney E	REG	401	4.00	0.00
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Total For Employee: 4100000001					32.00	0.00
04/10/2022	4100000004	Wright, David L	2X	401	0.00	2.00
- filled driveway with gravel on morrish road						
04/11/2022	4100000004	Wright, David L	REG	401	2.00	0.00
- filled holes on bristol road						
04/11/2022	4100000004	Wright, David L	REG	401	4.00	0.00
- final water reads and stakings						
04/11/2022	4100000004	Wright, David L	REG	401	1.00	0.00
- dumped trash						
04/11/2022	4100000004	Wright, David L	REG	401	1.00	0.00
- dumped trash						
04/12/2022	4100000004	Wright, David L	REG	401	1.00	0.00
- put in poles to close off drive to soccer field at elms road park						
04/12/2022	4100000004	Wright, David L	REG	401	2.00	0.00
04/12/2022	4100000004	Wright, David L	REG	401	3.00	0.00
- water turn on meter check and stakings						
04/13/2022	4100000004	Wright, David L	REG	401	2.00	0.00
- working on edge drain on winshall drive						
04/13/2022	4100000004	Wright, David L	REG	401	6.00	0.00
- repaired yard from water break on miller road,water stakings						
04/14/2022	4100000004	Wright, David L	REG	401	2.00	0.00
- cold patched						
04/14/2022	4100000004	Wright, David L	REG	401	4.00	0.00
- water stakings meter check						
04/14/2022	4100000004	Wright, David L	REG	401	2.00	0.00
- checked manholes						
04/16/2022	4100000004	Wright, David L	15X	401	0.00	2.00
- water main break on raubinger road valved down						
-----					-----	-----
Total For Employee: 4100000004					30.00	4.00
04/11/2022	4100000005	Sandford, Jay E	REG	401	8.00	0.00
04/12/2022	4100000005	Sandford, Jay E	REG	401	7.00	0.00
04/13/2022	4100000005	Sandford, Jay E	REG	401	4.00	0.00
04/13/2022	4100000005	Sandford, Jay E	REG	401	4.00	0.00
04/14/2022	4100000005	Sandford, Jay E	REG	401	8.00	0.00
-----					-----	-----
Total For Employee: 4100000005					31.00	0.00
04/10/2022	4400000009	Bosas, Rebecca M	2X	401	0.00	2.00
- Put in temporary driveway for church on Morrish						
04/11/2022	4400000009	Bosas, Rebecca M	REG	401	2.00	0.00
- Bristol patch job						
04/11/2022	4400000009	Bosas, Rebecca M	REG	401	2.00	0.00
04/11/2022	4400000009	Bosas, Rebecca M	REG	401	4.00	0.00
- Water Samples Lansing						
04/12/2022	4400000009	Bosas, Rebecca M	REG	401	2.00	0.00
04/12/2022	4400000009	Bosas, Rebecca M	REG	401	2.00	0.00

From: 03/26/2022 To: 04/22/2022

Grouped By: Employee ID

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
04/12/2022	4400000009	Bosas, Rebecca M	REG	401	3.00	0.00
04/12/2022	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00
04/13/2022	4400000009	Bosas, Rebecca M	REG	401	3.00	0.00
04/13/2022	4400000009	Bosas, Rebecca M	REG	401	4.00	0.00
04/13/2022	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00
- Drop load of woodchipsCheck for potholes in parking lots						
04/14/2022	4400000009	Bosas, Rebecca M	REG	401	8.00	0.00
Total For Employee: 4400000009					32.00	2.00
04/11/2022	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
04/12/2022	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
04/13/2022	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
04/14/2022	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
Total For Employee: 4400000016					32.00	0.00
04/11/2022	4400000018	Leavitt, Mikel D	REG	401	2.00	0.00
04/11/2022	4400000018	Leavitt, Mikel D	REG	401	2.00	0.00
04/11/2022	4400000018	Leavitt, Mikel D	REG	401	4.00	0.00
04/12/2022	4400000018	Leavitt, Mikel D	REG	401	4.00	0.00
04/12/2022	4400000018	Leavitt, Mikel D	REG	401	4.00	0.00
04/13/2022	4400000018	Leavitt, Mikel D	REG	401	2.00	0.00
04/13/2022	4400000018	Leavitt, Mikel D	REG	401	4.00	0.00
04/13/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
04/13/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
04/14/2022	4400000018	Leavitt, Mikel D	REG	401	3.00	0.00
04/14/2022	4400000018	Leavitt, Mikel D	REG	401	5.00	0.00
04/16/2022	4400000018	Leavitt, Mikel D	15X	401	0.00	2.00
- Water main break						
Total For Employee: 4400000018					32.00	2.00
Hours for Week Beginning: 04/17/2022						
04/18/2022	4100000001	Gardner, Rodney E	REG	401	8.00	0.00
04/19/2022	4100000001	Gardner, Rodney E	REG	401	4.00	0.00
04/19/2022	4100000001	Gardner, Rodney E	REG	401	4.00	0.00
04/20/2022	4100000001	Gardner, Rodney E	REG	401	8.00	0.00
04/21/2022	4100000001	Gardner, Rodney E	REG	401	8.00	0.00
Total For Employee: 4100000001					32.00	0.00
04/18/2022	4100000004	Wright, David L	REG	401	0.50	0.00
- dumped trash						
04/18/2022	4100000004	Wright, David L	REG	401	2.00	0.00
- cold patched						
04/18/2022	4100000004	Wright, David L	REG	401	1.00	0.00
- dumped trash						
04/18/2022	4100000004	Wright, David L	REG	401	1.00	0.00
- dumped trash						
04/18/2022	4100000004	Wright, David L	REG	401	0.50	0.00
- dumped trash						
04/18/2022	4100000004	Wright, David L	REG	401	1.00	0.00
- dumped trash						
04/18/2022	4100000004	Wright, David L	REG	401	1.50	0.00
04/19/2022	4100000004	Wright, David L	REG	401	1.00	0.00
- painted barrels for elms road trash						
04/19/2022	4100000004	Wright, David L	REG	401	2.00	0.00
- cold patching						
04/19/2022	4100000004	Wright, David L	REG	401	2.00	0.00
- checking catch basins						
04/19/2022	4100000004	Wright, David L	REG	401	2.00	0.00

From: 03/26/2022 To: 04/22/2022

Grouped By: Employee ID

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
		- changed oil and filters in pickups				
04/20/2022	4100000004	Wright, David L	REG	401	2.00	0.00
		- cold patched				
04/20/2022	4100000004	Wright, David L	REG	401	4.00	0.00
		- cold patched				
04/20/2022	4100000004	Wright, David L	REG	401	1.00	0.00
		- dumped trash				
04/20/2022	4100000004	Wright, David L	REG	401	1.00	0.00
04/21/2022	4100000004	Wright, David L	REG	401	0.50	0.00
		- dumped trash				
04/21/2022	4100000004	Wright, David L	REG	401	1.00	0.00
		- cold patched				
04/21/2022	4100000004	Wright, David L	REG	401	3.00	0.00
04/21/2022	4100000004	Wright, David L	REG	401	3.00	0.00
		- cold patched				
04/21/2022	4100000004	Wright, David L	REG	401	0.50	0.00
		- dumped trash				
04/22/2022	4100000004	Wright, David L	REG	401	5.00	0.00
		- cold patched and went to flint for cold patch				
04/22/2022	4100000004	Wright, David L	REG	401	1.00	0.00
		- cold patched				
04/22/2022	4100000004	Wright, David L	REG	401	1.00	0.00
		- checking pumps				
04/22/2022	4100000004	Wright, David L	REG	401	1.00	0.00
		- dumped trash and stocked shelves				
-----					-----	-----
Total For Employee: 4100000004					39.00	0.00
04/18/2022	4100000005	Sandford, Jay E	REG	401	4.00	0.00
04/18/2022	4100000005	Sandford, Jay E	REG	401	4.00	0.00
04/19/2022	4100000005	Sandford, Jay E	REG	401	8.00	0.00
04/20/2022	4100000005	Sandford, Jay E	REG	401	8.00	0.00
04/21/2022	4100000005	Sandford, Jay E	REG	401	8.00	0.00
04/22/2022	4100000005	Sandford, Jay E	REG	401	2.00	0.00
04/22/2022	4100000005	Sandford, Jay E	REG	401	3.00	0.00
04/22/2022	4100000005	Sandford, Jay E	REG	401	3.00	0.00
-----					-----	-----
Total For Employee: 4100000005					40.00	0.00
04/18/2022	4400000009	Bosas, Rebecca M	REG	401	4.00	0.00
04/18/2022	4400000009	Bosas, Rebecca M	REG	401	4.00	0.00
04/19/2022	4400000009	Bosas, Rebecca M	REG	401	9.50	0.00
		- Water Operator Training Bloomfield Hills				
04/20/2022	4400000009	Bosas, Rebecca M	REG	401	9.50	0.00
		- Water Operator Training Bloomfield Hills				
04/21/2022	4400000009	Bosas, Rebecca M	REG	401	4.00	0.00
04/21/2022	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00
-----					-----	-----
Total For Employee: 4400000009					32.00	0.00
04/18/2022	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
04/19/2022	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
04/21/2022	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
04/22/2022	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
-----					-----	-----
Total For Employee: 4400000016					32.00	0.00
04/18/2022	4400000018	Leavitt, Mikel D	REG	401	0.50	0.00
04/18/2022	4400000018	Leavitt, Mikel D	REG	401	2.00	0.00
04/18/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
04/18/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
04/18/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
04/18/2022	4400000018	Leavitt, Mikel D	REG	401	0.50	0.00
04/18/2022	4400000018	Leavitt, Mikel D	REG	401	2.00	0.00

From: 03/26/2022 To: 04/22/2022

Grouped By: Employee ID

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
04/19/2022	4400000018	Leavitt, Mikel D	REG	401	6.00	0.00
04/19/2022	4400000018	Leavitt, Mikel D	REG	401	2.00	0.00
04/20/2022	4400000018	Leavitt, Mikel D	REG	401	5.00	0.00
04/20/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
04/20/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
04/20/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
04/21/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
04/21/2022	4400000018	Leavitt, Mikel D	REG	401	6.00	0.00
04/21/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
04/22/2022	4400000018	Leavitt, Mikel D	REG	401	5.00	0.00
04/22/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
04/22/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
04/22/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
----- Total For Employee: 4400000018					40.00	0.00
Grand Total:					833.00	8.00

April 2022	MILES DRIVEN		GALLONS GAS PURCHASED		GALLONS DIESEL PURCHASED
#6-16 2WD gas			38.0		
#1-20 4WD diesel					19.3
#7-15 4WD gas	185.0		22.0		
#3-08 P/U 4WD gas	606.0		75.2		
#10-18 P/U diesel	661.0				46.3
#2-08 P/U 4WD gas	386.0		44.2		
#6-00 BACKHOE diesel					
#1-22 DUMP					
#11 DUMP gas					
#12-02 DUMP diesel					
#12-04 DUMP diesel					
#12-99 GENERATOR gas					
#17 CASE BACKHOE diesel					17.0
#19 JD TRACTOR diesel					10.5
#06-99 BUCKET TRUCK gas					
#21 WOOD CHIPPER diesel					35.0
#807 STREET SWEEPER diesel	162.0				106.0
#42 ASPHALT HEATER diesel					12.0
#37 TRAIL ARROW					
#10-15 GEN gas					
#5-18 KUBOTA (Hours)					
gas can					
TOTAL	2000.0		179.4		246.1

Public Works
Monthly Work Orders

05/02/22

Work Order # Work Order Status	Location ID	Customer Name Service Address	Date Recd Date Comp	Type
READ22-0913 COMPLETED	WA10-007469-0000-01	PORTER, MIKE 7469 WADE ST	04/15/22 03/16/22	READ METER
READ22-0914 CANCELLED	CH10-009087-0000-06	JACOBS, JOHNNY 9087 CHELMSFORD DR	04/07/22 03/21/22	READ METER
GWO22-0644 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	04/04/22 04/04/22	GENERIC WORK ORDER
READ22-0915 COMPLETED	MI10-008138-0000-01	SHARP FUNERAL HOME 8138 MILLER RD	04/04/22 04/04/22	READ METER
SI-000059 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	04/04/22 04/04/22	SIGNS
SIGN22-0017 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	04/04/22 04/04/22	CHECK TRAFFIC SIGNS
SWBK22-0089 COMPLETED	GR10-005158-0000-02	HERMAN, AMANDA 5158 GREENLEAF DR	04/04/22 04/04/22	SEWER BACKUP
FNRD22-2037 COMPLETED	SI10-004177-0000-03	STADEL, MARTINA 4177 SILVER MAPLE LN	04/04/22 04/05/22	FINAL READ
CKME22-0490 COMPLETED	LU10-009152-0000-01	DUVAL, BEVERLY 9152 LUEA LN	04/05/22 04/05/22	CHECK METER
SI-000060 COMPLETED	GR10-005273-0000-11	OBLETON, ALIYAH 5273 GREENLEAF DR	04/05/22 04/05/22	SIGNS
CKME22-0491 COMPLETED	YA10-007035-0000-01	HAIST, ROLAND J 7035 YARMY DR	04/05/22 04/05/22	CHECK METER
GWO22-0645 CANCELLED	CI10-008095-0000-01	PERKINS LIBRARY 8095 CIVIC DR	04/05/22 04/06/22	GENERIC WORK ORDER
FNRD22-2038 COMPLETED	JE10-004036-0000-04	LEVY, SCOTT 4036 JENNIE LN	04/05/22 04/06/22	FINAL READ
GARB22-0012 COMPLETED	MI10-006104-0000-07	AYALA, GREGORIO L 6104 MILLER RD	04/05/22 04/05/22	PICK UP GARBAGE
WTON22-1408 COMPLETED	BR20-006269-0000-02	CASCADE FUNDING MORTGAGE TRUST 6269 BRISTOL RD	04/05/22 04/06/22	WATER TURN ON
STRT22-0130 COMPLETED	OA10-009194-0000-03	BIRT, KAREN 9194 OAKVIEW DR	04/05/22 04/07/22	STREET REPAIR
FNRD22-2039 COMPLETED	MI10-008103-0000-09	KUNZ, DAVE 8103 MILLER RD	04/06/22 04/06/22	FINAL READ
WBKU22-0060 COMPLETED	WO10-005316-0000-02	PRINCE, KELLY 5316 WORCHESTER DR	04/06/22 04/06/22	WATER BACK UP-CHECK
SWBK22-0090 COMPLETED	OA10-005289-0000-05	RAMOS, SUSAN R. 5289 OAKVIEW DR	04/06/22 04/06/22	SEWER BACKUP
WOFF22-2438 COMPLETED	BR20-006269-0000-02	CASCADE FUNDING MORTGAGE TRUST 6269 BRISTOL RD	04/06/22 04/06/22	WATER TURN OFF

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
CKME22-0492 COMPLETED	EL20-007510-0000-06	SCAVARDA, ANTHONY 7510 ELIZABETH CT	04/06/22 04/06/22	CHECK METER
CKME22-0493 COMPLETED	CI10-008100-0000-01	PUBLIC SAFETY BUILDING 8100 CIVIC DR	04/07/22 04/07/22	CHECK METER
22-000035 COMPLETED	FA10-005028-0000-01	BAKER, WALTER P 5028 FAIRCHILD ST	04/07/22 04/07/22	WATER LEAK
FNRD22-2040 COMPLETED	DA10-005141-0000-03	METCALFE, WILLIAM 5141 DAVAL DR	04/07/22 04/11/22	FINAL READ
FNRD22-2042 COMPLETED	MI10-005286-0000-02	BARLOW, ROBERT P 5286 MILLER RD	04/11/22 04/11/22	FINAL READ
CKME22-0494 COMPLETED	WI10-005304-0000-08	CALDWELL, CHRISTINA 5304 WINSHALL DR	04/12/22 04/12/22	CHECK METER
WTON22-1409 COMPLETED	WI10-005226-0000-01	ALLEN, BOBBY 5226 WINSHALL DR	04/12/22 04/12/22	WATER TURN ON
22-000036 COMPLETED	PA10-007112-0000-07	CONRAD, TAMARA 7112 PARK RIDGE PKY	04/18/22 04/18/22	WATER LEAK
READ22-0916 COMPLETED	CH20-009040-0000-03	HUFFMAN, KEVIN 9040 CHESTERFIELD DR	04/13/22 04/13/22	READ METER
CKME22-0495 COMPLETED	MI10-007589-0000-01	MCKEE, CHARLES L 7589 MILLER RD	04/14/22 04/14/22	CHECK METER
WMBK22-0124 COMPLETED	RA10-004534-0001-01	BECKER, DR EUGENE 4534 RAUBINGER # 1 RD	04/18/22 04/18/22	WATER MAIN BREAK
CBRP22-0019	MI10-008011-0000-03	LPL FINANCIAL 8011 MILLER RD	04/18/22	CATCH BASIN REPAIR
FNRD22-2043 COMPLETED	CR10-008096-0000-05	EDINGTON, AUSTIN 8096 CRAPO ST	04/20/22 04/20/22	FINAL READ
FNRD22-2044 COMPLETED	WA10-007455-0000-13	IDEAL LIVING HOMES LLC 7455 WADE ST	04/19/22 04/19/22	FINAL READ
SI-000061 COMPLETED	GR20-007445-0000-06	GROVE STREET WEST 7445 GROVE ST	04/19/22 04/19/22	SIGNS
DAPU22-0042 COMPLETED	EL10-003434-0000-01	ISAGUIRRE, ANDREW 3434 ELMS RD	04/20/22 04/20/22	DEAD ANIMAL PICK UP
22-000037 COMPLETED	LI10-004252-0000-02	GAGNON, IRENEE 4252 LINDSEY DR	04/20/22 04/20/22	WATER LEAK
GWO22-0646 COMPLETED	CI10-008095-0000-01	PERKINS LIBRARY 8095 CIVIC DR	04/20/22 04/20/22	GENERIC WORK ORDER
LNDS22-0164 COMPLETED	EL10-004084-0000-02	SIMMS, NATALIE 4084 ELMS RD	04/20/22 04/26/22	LANDSCAPING
CBRP22-0020 COMPLETED	NO10-009193-0000-01	SOWA, JEAN 9193 NORBURY DR	04/21/22 04/21/22	CATCH BASIN REPAIR
FNRD22-2045 COMPLETED	WO10-005227-0000-02	SCHOENFIELD, LOGAN 5227 WORCHESTER DR	04/25/22 04/25/22	FINAL READ
GWO22-0647	EL10-004125-0000-01	ELMS PARK	04/25/22	GENERIC WORK ORDER

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
COMPLETED		4125 ELMS RD	04/26/22	
SWLK22-0020	CH10-009093-0000-01	SHELTON, LARRY	04/25/22	SIDEWALK REPAIR
COMPLETED		9093 CHELMSFORD DR	05/03/22	
FNRD22-2046	CH10-009033-0000-01	SPOHN, CHAD	04/25/22	FINAL READ
COMPLETED		9033 CHELMSFORD DR	04/25/22	
FNRD22-2047	PA10-007201-0000-02	SERGES, ERIC	04/25/22	FINAL READ
COMPLETED		7201 PARK RIDGE PKY	04/25/22	
RPLR22-0043	JI10-009284-0000-03	TURNER, TRINA	04/25/22	REPLACE READER
COMPLETED		9284 JILL MARIE LN	04/25/22	
READ22-0918	WO10-005142-0000-03	HERALD, LORI	04/26/22	READ METER
COMPLETED		5142 WORCHESTER DR	04/26/22	
GWO22-0648	CB10-003445-0000-01	WILLSEY, DEWAYNE	04/26/22	GENERIC WORK ORDER
COMPLETED		3445 CAMBRIDGE ST	04/26/22	
CKME22-0496	CH20-009040-0000-03	HUFFMAN, KEVIN	04/28/22	CHECK METER
COMPLETED		9040 CHESTERFIELD DR	04/28/22	
WOFF22-2440	BI10-005167-0000-03	PAQUETTE, TIMOTHY	04/27/22	WATER TURN OFF
CANCELLED		5167 BIRCHCREST DR	04/27/22	
WOFF22-2441	CA10-008342-0000-11	HOGAN, ROBERT	04/27/22	WATER TURN OFF
CANCELLED		8342 CAPPY LN	04/29/22	
WOFF22-2442	CE10-009295-0000-07	HINKLEY, TOM & BRANDY	04/27/22	WATER TURN OFF
CANCELLED		9295 CEDAR CREEK CT	04/27/22	
WOFF22-2443	CE10-009263-0000-09	SMITH, ALLISON	04/27/22	WATER TURN OFF
CANCELLED		9263 CEDAR CREEK CT	04/27/22	
WOFF22-2444	CE10-009265-0000-10	FRITZLER, SELENA	04/27/22	WATER TURN OFF
CANCELLED		9265 CEDAR CREEK CT	04/27/22	
WOFF22-2445	CE10-009267-0000-08	JESME, JOHN	04/27/22	WATER TURN OFF
COMPLETED		9267 CEDAR CREEK CT	04/28/22	
WOFF22-2446	CR10-008051-0000-09	CONGDON, WILLIAM	04/27/22	WATER TURN OFF
CANCELLED		8051 CRAPO ST	04/27/22	
WOFF22-2447	DO10-005267-0000-11	DELGADO, CASEY	04/27/22	WATER TURN OFF
COMPLETED		5267 DON SHENK DR	04/27/22	
WOFF22-2448	DO10-005321-0000-07	HEINZ, JENNIFER	04/27/22	WATER TURN OFF
CANCELLED		5321 DON SHENK DR	04/27/22	
WOFF22-2449	DU10-005307-0000-03	PATON, SCOTT	04/27/22	WATER TURN OFF
COMPLETED		5307 DURWOOD DR	04/27/22	
WOFF22-2450	FA10-005111-0000-20	BLANKENSHIP, KATIE	04/27/22	WATER TURN OFF
COMPLETED		5111 FAIRCHILD ST	04/27/22	
WOFF22-2451	GR10-005331-0000-09	FISHER, JASON	04/27/22	WATER TURN OFF
COMPLETED		5331 GREENLEAF DR	04/27/22	
WOFF22-2452	HT10-003431-0000-05	BALLARD, GARY	04/27/22	WATER TURN OFF
COMPLETED		3431 HERITAGE BLVD	04/27/22	
WOFF22-2453	IN10-008211-0000-07	JACOBS, STEVEN P	04/27/22	WATER TURN OFF
CANCELLED		8211 INGALLS ST	04/27/22	

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
WOFF22-2454 COMPLETED	MI10-007287-0000-05	JAQUES, JAMES 7287 MILLER RD	04/27/22 04/27/22	WATER TURN OFF
WOFF22-2455 COMPLETED	WI10-005200-0000-10	CALDWELL, TIM 5200 WINSHALL DR	04/27/22 04/27/22	WATER TURN OFF
FNRD22-2048 COMPLETED	MI10-008231-0000-06	WARDBIN, LLC 8231 MILLER RD	04/29/22 04/29/22	FINAL READ
MNT22-0380 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	04/27/22 04/27/22	BUILDING MAINTENAI
WTON22-1411 COMPLETED	HT10-003431-0000-05	BALLARD, GARY 3431 HERITAGE BLVD	04/28/22 04/28/22	WATER TURN ON
WTON22-1412 COMPLETED	DU10-005307-0000-03	PATON, SCOTT 5307 DURWOOD DR	04/28/22 04/28/22	WATER TURN ON
WTON22-1413 COMPLETED	FA10-005111-0000-20	BLANKENSHIP, KATIE 5111 FAIRCHILD ST	04/28/22 04/28/22	WATER TURN ON
WOFF22-2456 COMPLETED	DO10-005267-0000-11	DELGADO, CASEY 5267 DON SHENK DR	04/28/22 04/28/22	WATER TURN ON
WTON22-1414 COMPLETED	GR10-005331-0000-09	FISHER, JASON 5331 GREENLEAF DR	04/28/22 04/28/22	WATER TURN ON
FNRD22-2049 COMPLETED	WI10-005185-0000-13	SMOLENSKI, MICHAEL 5185 WINSHALL DR	04/28/22 04/28/22	FINAL READ
WTON22-1415 COMPLETED	WI10-005200-0000-10	CALDWELL, TIM 5200 WINSHALL DR	04/28/22 04/28/22	WATER TURN ON
FNRD22-2050 COMPLETED	ST10-006235-0000-03	IRWIN, CHRISTINA 6235 ST CHARLES PASS	04/29/22 04/29/22	FINAL READ
FNRD22-2051 COMPLETED	WO10-005192-0000-01	MORRISON, PAUL W 5192 WORCHESTER DR	04/29/22 04/29/22	FINAL READ
WTON22-1416 COMPLETED	CE10-009267-0000-08	JESME, JOHN 9267 CEDAR CREEK CT	04/29/22 04/29/22	WATER TURN ON

Total Records: 77

Report Generated: 5/2/2022 6:09 PM

Report Options: Scheduled From: 4/1/2022 To: 4/30/2022

City of Swartz Creek

Building Permit List

2022

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction	
Building								
PB2200003	04/07/22	Renewal by Andersen	(734) 237 1065	58-36-651-204	\$16,251	\$184.00 7409 CROSSCREEK DR	48473-Res Add/Alter/Repair	
PB2200008	04/07/22	Home Pro Roofing	(810) 223 3001	58-36-527-014	\$0	\$100.00 7064 PARK RIDGE PKWY	48473-Roofing	
PB2200010	04/06/22	Hanson's Window & Constructi	(248) 581 3030	58-02-526-049	\$28,380	\$270.00 5098 MC LAIN ST	48473-Siding	
PB2200011	04/07/22	Home Pro Roofing	(810) 223 3001	58-36-529-019	\$12,473	\$100.00 7129 PARK RIDGE PKWY	48473-Roofing	
PB2200012	04/07/22	Home Pro Roofing	(810) 223 3001	58-36-529-032	\$12,545	\$100.00 4186 BIRCH LN	48473-Roofing	
PB2200013	04/13/22	Home Pro Roofing	(810) 223 3001	58-36-527-004	\$0	\$100.00 4197 SILVER MAPLE LN	48473-Roofing	
PB2200014	04/18/22	Home Pro Roofing	(810) 223 3001	58-36-528-013	\$0	\$100.00 4166 RED OAK LN	48473-Roofing	
PB2200015	04/18/22	Home Pro Roofing	(810) 223 3001	58-36-528-015	\$0	\$100.00 7121 PARK RIDGE PKWY	48473-Roofing	
PB2200017	04/18/22	Lockhart Roofing Co.	(810) 235 9866	58-02-502-011	\$0	\$100.00 5176 WORCHESTER DR	48473-Roofing	
PB2200018	04/18/22	Lockhart Roofing Co.	(810) 235 9866	58-30-651-031	\$0	\$100.00 3460 HERITAGE BLVD	48473-Roofing	
Total:		10 Permits	Value: \$69,649		Fee Total: \$1,254.00		Total Number of Dwelling Units	0

Electrical								
PE2200005	04/19/22	GROVE STREET WEST LLC		58-01-502-110	\$0	\$140.00 7445 GROVE ST	48473-Electrical	
PE2200006	04/25/22	Randall Macdonald	(810) 230 6445	58-01-100-047	\$0	\$136.00 8021 MILLER RD	48473 Electrical	
Total:		2 Permits	Value: \$0		Fee Total: \$276.00		Total Number of Dwelling Units	0

Mechanical							
PM220009	04/07/22	SIG Heating & Cooling	(810) 820 4604	58-03-531-004	\$0	\$195.00 9214 CHESTERFIELD DR	48473-Mechanical
PM220010	04/27/22	Holland Heating & Cooling	(810) 653 4328	58-02-501-086	\$0	\$160.00 5059 WINSTON DR	48473-Mechanical
PM220011	04/28/22	Staley's Plbg & Htg, Inc.	(810) 659 5572	58-02-528-010	\$0	\$190.00 5026 FORD ST	48473-Mechanical

05/02/22

City of Swartz Creek Building Permit List

2022

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
Total:		3 Permits	Value: \$0		Fee Total: \$545.00	Total Number of Dwelling Units 0	
Plumbing							
PP220006	04/19/22	Goyette Mechanical	(810) 742 8530	58-36-529-021	\$0	\$152.00 4187 MOUNTAIN ASH LN	48473-Plumbing
PP220008	04/18/22	Blessing Co.	(810) 694 4861	58-36-200-021	\$0	\$134.00 7197 BRISTOL RD	48473-Plumbing
PP220009	04/25/22	Blessing Co.	(810) 694 4861	58-03-626-023	\$0	\$134.00 9141 LUEA LN	48473-Plumbing
Total:		3 Permits	Value: \$0		Fee Total: \$420.00	Total Number of Dwelling Units 0	
Right of Way							
PROW-0226	04/11/22	CONSUMERS ENERGY COR		58-02-529-012	\$0	\$100.00 5058 MORRISH RD	48473-Right of way
PROW-0227	04/13/22	Comcast Corporation		58-01-501-005	\$0	\$100.00 7449 MILLER RD	48473-Right of way
Total:		2 Permits	Value: \$0		Fee Total: \$200.00	Total Number of Dwelling Units 0	
Sidewalk							
PSW22-0003	04/18/22	CAPPS, JASON		58-02-503-084	\$0	\$25.00 5116 WINSHALL DR	48473-Sidewalk
Total:		1 Permits	Value: \$0		Fee Total: \$25.00	Total Number of Dwelling Units 0	
Zoning							
PZ22-0001	04/14/22	TQ HOLDINGS, LLC		58-35-400-001	\$0	\$25.00 4290 MORRISH RD	48473-Miscellaneous

City of Swartz Creek Building Permit List 2022

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
PZ22-0002	04/07/22	Midway Signs, Inc.	(989) 754 0467	58-31-100-025	\$850	4237 ELMS RD	48473-Sign
PZ22-0007	04/11/22	TIMLIN, THOMAS	(810) 701 0269	58-36-577-025	\$1,000	7197 MILLER RD	48473-Shed
PZ22-0008	04/13/22	HARVEY, JOHN & TARA		58-36-527-002	\$6,675	4177 SILVER MAPLE LN	48473-Fence
PZ22-0009	04/13/22	HARVEY, JOHN & TARA		58-36-527-002	\$2,200	4177 SILVER MAPLE LN	48473-Shed
PZ22-0010	04/25/22	Sign A Rama	(810) 230 6445	58-01-100-047	\$8,300	8021 MILLER RD	48473 Sign
PZ22-0011	04/26/22	AIS Installation	(586) 274 9100	58-03-528-019	\$15,961	9064 CHELMSFORD DR	48473-Fence
Total:		7 Permits		Value: \$34,986		Fee Total: \$355.00	Total Number of Dwelling Units 0

Permit Total: 28 Value: \$104,635 Fee Total: \$3,075.00

Permit.DateIssued Between 4/1/2022 12:00:00 AM AND 4/30/2022 11:59:59 PM

Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
9271 CEDAR CREEK CT	58-03-627-005	Initial	04/04/2022	04/04/2022	Complied
5482 MILLER RD	58-29-551-003	Status	04/05/2022	04/05/2022	Complied
4517 GATEWAY BLVD	58-35-300-020	Status	04/05/2022	04/05/2022	Complied
5228 BIRCHCREST DR	58-03-531-116	Final	04/05/2022	04/05/2022	Locked Out
4446 MORRISH RD	58-35-677-001	Rough	04/05/2022	04/05/2022	Disapproved
4448 MORRISH RD	58-35-677-002	Rough	04/05/2022	04/05/2022	Disapproved
4450 MORRISH RD	58-35-677-003	Rough	04/05/2022	04/05/2022	Disapproved
4446 MORRISH RD	58-35-677-001	Rough	04/05/2022	04/05/2022	Disapproved
4448 MORRISH RD	58-35-677-002	Rough	04/05/2022	04/05/2022	Disapproved
4450 MORRISH RD	58-35-677-003	Rough	04/05/2022	04/05/2022	Disapproved
4446 MORRISH RD	58-35-677-001	Rough	04/05/2022	04/05/2022	Approved
4448 MORRISH RD	58-35-677-002	Rough	04/05/2022	04/05/2022	Approved
4450 MORRISH RD	58-35-677-003	Rough	04/05/2022	04/05/2022	Approved
6299 BRISTOL RD	58-31-100-036	Site Inspection	04/06/2022	04/06/2022	No Violation
5169 WORCHESTER DR	58-02-502-023	Final	04/06/2022	04/06/2022	Approved
4446 MORRISH RD	58-35-677-001	Rough-Reinspection	04/06/2022	04/06/2022	Approved
4448 MORRISH RD	58-35-677-002	Rough-Reinspection	04/06/2022	04/06/2022	Approved
4450 MORRISH RD	58-35-677-003	Rough-Reinspection	04/06/2022	04/06/2022	Approved
9288 CHESTERFIELD DR	58-03-531-015	Final Zoning	04/07/2022	04/07/2022	Approved
7100 ABBEY LN	58-36-526-056	Final-Pictures Sent	04/07/2022	04/11/2022	Approved
5393 DON SHENK DR	58-03-579-013	Status	04/11/2022	04/11/2022	Complied
8230 CRAPO ST	58-02-200-036	Walk Thru with Fire	04/11/2022	04/11/2022	Canceled
4062 MORRISH RD	58-35-200-005	Status	04/12/2022		
9220 YOUNG DR	58-03-531-149	Status	04/12/2022	04/12/2022	Complied
8002 MILLER RD	58-35-576-049	Status	04/12/2022	04/12/2022	Partially Complied
5023 WINSTON DR	58-02-501-081	Final Zoning	04/12/2022	04/12/2022	Approved
5392 MILLER RD	58-29-551-009	Ordinance	04/12/2022	04/12/2022	Violation(s)
4315 ELMS RD	58-31-551-005	Site Inspection	04/12/2022		
4301 ELMS RD	58-31-551-006	Site Inspection	04/12/2022	04/12/2022	No Violation
7030 MILLER RD	58-36-576-015	Site Inspection	04/12/2022		
4220 ELMS RD	58-36-200-016	Site Inspection	04/12/2022		
8024 MILLER RD	58-35-576-043	Site Inspection	04/12/2022		
8060 MILLER RD	58-35-576-029	Site Inspection	04/12/2022		
9091 MILLER RD	58-03-200-002	Site Inspection	04/12/2022		
7064 PARK RIDGE PKWY	58-36-527-014	Final	04/12/2022	04/12/2022	Approved
4260 ALEX MARIN DR	58-36-676-090	Backfill	04/12/2022	04/12/2022	Approved

Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
4196 LOCUST LN	58-36-527-023	Final	04/12/2022	04/12/2022	Approved
5337 SEYMOUR RD	58-03-533-026	Site Inspection	04/13/2022	04/13/2022	No Violation
7100 ABBEY LN	58-36-526-056	Final-Reinspection	04/13/2022	04/13/2022	Approved
8033 INGALLS ST	58-02-529-023	Status	04/14/2022	04/14/2022	Partially Compliant
5392 MILLER RD	58-29-551-009	Status	04/14/2022	04/14/2022	Complied
8230 CRAPO ST	58-02-200-036	Stoops	04/14/2022	04/14/2022	Approved
4165 MORRISH RD	58-36-751-001	Status	04/14/2022	04/14/2022	Partially Approved
4446 MORRISH RD	58-35-677-001	Rough	04/14/2022	04/14/2022	Disapproved
4446 MORRISH RD	58-35-677-001	Rough	04/14/2022	04/14/2022	Disapproved
4446 MORRISH RD	58-35-677-001	Rough	04/14/2022	04/14/2022	Disapproved
5180 GREENLEAF DR	58-03-533-071	Final Zoning	04/18/2022	04/18/2022	Disapproved
7193 RUSSELL DR	58-36-676-085	Post Hole	04/18/2022	04/18/2022	Approved
6005 MILLER RD	58-32-100-001	Progress	04/18/2022	04/18/2022	Not Ready
7179 RUSSELL DR	58-36-676-083	Post Hole	04/18/2022	04/18/2022	Approved
4289 ALEX MARIN DR	58-36-676-099	Post Hole	04/18/2022	04/18/2022	Approved
8210 MILLER RD	58-35-400-011	Site Inspection	04/19/2022	04/19/2022	Violation(s)
4354 ELMS RD	58-36-577-012	Status	04/21/2022	04/21/2022	Partially Compliant
7224 PARK RIDGE PKWY	58-36-530-015	Status	04/21/2022	04/21/2022	Partially Compliant
1 DRAGON DRIVE	58-02-100-006	Above Ceiling-West	04/21/2022	04/21/2022	Approved
9214 CHESTERFIELD DR	58-03-531-004	Final	04/21/2022	04/21/2022	Approved
7221 PARK RIDGE PKWY	58-36-530-002	Final	04/21/2022	04/21/2022	Approved
4273 SPRINGBROOK DR	58-36-651-195	Final	04/21/2022	04/21/2022	Approved
4446 MORRISH RD	58-35-677-001	Rough-Reinspection	04/21/2022	04/21/2022	Approved
7445 GROVE ST	58-01-502-110	Final	04/21/2022	04/21/2022	Approved
8002 MILLER RD	58-35-576-049	Status	04/26/2022		
4035 ELMS RD	58-31-501-004	Ordinance	04/26/2022	04/26/2022	No Violation
6509 BRISTOL RD	58-31-501-007	Ordinance	04/26/2022	04/26/2022	Violation(s)
8119 BRISTOL RD	58-35-200-009	Final	04/26/2022	04/26/2022	Approved
4187 MOUNTAIN ASH LN	58-36-529-021	Rough	04/26/2022	04/26/2022	Approved
9056 CHELMSFORD DR	58-03-528-018	Final	04/26/2022	04/26/2022	Approved
7129 PARK RIDGE PKWY	58-36-529-019	Final	04/26/2022	04/26/2022	Approved
4279 ALEX MARIN DR	58-36-676-098	Footing	04/26/2022	04/26/2022	Approved
4289 ALEX MARIN DR	58-36-676-099	Footing porch	04/26/2022	04/26/2022	Approved
9279 CEDAR CREEK CT	58-03-627-008	Follow Up	04/26/2022	04/26/2022	Locked Out
8231 MILLER RD	58-02-526-031	Initial	04/27/2022	04/27/2022	Locked Out
9279 CEDAR CREEK CT	58-03-627-008	Follow Up	04/27/2022	04/27/2022	Complied

Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
8033 INGALLS ST	58-02-529-023	Status	04/28/2022		
5026 HOLLAND DR 1	58-02-529-007	Ordinance	04/28/2022		
5019 HAYES ST	58-02-529-006	Ordinance	04/28/2022		
6280 MILLER RD	58-31-200-006	Final Zoning	04/28/2022	04/28/2022	Approved
5180 GREENLEAF DR	58-03-533-071	Final Zoning	04/28/2022	04/28/2022	Approved
8138 MILLER RD	58-35-576-060	Insulation	04/28/2022	04/28/2022	Approved
5300 OAKVIEW DR	58-03-200-006	Final	04/28/2022	04/28/2022	Approved
4446 MORRISH RD	58-35-677-001	Insulation All 3 units	04/28/2022	04/28/2022	Approved

Inspections: 80

Population: All Records

Inspection.DateTimeScheduled Between 4/1/2022 12:00:00 AM AND 4/30/2022 11:59:59 PM

Certificates With Inspections

05/02/2022

Certificate Number	Address	Date Applied	Since	Issued	Last Inspection	Expires	Status
CR220009	5259 DURWOOD DR	04/25/2022	04/25/2022	04/25/2022		04/25/2024	Suspended
Initial	JKEY	Corey Jarbeau	Scheduled				
CR220010	9033 CHELMSFORD DR	04/25/2022	04/25/2022	04/25/2022		04/25/2024	Suspended
Initial	JKEY	Corey Jarbeau	Scheduled				
CR220011	5354 MILLER RD	04/27/2022	04/27/2022	04/27/2022		04/27/2024	Suspended
Initial	JKEY	Corey Jarbeau	Scheduled				

Population: All Records

Record Count: 3

Certificate.DateIssued Between 4/1/2022 12:00:00 AM
AND 4/30/2022 11:59:59 PM

Enforcements By Category

05/02/22

ZONING

Enforcement Number	Address	Status	Filed	Closed
E22-067	5337 SEYMOUR RD	No Violation	04/13/22	04/13/22
			Total Entries: 1	

BLIGHT

Enforcement Number	Address	Status	Filed	Closed
E22-069	4035 ELMS RD	No Violation	04/25/22	04/26/22
E22-070	6509 BRISTOL RD	Violation	04/25/22	
E22-071	5026 HOLLAND DR 1	Inspection Pending	04/27/22	
E22-072	5019 HAYES ST	Inspection Pending	04/27/22	
			Total Entries: 4	

BUILDING VIOLATIONS

Enforcement Number	Address	Status	Filed	Closed
E22-058	6299 BRISTOL RD	No Violation	04/06/22	04/06/22
			Total Entries: 1	

PARKING

Enforcement Number	Address	Status	Filed	Closed
E22-068	8210 MILLER RD	Violation	04/14/22	
			Total Entries: 1	

SP NON-COMPLIANCE

Enforcement Number	Address	Status	Filed	Closed
E22-060	4315 ELMS RD	Inspection Pending	04/12/22	
E22-061	4301 ELMS RD	Closed	04/12/22	04/12/22
E22-062	City Council Packet 7030 MILLER RD	Inspection Pending	04/12/22	

Enforcements By Category

05/02/22

E22-063	4220 ELMS RD	Inspection Pending	04/12/22
E22-064	8024 MILLER RD	Inspection Pending	04/12/22
E22-065	8060 MILLER RD	Inspection Pending	04/12/22
E22-066	9091 MILLER RD	Inspection Pending	04/12/22

Total Entries: 7

WATER DISCHARGE

Enforcement Number	Address	Status	Filed	Closed
E22-059	5392 MILLER RD	Closed	04/11/22	04/14/22

Total Entries: 1

Total Records: 15

Population: All Records

Enforcement.DateFiled Between 4/1/2022 12:00:00 AM AND 4/30/2022 11:59:59 PM

Metro Police Authority Offense Summary

For Swartz Creek

Occurred 4/1/2022 - 4/30/2022

Offense	Total Offenses
1171 - 11001 - CSC First (1st) Degree -Penetration Penis/Vagina	1
1305 - 13002 - Aggravated/Felonious Assault - Non-Family - Other Weapon	1
1313 - 13001 - Assault and Battery/Simple Assault	3
1380 - 13003 - Telephone Used for Harassment, Threats	2
1384 - 13003 - Computer/Internet Used for Harassment, Threats	1
2309 - 23007 - Larceny - From Yards (Grounds surrounding a building)	1
2404 - 24001 - Vehicle Theft	1
2608 - 26005 - Fraud by Wire	1
2693 - 26006 - Uttering and Publishing Check	1
2902 - 29000 - Damage to Property - Private Property	2
3078 - 30002 - Retail Fraud Theft 3rd Degree	1
3802 - 38001 - Cruelty Toward Child/Nonviolent	1
5015 - 50000 - Failure to Appear	1
8271 - 54003 - Traffic - No Operators License	2
8273 - 54003 - Traffic - Driving on Susp/Revoked/Refused License	2
8280 - 54003 - Traffic - No Proof of Insurance	1
8328 - 54003 - Motor Vehicle Violation	4
9908 - 92004 - Civil Custodies - Insanity (Mental)	1
9910 - 93001 - Traffic, Non-Criminal - Accident	10
9911 - 93002 - Traffic, Non-Criminal - Non-Traffic Accident	2
9953 - 99008 - Miscellaneous - General Assistance	2
Total	41



JEFFREY S. ARONOFF
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Detroit, Michigan 48226
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FAX (313) 496-7500
www.millercanfield.com

April 18, 2022

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

Re: ***City of Swartz Creek –Bonds for Road System Improvements***

Dear Adam:

We are delighted to serve the City of Swartz Creek (the “City”) as bond counsel in connection with the proposed issuance of bonds (the “Bonds”) for various capital improvements in the City, including road system improvements. You may be assured of our prompt and complete attention to this financing. It is our practice when beginning work on a new matter to send an engagement letter like this which sets forth the scope of our services as bond counsel and the nature of our compensation.

Bond Counsel’s Role

Bond counsel is engaged as a recognized expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of the Bonds. Our approving legal opinion with respect to the Bonds will be executed and delivered by us in written form on the date the Bonds are exchanged for their purchase price, and will be based upon facts and law existing as of its date. In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and by other persons furnished to us without undertaking independent verification of the information contained in the proceedings and certifications.

In performing our services as bond counsel, our client is the City and we will represent its interests. However our representation of the City does not alter our responsibility to render an objective opinion as bond counsel. Upon delivery of the opinion our responsibilities as bond counsel will be concluded with respect to the Bonds.

Scope of Bond Counsel Services – What We Will Do

As bond counsel, we would provide the following services customarily performed by bond counsel respecting the authorization, sale, issuance and delivery of the Bonds:

1. Consult with City officials and others to explain the legal nature of the proposed borrowing, the City's power to borrow and the limitations on that power, and consult with City officials in the design of the bonding program and timing schedules.
2. Prepare all of the resolutions, notices, agreements, and other documents necessary to authorize, issue and deliver the Bonds. We also would assist the City in preparing applications to the Michigan Department of Treasury, if necessary, for approval to issue the Bonds.
3. Examine the tax issues related to the Bonds (done by an attorney specializing in the requirements of the Internal Revenue Code as they apply to municipal tax-exempt bonds) to assure that all requirements of the Internal Revenue Code are complied with and that any adverse tax consequences are minimized.
4. Prepare the bond form for printing definitive bonds for delivery to the purchaser or underwriter. We will also participate in the sale and delivery of the Bonds to the purchaser or underwriter in order to handle legal matters that may arise at those times.
5. Give the approving opinion as to validity and enforceability of the Bonds and their authorizing documents and as to the excludability of the interest on the Bonds from federal and state income taxation.

Our professional responsibilities as attorneys in this matter will be limited to interpretations of law and other legal issues and the drafting of legal documents. We are not registered municipal advisors under the federal Dodd-Frank Act and therefore we will not assume the responsibilities of a municipal finance advisor or the professional responsibilities of any other advisor with respect to non-legal matters. We understand that the City will engage Baker Tilly as financial advisor for the Bonds.

Additional Services

We believe that the above services encompass the normal scope of bond counsel activities. Because we are not the City's general counsel, our engagement in this matter is not an undertaking at this time to represent the City or its interests in any other matters for which we are not separately engaged.

Our services as bond counsel do not include activities outside of that norm, such as review of construction contracts, condemnation, title issues or recording deeds involved in land acquisition, representation of the City in litigation or administrative proceedings that might arise in connection with the Bonds. In the event that serious matters or matters outside the norm arise in these areas, we would provide you at that time with a fee quote for such additional services.

Our engagement does not include any obligation to monitor compliance with the federal tax requirements found in the Internal Revenue Code of 1986 (the "Code") and applicable to the

Bonds, including the rebate requirements of Code Section 148(f), if applicable, as described in an exhibit attached to the Nonarbitrage and Tax Compliance Certificate that the City will execute in connection with the issuance of the Bonds, or in connection with any audit or examination of the Bonds by the Internal Revenue Service. However, we would be available to assist with rebate calculations or any audit or examination as a separate engagement.

Conflict of Interest Policy

Our firm is one of the largest in Michigan. In addition to having the largest public finance practice in the State, our attorneys represent a great many clients and our practice is in many different legal areas. At one time or another, our firm has represented nearly every large and many smaller commercial and investment banks and other bond purchasers that do business in Michigan.

We are not representing and do not intend to represent any other party in this financing. We do not believe that our representation in unrelated matters of the various other parties both in and out of the municipal area will affect our ability to serve the City as bond counsel.

Because we are a large firm with many clients we may be asked to represent a client in a matter adverse to the City. We, of course, would decline to represent any client in a matter involving the City that would conflict with our services to the City as bond counsel for the above issue. Moreover, before we would represent a client adverse to the City in any area not involving the bond issue, we would advise the City before undertaking such representation.

Since the Bonds have not yet been offered for sale, the actual purchaser or underwriter of the Bonds (the "Purchaser") cannot be identified at this time. We wish to point out that it is possible that the eventual Purchaser will be a bank or other financial institution that has been or is a client of this firm with respect to matters unrelated to the Bonds. We do not believe our representation of the City will be either: (i) materially limited by the Purchaser being our client on unrelated matters, or (ii) directly adverse to the Purchaser under these circumstances since (a) the terms of the Bonds, the official statement or request for proposals, the Bond resolution and our opinion will have been established prior to the acceptance of the Purchaser's bid or offer to purchase the Bonds, (b) the terms of said documents will not be modified in any material manner following the sale of the Bonds, and (c) all that remains to be completed subsequent to the Bond sale is the delivery of the Bonds to the Purchaser in accordance with the terms of the proposal accepted by the City.

Fees

The final size, composition and timing of the Bonds has not yet been determined. Once the timing and amount of the project is identified and method of sale are determined, we will be able to give you a firm quote for our fees as bond counsel as described above and an estimate of our fees for any additional services. As you are aware, our customary practice is to submit our

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

Adam Zettel, AICP

-4-

April 18, 2022

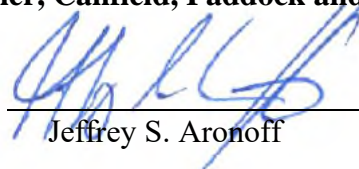
invoice for payment at the time of the delivery of the Bonds to be paid from the proceeds of the Bonds.

We welcome this opportunity to be of service to the City and look forward to working with you. If you have any questions regarding this letter, please give me a call.

Very truly yours,

Miller, Canfield, Paddock and Stone, P.L.C.

By: _____



Jeffrey S. Aronoff

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JEFFREY S. ARONOFF
TEL (313) 496-7678
FAX (313) 496-7500
E-MAIL aronoff@millercanfield.com

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150 West Jefferson, Suite 2500
Detroit, Michigan 48226
TEL (313) 963-6420
FAX (313) 496-7500
www.millercanfield.com

April 18, 2022

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

Re: ***City of Swartz Creek –Bonds for Water System Improvements (USDA)***

Dear Adam:

We appreciate the opportunity to serve the City Swartz Creek (the “City”) as bond counsel in connection with the City’s water system improvements to be financed through the USDA. office of Rural Development loan program. We value highly our relationship with the City and you may be assured of our prompt and complete attention to this financing. It is our practice when beginning work on a new matter to send an engagement letter like this which sets forth the scope of our services as bond counsel, our conflict of interest policy, and the nature of our compensation.

Bond Counsel’s Role

The role of bond counsel was created a century ago in response to requests from prospective purchasers of municipal bonds for an independent opinion about the legality and validity of bonds issued by local governments. Over the years, bond counsel’s role has expanded to include advising issuers on the means available to finance public improvements and passing upon the tax status of interest paid to bondholders, to cite two examples. These days bond counsel prepares most of the documentation related to a bond financing and leads the bond issuer through the process of issuing bonds.

In performing our services as bond counsel, our client is the City and we will represent its interests. However, our representation of the City does not alter our responsibility to render an objective opinion as bond counsel. Upon delivery of the opinion our responsibilities as bond counsel will be concluded with respect to the Bonds.

Scope of Bond Counsel Services – What We Will Do

Bond counsel is engaged as a recognized expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of the Bonds. Our approving legal opinion with respect to the Bonds will be executed and delivered by us in written form on the date the Bonds are exchanged for their purchase price, and will be based upon facts and law existing as of its date. In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking independent verification of the information contained in the proceedings and certifications.

Our services will consist of preparation or review of the resolutions, notices, ordinances, certificates, closing documents and related material necessary to authorize, issue and deliver the Bonds. These services are separate from those provided by the City’s attorney. The City’s attorney will be reviewing all of the Rural Development paperwork, the engineering and construction contracts, working up all of the property/title work and in general advising the City with respect to the project itself. Miller Canfield’s work focuses on the bond issue exclusively.

Our professional responsibilities as attorneys in this matter will be limited to interpretations of law and other legal issues and the drafting of legal documents. We are not registered municipal advisors under the federal Dodd-Frank Act and therefore we will not assume the responsibilities of a municipal finance advisor or the professional responsibilities of any other advisor with respect to non-legal matters.

Additional Services

We believe that the above services encompass the normal scope of bond counsel activities. Our services as bond counsel do not include activities outside of the scope of activities described above. Review of construction contracts, land acquisition, or representation of the City in litigation or administrative proceedings that might arise in connection with the Bonds are beyond the scope of our role as bond counsel. In the event that serious matters or matters outside the norm arise in these areas, we would provide you at that time with a fee quote for such additional services.

Our engagement does not include any obligation to monitor compliance with the federal tax requirements found in the Internal Revenue Code of 1986 (the “Code”) and applicable to tax-exempt bonds, including the rebate requirements of Code Section 148(f) as described in an exhibit attached to the Nonarbitrage and Tax Compliance Certificate that the City will execute in connection with the issuance of the Bonds, if issued on a tax-exempt basis. Our engagement as bond counsel also does not include representation of the City in connection with any audit or examination of the Bonds by the Internal Revenue Service. However, we

are available to assist with rebate calculations or any audit or examination as a separate engagement.

Conflict of Interest Policy

Our firm is one of the largest in Michigan. In addition to having the largest public finance practice in the State, our attorneys represent a great many clients and our practice is in many different legal areas. At one time or another our firm has represented nearly every large and many smaller commercial and investment banks and other bond purchasers that do business in Michigan.

We are not representing and do not intend to represent any other party in this financing. We do not believe that our representation in unrelated matters of the various other parties both in and out of the municipal area will affect our ability to serve the City as bond counsel.

Because we are a large firm with many clients we are asked occasionally to represent a client in a matter adverse to the City. We, of course, would decline to represent any client in a matter involving the City that would conflict with our services to the City as bond counsel for the above issue. Moreover, before we would represent a client adverse to the City in any area not involving the bond issue, we would advise the City before undertaking such representation.

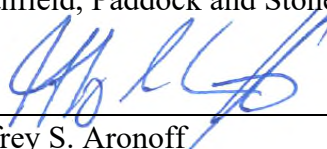
Fees

The final size, composition and timing of the Bonds has not yet been determined. Once the timing and amount of the project is identified, we will be able to give you a firm quote for our fees as bond counsel as described above and an estimate of our fees for any additional services. As you are aware, our customary practice is to submit our invoice for payment at the time of the delivery of the Bonds to be paid from the proceeds of the Bonds.

We welcome this opportunity to be of service to the City and look forward to working with you. If you have any questions regarding this letter, please give me a call.

Very truly yours,

Miller, Canfield, Paddock and Stone, P.L.C.

By: 
Jeffrey S. Aronoff



MUNICIPAL ADVISORS

Baker Tilly Municipal Advisors, LLC
2852 Eyde Pkwy, Ste 150
East Lansing, MI 48823
United States of America

T: +1 (517) 321 0110
bakertilly.com

May 3, 2022

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

RE: Engagement Letter Agreement Related to Services – 2023 Street Bonds

This letter agreement (the “Engagement Letter”) is to confirm our understanding of the basis upon which Baker Tilly Municipal Advisors, LLC (“Baker Tilly”) and its affiliates are being engaged by the City of Swartz Creek (the “Client”) to assist the Client with advisory services.

Scope, Objectives and Approach

It is anticipated that projects undertaken in accordance with this Engagement Letter will be at the request of the Client. The scope of services, additional terms and associated fee for individual engagements will be contained in the Scope Appendix to this Engagement Letter. Authorization to provide services will commence upon execution and return of this Engagement Letter.

Management's Responsibilities

It is understood that Baker Tilly will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for decisions regarding implementation of the advice or recommendations included in such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon our failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations unless the failure to detect such material errors is within the scope of the applicable engagement and/or Baker Tilly knew or should have known of such material error, subject to Baker Tilly’s applicable professional standard of care.

The ability to provide service according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client.

The responsibility for auditing the records of the Client rests with the Client’s separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.

Ownership of IP

Unless otherwise stated the Scope Appendix, subject to Baker Tilly's rights in Baker Tilly's Knowledge (as defined below), Client shall own all intellectual property rights in the deliverables developed under the applicable Scope Appendix or Appendices ("Deliverables"). Notwithstanding the foregoing, Baker Tilly will maintain all ownership right, title and interest to all Baker Tilly's Knowledge. For purposes of this Agreement "Baker Tilly's Knowledge" means Baker Tilly's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Bakery Tilly prior to the Effective Date of this Agreement or the applicable Scope Appendix or Appendices ("Baker Tilly's Preexisting Knowledge") (2) developed or obtained by Baker Tilly after the Effective Date, that are reusable from client to client and project to project, where Client has not paid for such development; and (3) extensions, enhancements, or modifications of Baker Tilly's Preexisting Knowledge which do not include or incorporate Client's confidential information. To the extent that any Baker Tilly Knowledge is incorporated into the Deliverables, Baker Tilly grants to Client a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Baker Tilly Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Baker Tilly. Additionally, Baker Tilly may maintain copies of its work papers for a period of time and for use in a manner sufficient to satisfy any applicable legal or regulatory requirements for records retention.

The supporting documentation for this engagement, including, but not limited to work papers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation or professional standards to make certain documentation available to required third parties, the Client hereby authorizes us to do so.

Timing and Fees

Specific services will commence upon execution and return of this Engagement Letter and our professional fees will be based on the rates outlined in the Scope Appendix.

Dispute Resolution

Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Engagement Letter or the applicable Scope Appendix or Appendices as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement or the applicable Scope Appendix or Appendices as shall be resolved as set forth in this section using the following procedure: In the unlikely event that differences concerning the services or fees provided by Baker Tilly should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties may pursue any legal or equitable remedies available to them.

Because a breach of any the provisions of this Engagement Letter or the applicable Scope Appendix or Appendices as concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

Limitation on Damages

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under an applicable Scope Appendix or Appendices shall not exceed (i) if Client is the at-fault-party, then the fees paid to Baker Tilly under the applicable Scope Appendix or Appendices to which the claim relates, or (ii) if Baker Tilly is the at-fault party, then a multiple of three times (3x) fees paid to Baker Tilly under the applicable Scope Appendix except to the extent finally determined to have resulted from the legally determined negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, to the extent permitted by law, in no event shall either party be liable to the other for any lost profits, lost business opportunity, lost data, consequential, special, exemplary or punitive damages arising out of or related to this Engagement Letter or the applicable Scope Appendix or Appendices even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within the applicable statute of limitations.

Other Matters

In the event Baker Tilly is requested by the Client to produce its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is neither a party to the proceeding in which the information is sought nor Baker Tilly's Services are at issue, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses incurred in responding to such a request.

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the 'written consent of the other part. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

In the event that any provision of this Engagement Letter or statement of work contained in a Scope Appendix hereto is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Engagement Letter or statement of work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Engagement Letter would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

Termination

Both the Client and the Baker Tilly have the right to terminate this Engagement Letter or any work being done under the Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

Important Disclosures

Incorporated as Attachment A and part of this Engagement Letter are important disclosures. These include disclosures that apply generally and those that are applicable in the event Baker Tilly is engaged to provide municipal advisory services.

This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. Both parties acknowledge that work performed pursuant to the Engagement Letter will be done through Scope Appendices executed and made a part of this document.

Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto.

If this Engagement Letter is in agreement with your understanding, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,



Andy Campbell, CPA, Director

Signature Section:

The services and terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

Name: _____
Title: _____
Date: _____

Attachment A Important Disclosures

Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly, including but not limited to Baker Tilly US, LLP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC, and Baker Tilly Investment Services, LLC, are free to render municipal advisory and other services to others and that Baker Tilly does not make its services available exclusively to the Client.

Affiliated Entities

Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Baker Tilly Investment Services, LLC ("BTIS"), a U.S. Securities and Exchange Commission ("SEC") registered investment adviser, may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTIS, but the Client shall be under no obligation to retain BTIS or to otherwise utilize BTIS relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTIS's services and adherence to Baker Tilly's fiduciary duty and/or fair dealing obligations to the Client.

Baker Tilly Capital, LLC ("BTC") Baker Tilly Capital, LLC ("BTC") is a limited service broker-dealer specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate Baker Tilly Municipal Advisors. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors ("BTMA") is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC) and the Municipal Securities Rulemaking Board ("MSRB"). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any Bonds is made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations, and will not take part in the sale thereof.

Baker Tilly, may provide services to the Client in connection with human resources consulting, including, but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee. Certain executives of the Client may have been hired after the services of Baker Tilly were utilized and may make decisions about whether to engage other services of Baker Tilly or its subsidiaries. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or a subsidiary or to otherwise utilize either relative to the Client's activities.

Conflict Disclosure Applicable to Municipal Advisory Services Provided by BTMA.

Legal or Disciplinary Disclosure. BTMA is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving BTMA. Pursuant to MSRB Rule G-42, BTMA is required to disclose any legal or disciplinary event that is material to the Client's evaluation of BTMA or the integrity of its management or advisory personnel.

There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving BTMA. Copies of BTMA filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Baker Tilly Municipal Advisors, LLC or for our CIK number which is 0001616995. The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Contingent Fee. The fees to be paid by the Client to BTMA are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because BTMA may have an incentive to recommend unnecessary financings, larger financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause a financing or other transaction to be delayed or fail to close, BTMA may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Hourly Fee Arrangements. Under an hourly fee form of compensation, BTMA will be paid an amount equal to the number of hours worked multiplied by an agreed upon billing rate. This form of compensation presents a potential conflict of interest if BTMA and the Client do not agree on a maximum fee under the applicable Appendix to this Engagement Letter because BTMA will not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, hourly fees are typically payable by the Client whether or not the financing transaction closes.

Fixed Fee Arrangements. The fees to be paid by the Client to BTMA may be in a fixed amount established at the outset of the service. The amount is usually based upon an analysis by Client and BTMA of, among other things, the expected duration and complexity of the transaction and the work documented in the Scope Appendix to be performed by Baker Tilly. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Baker Tilly may suffer a loss. Thus, Baker Tilly may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.

BTMA manages and mitigates conflicts related to fees and/or other services provided primarily through clarity in the fee to be charged and scope of work to be undertaken and by adherence to MSRB Rules including, but not limited to, the fiduciary duty which it owes to the Client requiring BMTA to put the interests of the Client ahead of its own and BTMA's duty to deal fairly with all persons in its municipal advisory activities.

To the extent any additional material conflicts of interest have been identified specific to a scope of work the conflict will be identified in the respective Scope Appendix. Material conflicts of interest that arise after the date of a Scope Appendix will be provide to the Client in writing at that time.

Scope Appendix

Competitive Sale

The following services are included in the process of issuing bonds:

- Assessment of market options
- Advice regarding negotiated versus competitive sale formats
- Development of a timetable
- Bond sizing and specifications
- Rating agency application
- Department of Treasury liaison
- Marketing of the Bond issue including compilation and distribution of an Official Statement
- Conduct sale/pricing
- Closing letter development
- Monitoring of the closing procedures

The fee for these services will be \$30,000 and is payable upon completion of the financing from bond proceeds. The fee includes all routine expenses.

Bank Request for Proposals (RFP) Sale

Based on discussions with the Client and given the size and duration of this intended bond issue, we are anticipating a sale process that markets the bonds to banks through a request for proposal. Our scope of service and fee are based on this assumption.

The following services are included in the process of issuing bonds:

- Assessment of market options
- Advice regarding sale formats
- Development of a timetable
- Bond sizing and specifications
- Department of Treasury liaison
- Marketing of the Bond issue
- Conduct bond sale
- Closing letter
- Monitoring of the closing procedures

The fee for these services will be \$22,500 and is payable upon completion of the financing from bond proceeds. The fee includes all routine expenses.



MUNICIPAL ADVISORS

Baker Tilly Municipal Advisors, LLC
2852 Eyde Pkwy, Ste 150
East Lansing, MI 48823
United States of America

T: +1 (517) 321 0110
bakertilly.com

May 3, 2022

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

RE: Engagement Letter Agreement Related to Services – 2023 USDA Bonds

This letter agreement (the “Engagement Letter”) is to confirm our understanding of the basis upon which Baker Tilly Municipal Advisors, LLC (“Baker Tilly”) and its affiliates are being engaged by the City of Swartz Creek (the “Client”) to assist the Client with advisory services.

Scope, Objectives and Approach

It is anticipated that projects undertaken in accordance with this Engagement Letter will be at the request of the Client. The scope of services, additional terms and associated fee for individual engagements will be contained in the Scope Appendix to this Engagement Letter. Authorization to provide services will commence upon execution and return of this Engagement Letter.

Management's Responsibilities

It is understood that Baker Tilly will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for decisions regarding implementation of the advice or recommendations included in such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon our failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations unless the failure to detect such material errors is within the scope of the applicable engagement and/or Baker Tilly knew or should have known of such material error, subject to Baker Tilly’s applicable professional standard of care.

The ability to provide service according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client.

The responsibility for auditing the records of the Client rests with the Client’s separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.

Ownership of IP

Unless otherwise stated the Scope Appendix, subject to Baker Tilly's rights in Baker Tilly's Knowledge (as defined below), Client shall own all intellectual property rights in the deliverables developed under the applicable Scope Appendix or Appendices ("Deliverables"). Notwithstanding the foregoing, Baker Tilly will maintain all ownership right, title and interest to all Baker Tilly's Knowledge. For purposes of this Agreement "Baker Tilly's Knowledge" means Baker Tilly's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Bakery Tilly prior to the Effective Date of this Agreement or the applicable Scope Appendix or Appendices ("Baker Tilly's Preexisting Knowledge") (2) developed or obtained by Baker Tilly after the Effective Date, that are reusable from client to client and project to project, where Client has not paid for such development; and (3) extensions, enhancements, or modifications of Baker Tilly's Preexisting Knowledge which do not include or incorporate Client's confidential information. To the extent that any Baker Tilly Knowledge is incorporated into the Deliverables, Baker Tilly grants to Client a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Baker Tilly Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Baker Tilly. Additionally, Baker Tilly may maintain copies of its work papers for a period of time and for use in a manner sufficient to satisfy any applicable legal or regulatory requirements for records retention.

The supporting documentation for this engagement, including, but not limited to work papers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation or professional standards to make certain documentation available to required third parties, the Client hereby authorizes us to do so.

Timing and Fees

Specific services will commence upon execution and return of this Engagement Letter and our professional fees will be based on the rates outlined in the Scope Appendix.

Dispute Resolution

Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Engagement Letter or the applicable Scope Appendix or Appendices as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement or the applicable Scope Appendix or Appendices as shall be resolved as set forth in this section using the following procedure: In the unlikely event that differences concerning the services or fees provided by Baker Tilly should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties may pursue any legal or equitable remedies available to them.

Because a breach of any the provisions of this Engagement Letter or the applicable Scope Appendix or Appendices as concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

Limitation on Damages

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under an applicable Scope Appendix or Appendices shall not exceed (i) if Client is the at-fault-party, then the fees paid to Baker Tilly under the applicable Scope Appendix or Appendices to which the claim relates, or (ii) if Baker Tilly is the at-fault party, then a multiple of three times (3x) fees paid to Baker Tilly under the applicable Scope Appendix except to the extent finally determined to have resulted from the legally determined negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, to the extent permitted by law, in no event shall either party be liable to the other for any lost profits, lost business opportunity, lost data, consequential, special, exemplary or punitive damages arising out of or related to this Engagement Letter or the applicable Scope Appendix or Appendices even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within the applicable statute of limitations.

Other Matters

In the event Baker Tilly is requested by the Client to produce its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is neither a party to the proceeding in which the information is sought nor Baker Tilly's Services are at issue, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses incurred in responding to such a request.

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the 'written consent of the other part. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

In the event that any provision of this Engagement Letter or statement of work contained in a Scope Appendix hereto is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Engagement Letter or statement of work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Engagement Letter would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

Termination

Both the Client and the Baker Tilly have the right to terminate this Engagement Letter or any work being done under the Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

Important Disclosures

Incorporated as Attachment A and part of this Engagement Letter are important disclosures. These include disclosures that apply generally and those that are applicable in the event Baker Tilly is engaged to provide municipal advisory services.

This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. Both parties acknowledge that work performed pursuant to the Engagement Letter will be done through Scope Appendices executed and made a part of this document.

Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto.

If this Engagement Letter is in agreement with your understanding, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,

Andy Campbell, CPA, Director

Signature Section:

The services and terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

Name: _____
Title: _____
Date: _____

Attachment A Important Disclosures

Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly, including but not limited to Baker Tilly US, LLP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC, and Baker Tilly Investment Services, LLC, are free to render municipal advisory and other services to others and that Baker Tilly does not make its services available exclusively to the Client.

Affiliated Entities

Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Baker Tilly Investment Services, LLC ("BTIS"), a U.S. Securities and Exchange Commission ("SEC") registered investment adviser, may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTIS, but the Client shall be under no obligation to retain BTIS or to otherwise utilize BTIS relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTIS's services and adherence to Baker Tilly's fiduciary duty and/or fair dealing obligations to the Client.

Baker Tilly Capital, LLC ("BTC") Baker Tilly Capital, LLC ("BTC") is a limited service broker-dealer specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate Baker Tilly Municipal Advisors. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors ("BTMA") is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC) and the Municipal Securities Rulemaking Board ("MSRB"). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any Bonds is made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations, and will not take part in the sale thereof.

Baker Tilly, may provide services to the Client in connection with human resources consulting, including, but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee. Certain executives of the Client may have been hired after the services of Baker Tilly were utilized and may make decisions about whether to engage other services of Baker Tilly or its subsidiaries. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or a subsidiary or to otherwise utilize either relative to the Client's activities.

Conflict Disclosure Applicable to Municipal Advisory Services Provided by BTMA.

Legal or Disciplinary Disclosure. BTMA is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving BTMA. Pursuant to MSRB Rule G-42, BTMA is required to disclose any legal or disciplinary event that is material to the Client's evaluation of BTMA or the integrity of its management or advisory personnel.

There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving BTMA. Copies of BTMA filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Baker Tilly Municipal Advisors, LLC or for our CIK number which is 0001616995. The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Contingent Fee. The fees to be paid by the Client to BTMA are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because BTMA may have an incentive to recommend unnecessary financings, larger financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause a financing or other transaction to be delayed or fail to close, BTMA may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Hourly Fee Arrangements. Under an hourly fee form of compensation, BTMA will be paid an amount equal to the number of hours worked multiplied by an agreed upon billing rate. This form of compensation presents a potential conflict of interest if BTMA and the Client do not agree on a maximum fee under the applicable Appendix to this Engagement Letter because BTMA will not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, hourly fees are typically payable by the Client whether or not the financing transaction closes.

Fixed Fee Arrangements. The fees to be paid by the Client to BTMA may be in a fixed amount established at the outset of the service. The amount is usually based upon an analysis by Client and BTMA of, among other things, the expected duration and complexity of the transaction and the work documented in the Scope Appendix to be performed by Baker Tilly. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Baker Tilly may suffer a loss. Thus, Baker Tilly may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.

BTMA manages and mitigates conflicts related to fees and/or other services provided primarily through clarity in the fee to be charged and scope of work to be undertaken and by adherence to MSRB Rules including, but not limited to, the fiduciary duty which it owes to the Client requiring BMTA to put the interests of the Client ahead of its own and BTMA's duty to deal fairly with all persons in its municipal advisory activities.

To the extent any additional material conflicts of interest have been identified specific to a scope of work the conflict will be identified in the respective Scope Appendix. Material conflicts of interest that arise after the date of a Scope Appendix will be provide to the Client in writing at that time.

Scope Appendix

The services offered by the Firm for the proposed USDA project financing include debt structuring, outline of bonding options, and managing the financing timetable. Specific assistance with the financing process will be provided in the form of bond structuring and specifications for the Bond Authorizing Resolution, Qualified Status with the Michigan Department of Treasury, and closing arrangements.

The fee for the bond/loan will be \$10,000 and is payable upon completion of the financing from grant and bond/loan proceeds.

After discussions with the City, some of our typical services may be covered by City staff. This is mainly related to the rate study portion of the engagement. Additional services not offered above, but available for an additional fee include revenue and rate support consulting and the USDA application components (442-7 Budget). The revenue and rate support consulting would include structuring to support operation, maintenance, replacement reserve, bond/loan payments, and bond reserve.

The scope of these additional services would be as follows ...

Historical operating expenses are reviewed using audit and budget information.

- Three years audits and year to date budgets.
- Current and proposed (if available) budgets.

A “Test Year” is developed that reflects a baseline operating cost.

- Based on current budget with leveling for base operating cost.
- Determination of anticipated changes to operating cost.

The customer base is reviewed.

- The accuracy of this data is verified by applying it to the current rate structure and compared to “Test Year” revenue.
- Other operating and non-operating revenues evaluated.

Assumptions are made regarding the customer base through the estimated period.

- Prediction of customer counts (may include more than one scenario).
- Trending in system utilization.

Estimation of operating cost.

- Anticipated inflation by expense category.
- Determination of any additions or reductions based on changing operations.

Compilation of existing debt.

- Existing annual debt service by debt issue including client debt.
- Debt is separated by revenue support, in particular, debt that is paid from rates.
- Refinancing and/or restructuring possibilities are explored.

Capital improvement funding.

- A debt schedule is provided for the structure of the bond/loan.
- A cash balance policy is developed that identifies a targeted upper limit as well as a minimum balance. These balances encompass legal commitments and good business practices.

The additional fee for the rate study services will be \$8,500 and is payable upon completion of the financing from grant and bond/loan proceeds.

CITY OF SWARTZ CREEK

COUNTY OF GENESEE, STATE OF MICHIGAN

Estimated - USDA Bonds - \$6,585,000

Debt Service Schedule

Date	Bond Balance	Principal	Coupon	Interest	Total Debt Serv	Fiscal Total
11/01/2023	6,585,000.00	-	-	-	-	-
05/01/2024	6,585,000.00	-	-	82,312.50	82,312.50	-
06/30/2024	6,585,000.00	-	-	-	-	82,312.50
11/01/2024	6,485,000.00	100,000.00	2.500%	82,312.50	182,312.50	-
05/01/2025	6,485,000.00	-	-	81,062.50	81,062.50	-
06/30/2025	6,485,000.00	-	-	-	-	263,375.00
11/01/2025	6,385,000.00	100,000.00	2.500%	81,062.50	181,062.50	-
05/01/2026	6,385,000.00	-	-	79,812.50	79,812.50	-
06/30/2026	6,385,000.00	-	-	-	-	260,875.00
11/01/2026	6,280,000.00	105,000.00	2.500%	79,812.50	184,812.50	-
05/01/2027	6,280,000.00	-	-	78,500.00	78,500.00	-
06/30/2027	6,280,000.00	-	-	-	-	263,312.50
11/01/2027	6,175,000.00	105,000.00	2.500%	78,500.00	183,500.00	-
05/01/2028	6,175,000.00	-	-	77,187.50	77,187.50	-
06/30/2028	6,175,000.00	-	-	-	-	260,687.50
11/01/2028	6,065,000.00	110,000.00	2.500%	77,187.50	187,187.50	-
05/01/2029	6,065,000.00	-	-	75,812.50	75,812.50	-
06/30/2029	6,065,000.00	-	-	-	-	263,000.00
11/01/2029	5,955,000.00	110,000.00	2.500%	75,812.50	185,812.50	-
05/01/2030	5,955,000.00	-	-	74,437.50	74,437.50	-
06/30/2030	5,955,000.00	-	-	-	-	260,250.00
11/01/2030	5,840,000.00	115,000.00	2.500%	74,437.50	189,437.50	-
05/01/2031	5,840,000.00	-	-	73,000.00	73,000.00	-
06/30/2031	5,840,000.00	-	-	-	-	262,437.50
11/01/2031	5,725,000.00	115,000.00	2.500%	73,000.00	188,000.00	-
05/01/2032	5,725,000.00	-	-	71,562.50	71,562.50	-
06/30/2032	5,725,000.00	-	-	-	-	259,562.50
11/01/2032	5,605,000.00	120,000.00	2.500%	71,562.50	191,562.50	-
05/01/2033	5,605,000.00	-	-	70,062.50	70,062.50	-
06/30/2033	5,605,000.00	-	-	-	-	261,625.00
11/01/2033	5,485,000.00	120,000.00	2.500%	70,062.50	190,062.50	-
05/01/2034	5,485,000.00	-	-	68,562.50	68,562.50	-
06/30/2034	5,485,000.00	-	-	-	-	258,625.00
11/01/2034	5,360,000.00	125,000.00	2.500%	68,562.50	193,562.50	-
05/01/2035	5,360,000.00	-	-	67,000.00	67,000.00	-
06/30/2035	5,360,000.00	-	-	-	-	260,562.50
11/01/2035	5,230,000.00	130,000.00	2.500%	67,000.00	197,000.00	-
05/01/2036	5,230,000.00	-	-	65,375.00	65,375.00	-
06/30/2036	5,230,000.00	-	-	-	-	262,375.00
11/01/2036	5,100,000.00	130,000.00	2.500%	65,375.00	195,375.00	-
05/01/2037	5,100,000.00	-	-	63,750.00	63,750.00	-
06/30/2037	5,100,000.00	-	-	-	-	259,125.00
11/01/2037	4,965,000.00	135,000.00	2.500%	63,750.00	198,750.00	-
05/01/2038	4,965,000.00	-	-	62,062.50	62,062.50	-
06/30/2038	4,965,000.00	-	-	-	-	260,812.50
11/01/2038	4,825,000.00	140,000.00	2.500%	62,062.50	202,062.50	-
05/01/2039	4,825,000.00	-	-	60,312.50	60,312.50	-
06/30/2039	4,825,000.00	-	-	-	-	262,375.00
11/01/2039	4,685,000.00	140,000.00	2.500%	60,312.50	200,312.50	-
05/01/2040	4,685,000.00	-	-	58,562.50	58,562.50	-
06/30/2040	4,685,000.00	-	-	-	-	258,875.00
11/01/2040	4,540,000.00	145,000.00	2.500%	58,562.50	203,562.50	-
05/01/2041	4,540,000.00	-	-	56,750.00	56,750.00	-
06/30/2041	4,540,000.00	-	-	-	-	260,312.50
11/01/2041	4,390,000.00	150,000.00	2.500%	56,750.00	206,750.00	260,312.50

05/01/2042	4,390,000.00	-	-	54,875.00	54,875.00	-
06/30/2042	4,390,000.00	-	-	-	-	261,625.00
11/01/2042	4,240,000.00	150,000.00	2.500%	54,875.00	204,875.00	-
05/01/2043	4,240,000.00	-	-	53,000.00	53,000.00	-
06/30/2043	4,240,000.00	-	-	-	-	257,875.00
11/01/2043	4,085,000.00	155,000.00	2.500%	53,000.00	208,000.00	-
05/01/2044	4,085,000.00	-	-	51,062.50	51,062.50	-
06/30/2044	4,085,000.00	-	-	-	-	259,062.50
11/01/2044	3,925,000.00	160,000.00	2.500%	51,062.50	211,062.50	-
05/01/2045	3,925,000.00	-	-	49,062.50	49,062.50	-
06/30/2045	3,925,000.00	-	-	-	-	260,125.00
11/01/2045	3,760,000.00	165,000.00	2.500%	49,062.50	214,062.50	-
05/01/2046	3,760,000.00	-	-	47,000.00	47,000.00	-
06/30/2046	3,760,000.00	-	-	-	-	261,062.50
11/01/2046	3,590,000.00	170,000.00	2.500%	47,000.00	217,000.00	-
05/01/2047	3,590,000.00	-	-	44,875.00	44,875.00	-
06/30/2047	3,590,000.00	-	-	-	-	261,875.00
11/01/2047	3,420,000.00	170,000.00	2.500%	44,875.00	214,875.00	-
05/01/2048	3,420,000.00	-	-	42,750.00	42,750.00	-
06/30/2048	3,420,000.00	-	-	-	-	257,625.00
11/01/2048	3,245,000.00	175,000.00	2.500%	42,750.00	217,750.00	-
05/01/2049	3,245,000.00	-	-	40,562.50	40,562.50	-
06/30/2049	3,245,000.00	-	-	-	-	258,312.50
11/01/2049	3,065,000.00	180,000.00	2.500%	40,562.50	220,562.50	-
05/01/2050	3,065,000.00	-	-	38,312.50	38,312.50	-
06/30/2050	3,065,000.00	-	-	-	-	258,875.00
11/01/2050	2,880,000.00	185,000.00	2.500%	38,312.50	223,312.50	-
05/01/2051	2,880,000.00	-	-	36,000.00	36,000.00	-
06/30/2051	2,880,000.00	-	-	-	-	259,312.50
11/01/2051	2,690,000.00	190,000.00	2.500%	36,000.00	226,000.00	-
05/01/2052	2,690,000.00	-	-	33,625.00	33,625.00	-
06/30/2052	2,690,000.00	-	-	-	-	259,625.00
11/01/2052	2,495,000.00	195,000.00	2.500%	33,625.00	228,625.00	-
05/01/2053	2,495,000.00	-	-	31,187.50	31,187.50	-
06/30/2053	2,495,000.00	-	-	-	-	259,812.50
11/01/2053	2,295,000.00	200,000.00	2.500%	31,187.50	231,187.50	-
05/01/2054	2,295,000.00	-	-	28,687.50	28,687.50	-
06/30/2054	2,295,000.00	-	-	-	-	259,875.00
11/01/2054	2,090,000.00	205,000.00	2.500%	28,687.50	233,687.50	-
05/01/2055	2,090,000.00	-	-	26,125.00	26,125.00	-
06/30/2055	2,090,000.00	-	-	-	-	259,812.50
11/01/2055	1,880,000.00	210,000.00	2.500%	26,125.00	236,125.00	-
05/01/2056	1,880,000.00	-	-	23,500.00	23,500.00	-
06/30/2056	1,880,000.00	-	-	-	-	259,625.00
11/01/2056	1,665,000.00	215,000.00	2.500%	23,500.00	238,500.00	-
05/01/2057	1,665,000.00	-	-	20,812.50	20,812.50	-
06/30/2057	1,665,000.00	-	-	-	-	259,312.50
11/01/2057	1,445,000.00	220,000.00	2.500%	20,812.50	240,812.50	-
05/01/2058	1,445,000.00	-	-	18,062.50	18,062.50	-
06/30/2058	1,445,000.00	-	-	-	-	258,875.00
11/01/2058	1,220,000.00	225,000.00	2.500%	18,062.50	243,062.50	-
05/01/2059	1,220,000.00	-	-	15,250.00	15,250.00	-
06/30/2059	1,220,000.00	-	-	-	-	258,312.50
11/01/2059	990,000.00	230,000.00	2.500%	15,250.00	245,250.00	-
05/01/2060	990,000.00	-	-	12,375.00	12,375.00	-
06/30/2060	990,000.00	-	-	-	-	257,625.00
11/01/2060	750,000.00	240,000.00	2.500%	12,375.00	252,375.00	-
05/01/2061	750,000.00	-	-	9,375.00	9,375.00	-
06/30/2061	750,000.00	-	-	-	-	261,750.00
11/01/2061	505,000.00	245,000.00	2.500%	9,375.00	254,375.00	-
05/01/2062	505,000.00	-	-	6,312.50	6,312.50	-
06/30/2062	505,000.00	-	-	-	-	260,687.50
11/01/2062	255,000.00	250,000.00	2.500%	6,312.50	256,312.50	-
05/01/2063	255,000.00	-	-	3,187.50	3,187.50	-
06/30/2063	255,000.00	-	-	-	-	259,500.00
11/01/2063	-	255,000.00	2.500%	3,187.50	258,187.50	-
06/30/2064	-	-	-	-	-	258,187.50
Total	-	\$6,585,000.00	-	\$3,904,250.00	\$10,489,250.00	-

Yield Statistics

Bond Year Dollars	\$156,170.00
Average Life	23.716 Years
Average Coupon	2.5000000%
Net Interest Cost (NIC)	2.5000000%
True Interest Cost (TIC)	2.5000000%
Bond Yield for Arbitrage Purposes	2.5000000%
All Inclusive Cost (AIC)	2.5000000%

IRS Form 8038

Net Interest Cost	2.5000000%
Weighted Average Maturity	23.716 Years

Swartz Creek - USDA | SINGLE PURPOSE | 4/29/2022 | 4:47 PM

Baker Tilly Municipal Advisors, LLC

Page 1

Swartz Creek City, County of Genesee, State of Michigan

Millage Impact Analysis - Assumes 1.00% Taxable Value Growth

DRAFT

Fiscal Year	Bond Issue #1 - 2017 Street Bonds				Bond Issue #2 - 2023 Street Bonds				Annual Debt Service	Tax Levy July 1	Taxable Value [3]	Millage Required
	Interest Payment November 1	Principal Payment May 1	Interest Payment May 1	Interest Rate	Interest Payment November 1 [1]	Principal Payment November 1 [1]	Interest Payment May 1 [1]	Interest Rate [2]				
2022/23	9,894	150,150	9,894	2.100%					\$169,937	2022	167,107,308	1.0169
2023/24	8,317	157,850	8,317	2.300%	136,616	205,000	133,080	3.45%	649,180	2023	168,778,381	3.8463
2024/25	6,502	161,700	6,502	2.500%	133,080	220,000	129,120	3.60%	656,903	2024	170,466,165	3.8536
2025/26	4,480	165,550	4,480	2.650%	129,120	235,000	124,714	3.75%	663,345	2025	172,170,826	3.8528
2026/27	2,287	169,400	2,287	2.700%	124,714	250,000	119,839	3.90%	668,526	2026	173,892,535	3.8445
2027/28					119,839	445,000	110,828	4.05%	675,666	2027	175,631,460	3.8471
2028/29					110,828	470,000	100,958	4.20%	681,785	2028	177,387,775	3.8435
2029/30					100,958	495,000	90,191	4.35%	686,149	2029	179,161,652	3.8298
2030/31					90,191	525,000	78,379	4.50%	693,570	2030	180,953,269	3.8329
2031/32					78,379	555,000	65,475	4.65%	698,854	2031	182,762,801	3.8238
2032/33					65,475	590,000	51,315	4.80%	706,790	2032	184,590,430	3.8290
2033/34					51,315	630,000	35,723	4.95%	717,038	2033	186,436,334	3.8460
2034/35					35,723	670,000	18,638	5.10%	724,360	2034	188,300,697	3.8468
2035/36					18,638	710,000		5.25%	728,638	2035	190,183,704	3.8312
	\$31,480	\$804,650	\$31,480		\$1,194,874	\$6,000,000	\$1,058,258		\$9,120,740			

[1] Bond issue size of \$6,000,000. Bonds dated May 1, 2023.
 Interest paid semi-annually on May 1 and November 1, beginning November 1, 2023.
 Principal paid annually on May 1, beginning May 1, 2024.

[2] Estimated interest rates based on current market.

[3] 2021 Taxable Value per City: 165,452,780
 Estimated annual growth = 1.00%
 2022 Taxable Value Estimate = 167,107,308

The Swartz Creek Chamber of Commerce and Dragon's Cruise, a non profit charitable organization, are working together to host free, family friendly events in Downtown Swartz Creek as a service to the community and to raise funds for other charitable organizations. We are seeking to bring more awareness to our town and to support all local businesses.

The Swartz Creek Chamber of Commerce and Dragon's Cruise will follow all city and state guidelines for all events.

We are applying to the City of Swartz Creek for a street closure permit for Miller road between Hayes and Morrish roads, a street closure for Holland drive as well as a Municipal property reservation for Holland Square.

The Swartz Creek Chamber of Commerce
Dragon's Cruise





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

DATE OF REQUEST: May 2, 2022

SPONSOR ORGANIZATION: Swartz Creek Chamber of Commerce

X AUTHORIZED REPRESENTATIVE: [Signature]

X WORK ADDRESS: 50231 Holland Dr Swartz Creek X HOME ADDRESS: 11359 Brooks Rd Lennex

X PHONE NO: WORK (616) 771-2100 X HOME: (None) X CELL: (810) 845-8540

X EMAIL ADDRESS: David@DJMAYERS.com

TYPE OF EVENT: (check box)

PARADE ** (Draw Route on Attached Map)

CARNIVAL

FOOT/BIKE RACE

CRAFT SHOW

CONCERT

OTHER: Car Cruise

DATE OF EVENT: 6/23/22; 7/28/22; 8/25/22; 9/22/22

TIME OF EVENT: FROM: 4 AM/PM TO: 9 AM/PM

ESTIMATED NUMBER OF PARTICIPANTS: 50 to 200

DESCRIPTION OF EVENT; NOTE STREETS REQUESTED TO BE CLOSED/USED:

Dragon's Cruise which will be a car cruise with food trucks, vendors, crafters, and live music. Local businesses will be open during the events.

See attached

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

X FOR: Swartz Creek Chamber
(Organization)

X BY: [Signature]
(Authorized Representative)

APPROVED BY: _____
(Chief of Police)

(Street Administrator)

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

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

The road closures that will impact local Swartz Creek City traffic will involve closure of Miller road west of Morrish road to Hayes, including Holland Drive from Miller road south to Ingalls, along with Holland Square.

We are of the opinion that east bound traffic would be diverted using Hayes, south to Ingalls, then north on Morrish to Miller road.

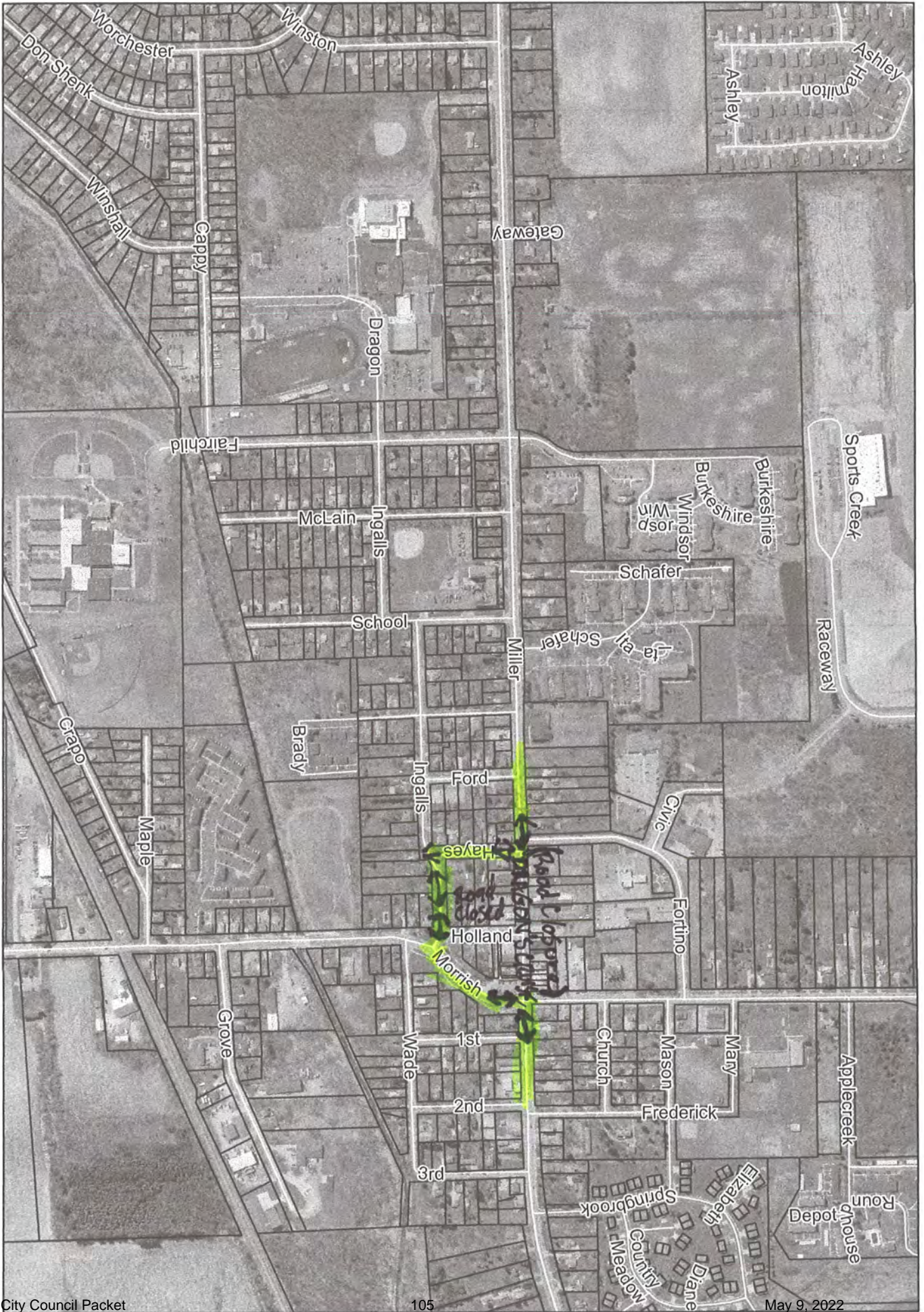
Westbound traffic would be diverted south on Morrish, west on Ingalls and then north on Ingalls to Miller road

This proposed traffic diversion is due to the ongoing road construction on Morrish road north of Miller road and south of Bristol road.

This is taking into consideration the altered traffic flow for Swartz Creek residents on the 4th Thursday of each month, June through September 2022.

Closure dates: June 23rd, July 28th, August 25th, & September 22nd, 5pm to 9pm

City of Swartz Creek Downtown & Schools



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

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

Phone: (810) 635-4464

Fax: (810) 635-2887



Where Friendships Last Forever

City of Swartz Creek Municipal Property Reservation Application

Date of Reservation: 6/23/22 Reservation location: Holland Square

- One time event
 Recurring event

Name of Responsible Party: Swartz Creek Chamber of Commerce

X Address: 5023 Holland Dr Phone: 810-553-9221

X City: Swartz Creek X Zip Code: 48473

Nature of Activity: Vendor/Craft Show/Car Cruise/overflow parking Approx. # Attendees 200

Arrival Time: 4pm Departure Time: 9pm

X Responsible Party Signature: [Signature]

X E-Mail Address: David@DJMAYERS.com

Proof of Insurance Provided

Please check all that will be needed

Water Waste collection

Electricity Other Services - Specify: _____

X I have received a copy of the Plaza Rules:

IF THERE ARE PROBLEMS DURING THE EVENT CONTACT 911.

City Official _____
City Council Packet

Date May 9, 2022

Additional details for City of Swartz Creek Municipal Property Reservation Application for Holland Square

The Swartz Creek Chamber of Commerce & Dragon's Cruise, a non profit, charitable entity, are looking to hold a car cruise/ food truck/ craft vendor event every 4th Thursday of the month, June through September.

Holland Square will be utilized for Vendors, DJ booth, and overflow parking as needed. One standard and One ADA compatible portable toilet will be set up for each event in Holland Square as well.

Event dates for 2022 as as follows: 06/23, 07/28, 08/25, & 09/22

Quotes for portable toilets range from \$ 270.00 - \$310.00 per event to be set up in Holland Square.

We will have between 6 & 10 volunteers to park vehicles and for traffic control utilizing Hayes, Ingalls and Morrish road, south of Miller road due to ongoing road construction on Morrish road, north of Miller

We will have live DJ music with Reverend Jason M Dover, a monthly charity donation drive to benefit a different charity each month. Area downtown businesses have committed to staying open including JT's Country Kitchen and The Great Lakes Smoothie Company

Up to 6 food trucks will be set up on Holland Drive, between Miller Road and Ingalls, for each event.

We Thank You for your consideration. Please come out and join us!

The Swartz Creek Chamber of Commerce
& Dragon's Cruise

Please use this page for any additions or details.

CITY OF SWARTZ CREEK
PLAZA AND LOT USAGE GUIDELINES

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

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

1. **PARKING.** The plaza shall accommodate day and night parking in accordance with applicable laws when not otherwise designated for an authorized use. The maximum parking duration is 24 hours, with the expectation that vehicle owners/operators can be notified to relocate their vehicle for a reservation within a 24 hour period.
 - 1) No business or individual shall have an ongoing vested interest in the use of parking.
 - 2) Owners and/or operators of vehicles shall comply with city official and/or police officer instructions to relocate the vehicle at any time for any reason.
 - 3) No person shall park or store any motor vehicle during the hours the plaza is reserved or otherwise closed.
 - 4) Members of the police department are hereby authorized to remove any vehicles so parked or stored if notice was given 24 hours prior to said removal in the form of posting the site, official notice upon the vehicle, or recorded interaction with the owner/operator.
 - 5) It shall be unlawful for any person, whether a pedestrian or operating a motor vehicle, to fail to obey any such applicable traffic control sign, notice, signal, lane marking or other device, whether permanent or temporary, unless otherwise directed by a police officer or city personnel conducting city business.

2. **SMOKING.** Smoking, including (e-cig or e-cigarettes), personal vaporizers (PV) or electronic nicotine delivery systems (ENDS), is prohibited in the plaza, unless part of a council approved event.

3. **PROHIBITED USES AND ACTS.** No person shall engage in:
 - 1) *Injuring, removing property.* Willfully mark, deface, disfigure, cut, injure, tamper with, break, displace, or remove any buildings, cables, benches, tables, light poles, trees, public utilities or parts of appurtenances thereof, signs, notices or placards, whether temporary or permanent, monuments, flag poles, stakes, posts, fences or other boundary markers, or other structures or equipment, facilities or property or appurtenances whatsoever, either real or personal.
 - 2) *Fires.* No person shall kindle or build or cause to be kindled or built a fire in any plaza or parking lot except in designated places. In those areas where fires are permissible, such fires must be contained in a receptacle designed for the purpose of holding a fire and must be attended at all times. No person shall set fire to trash, garbage or the contents of trash receptacles at any time.
 - 3) *Pets, animals.* No person shall bring in, cause, or allow any dog, cat or other pets or animals which they own or have permission to control to be brought within the confines of any plaza unless such animal be attached to a leash not to exceed eight feet in length; such leash is to be of sufficient strength to hold such animal in constant check. Disposal of animal waste is required.
 - 4) *Hindering employees.* No person shall interfere with or in any manner hinder any employee of the city while engaged in constructing, maintaining, repairing or caring for plaza property.
 - 5) *Restricted sections of plaza.* No person shall enter upon any area of the plaza where persons are prohibited from going, as indicated by signs, notices or where secured by fences and gates.
 - 6) *Firearms, bow and arrows, fireworks and devices.* No person shall discharge a firearm or firework of any description while in or on plaza property, provided that such prohibition shall not apply to any peace officer while in the exercise of his official duties. No person shall shoot any arrow by the use of a bow, excepting in such areas as shall be specifically designated as areas for the use of bows and arrows. Crossbows, bolts, and similar weapons are also prohibited.
 - 7) *Peace, disorderly conduct.* No person shall make or excite any disturbance or contention on any public grounds. (No person shall use any indecent or obscene language).
 - 8) *Drunkenness, alcoholic liquors.* No person shall enter, be in or remain on public property while under the influence of intoxicants or under the influence of unlawful drugs or controlled substances. It shall be unlawful to bring into or use alcoholic liquors upon plaza property, unless part of a council approved event.
 - 9) *Drinking fountains.* No person shall throw, discharge or otherwise place in the waters or any fountain, wash basin or temporary or permanent toilets any substance, liquid or solid, which may result in water pollution or create a health hazard to the public.

- 10) *Sleeping*. No person shall sleep, whether in a vehicle, trailer, tent, hammock or other manner, on public property.
 - 11) *Dumping*. No person shall deposit any rubbish, garbage or refuse matter, break glass or bottles in or upon any part of the plaza other than such refuse accumulated from organized and acceptable activities within the plaza, and such refuse must be deposited in receptacles provided for that purpose.
 - 12) *Posted signs, rules and regulations*. No person shall willfully disregard posted signs which regulate the days, hours for various activities, or any other signs installed, posted or attached for control, maintenance, safety or any other purpose within the plaza.
 - 13) *Public meetings, parades*. No person, organization, club or group shall hold or participate in any parade, drill, exhibition, political meeting, religious meeting, concert, lecture or public entertainment of any kind within the plaza without the express consent and written approval of the city manager.
 - 14) *Advertisements*. No person shall post, stencil or otherwise affix any placard, advertisement or notice of any kind upon or to any public property unless related to an approved event.
 - 15) *Offering articles for sale*. No person shall carry on any trade or business or sell or display any goods, wares or merchandise in the plaza without permission from the city manager.
 - 16) *Inflatable play equipment*. Inflatable play equipment is prohibited unless arrangements are made in advance and a certificate of insurance from the party providing such equipment is filed with the city and includes a rider naming the city as an additionally insured party.
4. **POLICE AND EMPLOYEES**. No person shall resist any police officer or city employee exercising his duty within the plaza area, or fail or refuse to obey any lawful command of any such police officer or employee, or in any way interfere with, hinder or prevent any such police officer or employee from discharging their duty, or in any manner assist or give aid to any person in custody to escape or to attempt to escape from custody, or to rescue or attempt to rescue any person when in such custody.
5. **PLAZA RESERVATIONS**. Applicants may be permitted the use of the plaza, including control during hours the plaza is typically closed to the public, subject to the following conditions:
- 1) Use must be pre-approved by the city council.
 - 2) The organizations' use of the plaza area shall not violate any local or state law nor unreasonably interfere with the use and enjoyment of adjacent areas by others.
 - 3) The organizations shall hold the city harmless from liability for incidents arising out of the organizations' use of the plaza and shall provide evidence of insurance coverage.
 - 4) The city reserves the right to direct where organizations' activities are conducted to minimize interference with the use of adjacent properties and businesses.
 - 5) Fees shall be set by resolution of the city council. Additional fees may be charged for services requested of the city and negotiated in advance, including use of barricades, additional utilities, port-a-johns, etc.
 - 6) In no case will use result in a charge for or prohibition on general access to the plaza by the public unless such charge is approved by the city council in advance.
 - 7) Reservations for annual events can be granted by the city council beginning December 1 of the previous calendar year.
 - 8) All permits shall require the permittee to clean up the plaza after activity has terminated. All applications for permits must give the name, address and phone number of the permittee or the person responsible for the necessary policing thereof.
 - 9) All persons shall honor any special permits issued by the city, for certain areas, days and times, to clubs, organizations, teams or any other groups, provided that such permit is on official forms when presented.
 - 10) Reservations will be given on a first come, first served basis beginning the first business day of each calendar year. Priority for use shall be given to organizations scheduling regular events (e.g. weekly markets) or annual events (e.g. bike races).
- 6) **VENDING**. Vending is permitted on a limited basis after application to the city manager and under the administrative rules that may be set by the city, including a background check and administrative fee.
- 7) **PUBLIC NOTICE**. The public shall be deemed to have been properly notified of the provisions of these rules and regulations upon their publication in a newspaper of general circulation in the city. Signs may be posted to insure substantial compliance with the provisions of these rules and regulations.

Subrecipient Agreement Between
The County of Genesee
And
The City of Swartz Creek

THIS SUBRECIPIENT AGREEMENT, (this "Agreement") made as of the _____ day of _____, 2022
between the County of Genesee, acting by and through the:

Genesee County
1101 Beach Street, Genesee County Administration Building
Flint, Michigan 48502

Hereinafter referred to as the "Grantee" or "County", and

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

Hereinafter referred to as the "Subrecipient", and

WHEREAS, the Grantee has applied for and received American Rescue Plan Act (ARPA) funds from the United States Department of Treasury. Under the ARPA is a program called the Coronavirus State and Local Fiscal Recovery Fund (SLFRF), 31 CFR Part 35 as amended; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing SLFRF funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

The Subrecipient will be responsible for administering the Genesee Trail Extension Project in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. The following attachments are hereby incorporated to this Agreement by reference, and included respectively as:

- Attachment A: Reimbursement Request Form
- Attachment A-1: Reimbursement Request Guidance
- Attachment B: Genesee County ARPA Projects Quarterly Reporting Form
- Attachment B-1: Genesee County ARPA Projects Reporting Schedule
- Attachment C: Genesee County Labor Standards
- Attachment D: Genesee County Bid Procedures
- Attachment D-1: ARPA Federal Requirements Checklist
- Attachment D-2: ARPA Projects Under \$10,000
- Attachment D-3: ARPA Projects Over \$10,000
- Attachment E: Minority/Women/Handicap Business Enterprise Procurement Procedures
- Attachment F: Genesee County MBE/WBE/HBE Outreach Report
- Attachment G: Federal Award Information
- Attachment H: Documentation to Keep in Your SLFRF Project Files
- Attachment I: Project Signage Information

If a conflict exists between this document and those incorporated by reference, this document governs.

I. SCOPE OF SERVICE

A. Activities

The following activities are eligible under the American Rescue Plan Act (ARPA):

Genesee Trail Extension

Complete an extension of the Genesee Valley Trail from its current point of termination in Flint Township (Dye and Norko) to Elms Park in Swartz Creek. From this point, additional path and bike lanes continues west to Seymour Road. The project will construct and enhance a sidewalk providing connections to the existing Genesee Valley Trail. This will allow residents of the community the ability to partake in an activity that promotes health and safety in an outdoor setting.

This activity will be funded with up to \$400,000 of Genesee County ARPA funds.

B. Eligibility for ARPA Funds

All activities funded with SLFRF funds must meet the ARPA Program's eligibility requirements as defined in 31 CFR Part 35.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start **upon execution of this Agreement** and end on the 31st day of December 2023. The term of this Agreement and the provisions herein shall be extended to cover any additional time during which the Subrecipient remains in control of SLFRF funds or other ARPA assets.

III. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement will be an amount up to thirty-three percent (33%) of the total project cost and shall not exceed \$1,000,000. Grantee will disburse Project funds for the payment of eligible expenses for eligible Agreement activities and in accordance with performance per the payment process described in Section VII Administrative Requirements, Part C. 1.

Subrecipients are required to **be registered in the County's accounting system** to receive reimbursement payments from the Grantee electronically.

IV. AMENDMENTS

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's **governing** body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

The Grantee or Subrecipient may amend the funding amount of this Agreement at any time 60 days prior to end of Agreement. Such requests for amendments shall make specific reference to this Agreement and must include reference to any other agreement that funds shall be transferred to or from. An amendment based on a transfer of funds from the Subrecipient must be evidenced by a signed Resolution made by the Subrecipients governing body. Any request made by the Subrecipient to the County, for a transfer of funds shall be subject to approval by Resolution of the Genesee County Board of County Commissioners.

V. NOTICES

Notices required by the Grantee under this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending.

VI. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of 31 CFR Part 35, as amended, (the U.S. Department of Treasury regulations concerning the American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds (SLFRF)). The Subrecipient agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient also agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR Part 200.325 and 200.447, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Suspension or Termination

In accordance with 2 CFR Part 200.471, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and ARPA guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200 Uniform Administrative Requirements, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

H. Signage and printed materials

The Subrecipient agrees that a sign recognizing the federal funding organization and the Grantee will be placed at the jobsite, by the subrecipient, during the project construction period. Signage will be developed and provided by the Grantee. Any printed materials related to this project shall include the Genesee County logo. See Project Signage Information (Attachment I).

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

All Subrecipients, which are governmental entities (including public agencies), shall comply with the requirements and standards of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Requirements) as may be amended.

The Subrecipient will abide by all applicable policies and procedures imposed by the Genesee County Board of Commissioners and its designated administrative agents.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in Section E.2. of the SLFRF Compliance and Reporting Guidance that are pertinent to the activities to be funded under this Agreement. All records shall be made available to the County and its representatives. Such records shall include but not be limited to:

- a. The original, or a copy, of this executed Agreement
- b. Records providing a full description of each activity undertaken;
- c. Records demonstrating that each activity undertaken meets one of the SLFRF eligibility requirements
- d. Records required to determine the eligibility of activities;
- e. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with SLFRF assistance;
- f. The Subrecipient will abide by all applicable policies and procedures imposed by the Genesee County Board of Commissioners and its designated administrative agents.

Subrecipients are required to complete Federal Award Information (Attachment G) which provides details related to the source and amount of federal funds obligated for the project.

During on-site file monitoring, GCMPC staff will look for all ARPA Files located at Local Unit of Government offices to match the files kept at the GCMPC office. What Documentation Do I Keep in ARPA Project Files (Attachment H) explains which documentation the Subrecipient should keep on file.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date the Agreement is executed. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Demographic data, not to be used for determination of eligibility, including race, ethnicity, and gender shall also be collected and maintained by the Subrecipient. The Subrecipient will report applicable client data with each request for reimbursement and in accordance with Section VI. C. of this Agreement. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited by State and Federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over the SLFRF funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and 2 CFR Part 200 Subpart F.

C. Reporting and Payment Procedures

1. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement that are consistent with any approved budget and Grantee policy concerning payments. The Grantee shall reimburse the Subrecipient for eligible costs within thirty (30) days of approval of the Subrecipient's submission using the Reimbursement Request Form (Attachment A) and provide documentation substantiating all expenditures for which reimbursement is requested. Requests for reimbursement under this Agreement shall follow the Reimbursement Request Guidance (Attachment A-1). The Reimbursement Request Guidance outlines guidance by which all requests for reimbursement must be submitted, based on the date the Subrecipient expended the funds.

The County retains the right to approve or reject payment requests based on conformity with terms of this Agreement. Prompt reimbursement shall be contingent upon full contractual compliance and submittal of requisite documentation.

2. Performance Monitoring and Accomplishment Reports

The Grantee will monitor the performance of the Subrecipient. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, Agreement suspension or termination procedures will be initiated.

The Subrecipient must submit quarterly reports to the Grantee in the form and content as required by the Grantee. The Subrecipient will submit an ARPA Project Quarterly Reporting Form (Attachment B) following the attached Reporting Schedule (Attachment B-1).

3. Program Income

The Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

The Subrecipient will comply with the Genesee County Labor Standards (Attachment C), and Genesee County Bid Procedures (Attachment D).

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the Uniform Requirements.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of Uniform Requirements, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any SLFRF funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the ARPA program or (b) retained after compensating the Grantee an amount equal to the current fair market value of the equipment less the percentage of non-ARPA funds used to acquire the equipment.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

Title VI of the 1964 Civil Rights Act, Section 601 (42 USC 2000d) states "no person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, denied the benefits of, or be otherwise subjected to, discrimination under any program or activity receiving Federal financial assistance" (23 CFR Part 200.9 and 49 CFR Part 21). The Civil Rights Restoration act of 1987 broadened the scope of Title VI, clarified the intent, and expanded the definition of the terms "programs or activity" to include all programs and activities of Federal-aid recipients, subrecipients, and contractors, whether such programs are federally assisted or not (Public Law 100259 [S.557] March 22, 1988).

1. Compliance

The Subrecipient agrees to comply with provisions of Titles VI and VII of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended; 31 CFR Part 35, as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act (HCDA) of 1974 as amended; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063; and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in Title VII of the Civil Rights Act of 1964, as amended.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, as amended. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. Upon request the Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program.

2. Minority, Women and Handicapped Owned Business Enterprises (M/W/HBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, handicapped owned business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and Alaskan/North American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

The Subrecipient will submit a Genesee County MBE/WBE/HBE Outreach Report (Attachment F) evidencing compliance with this paragraph.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity (EEO) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity Employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs VIII. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Grantee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Subrecipient for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

The Subrecipient will comply with the policies contained on the Genesee County Labor Standards (Attachment C).

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

b. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

c. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements including the requirements of Genesee County (Attachments C, D and E). Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of Uniform Requirements and 2 CFR Parts 200.317 and 200.318, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to ARPA-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the ARPA-assisted activity, or with respect to the proceeds from the ARPA-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and

submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

6. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

X. ENVIRONMENTAL CONDITIONS

- A. If the project utilizes federal funding in addition to the SLFRF funding, then an environmental review may be required under the National Environmental Policy Act (NEPA) 40 CFR Part 1508.1. If required, the Subrecipient should follow NEPA's rules and regulations in completing an environmental review and provide documentation of the environmental review to the Grantee.

B. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

C. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

XI. SEVERABILITY

If any provision of this Agreement, or any provision of any document attached to or incorporated by reference is waived or held to be invalid, such waiver or invalidity shall not affect other provisions of this Agreement, and the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

XII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

CERTIFICATION

In witness whereof, the foregoing provisions to this Agreement have been examined by the undersigned and the parties have caused this Agreement to be executed by their duly authorized agents.

County's Authorized Representative

Subrecipient's Authorized Representative

Date

Date

Attachment A
Reimbursement Request Form
Genesee County American Rescue Plan Act (ARPA) Program

I. PROJECT INFORMATION

DATE: _____

Local Unit of Government Name: _____

Project/Activity Title: _____

Contact Person Name: _____

Telephone Number: _____

II. PROJECT FUNDING

ARPA Project Funding Amount: _____

\$ _____

Funds Previously Requested: _____

\$ _____

Balance Remaining Prior to This Request: _____

\$ _____

III. CURRENT REIMBRUSEMENT REQUEST

Time Period of Expenditures for this Request: _____

Total Reimbursement Request: _____

\$ _____

Balance Remaining After this Request: _____

\$ _____

IV. EXPENSE ITEMS:

Completion of All Sections in this Part is Mandatory

<u>Use of Funds</u>	<u>ARPA Amount</u>	<u>Other Project Funds Amount</u>	<u>Other Project Source</u>
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
TOTAL:	\$	\$	

V. PROJECT STATUS REPORT / PERFORMANCE REPORT

The Project Status and Accomplishments Report is enclosed:

YES NO

VI. AUTHORIZED SIGNATURE

I certify that, to the best of my knowledge and belief, the billed costs of disbursements are in accordance with the terms of the project, scope of work and budget and that the reimbursement represents the federal share due, which has not been previously requested, and that an inspection has been performed and all work is in accordance with the terms of this grant.

Prepared by: _____

Phone: _____

Name and Title

Approved by: _____

Date: _____

Signature of Authorized Official

Attachment A-1
Reimbursement Request Guidance
Genesee County American Rescue Plan Act (ARPA) Program

The following Reimbursement Request Schedule identifies the last date for which requests for reimbursement will be accepted by the Genesee County Metropolitan Planning Commission (GCMPC), as determined by the date expenses were incurred by the Subrecipient. An expense is incurred when work is performed, an item is purchased, or a service is provided.

Example: Expense Incurred: On October 19, 2022, the contractor installed a new watermain, generators were purchased for the police department, etc.

Payment: A Reimbursement Request Form and all supporting documentation must be submitted to GCMPC no later than December 31, 2023.

The Subrecipient can submit up to three (3) reimbursement requests using the reimbursement request form for up to 100% of the ARPA allocation.

NOTE:

These dates are subject to change based upon when contracts are signed with sub-recipients. Reimbursement requests may be required earlier to close the fiscal year. You will be notified if this requirement is applicable.

Attachment B Genesee County American Rescue Plan Act (ARPA) Projects Quarterly Reporting Form

Quarterly Reporting Dates

Period Covered	Due Date
January 1, 2022 – March 31, 2022	April 30, 2022
April 1, 2022 – June 30, 2022	July 31, 2022
July 1, 2022 – September 30, 2022	October 31, 2022
October 1, 2022 – December 31, 2022	January 31, 2023
January 1, 2023 – March 31, 2023	April 30, 2023
April 1, 2023 – June 30, 2023	July 31, 2023
July 1, 2023 – September 30, 2023	October 31, 2023
October 1, 2023 – December 31, 2023	January 31, 2024

Project Details

Project Name:

Project ID Number (determined by Genesee County):

Project Description:

Project Status

Period of Performance Start Date:

Period of Performance End Date:

Not Started
 Less than 50% Complete
 More than 50% Complete
 Completed

Tasks Completed:

Tasks Left to Complete:

Obligations and Expenditures

Genesee County ARPA funding provided this quarter:

Total Genesee County ARPA funding provided to date:

Genesee County ARPA funding spent this quarter:

Total Genesee County ARPA funding spent to date:



Attachment B-1

Genesee County American Rescue Plan Act (ARPA) Projects
Reporting Schedule

The Subrecipient is required to submit reports on a quarterly basis. The table below shows when each quarterly report is due and the period they should cover.

Quarterly Reporting Dates

Period Covered	Due Date
January 1, 2022 – March 31, 2022	April 30, 2022
April 1, 2022 – June 30, 2022	July 31, 2022
July 1, 2022 – September 30, 2022	October 31, 2022
October 1, 2022 – December 31, 2022	January 31, 2023
January 1, 2023 – March 31, 2023	April 30, 2023
April 1, 2023 – June 30, 2023	July 31, 2023
July 1, 2023 – September 30, 2023	October 31, 2023
October 1, 2023 – December 31, 2023	January 31, 2024



Attachment C

Genesee County Labor Standards
Genesee County American Rescue Plan Act (ARPA) Program

- Contract under \$2,000

No Labor Standards required.

- Contract exceeds \$2,000

Notify County staff at least two weeks before advertising or requesting quotes.

County staff will provide the Wage Decision and Federal Requirements/contract material to be incorporated into bid specifications. Obtain approval of Genesee County staff at (810) 257-3010 *prior to advertising bid opportunities.*

Bid Project - Published Notice must state that this project is federally funded with language included according to Federal Requirements.

Notify Genesee County staff at (810) 257-3010 to establish a preconstruction meeting *immediately after contract has been awarded.*

Attachment D

Genesee County Bid Procedures
Genesee County American Rescue Plan Act (ARPA) Program

MANDATORY FOR ALL CONTRACTS

1. Bid specifications submitted to and approved by GCMPC staff
2. Pre-bid meeting with GCMPC staff
3. Staff to provide Wage Decisions for bid packet for construction activities

Davis-Bacon Act: Contracts greater than \$2,000 - all prime contractor and subcontractor laborers must be paid Prevailing Wages to receive reimbursement

4. Submit bid tabulation to GCMPC staff
5. Award bid to lowest responsible bidder
6. Pre-construction meeting (if applicable) with GCMPC staff, prime contractors and subcontractors present
7. A copy of any signed contract assisted with federal funds must be retained in Subrecipient's file and a copy submitted to Genesee County Metropolitan Planning Commission (GCMPC) offices, located at:

Room 111, 1101 Beach Street, Flint, MI 48502

Telephone: (810) 257-3010

Fax: (810) 257-3185

www.gcmpr.org

Contract for Services/Emergency Repairs/Supplies Over \$250

For activities that are on-going throughout the year exceeding \$250, three or more companies should be asked to submit costs/prices (quotes must be retained in subrecipient's file and copies sent to GCMPC). At least one of the three companies asked for quotes should be a Minority/Women/Handicapped Business Enterprise (MBE/WBE/HBE). Lowest responsible bid should be awarded contract. Contract with the selected company may not exceed a one-year period.

New bids must be secured on an annual basis. Examples of activities that may use this process include monthly printing of newsletters, cleaning services, snow removal, trash removal, weed cutting, emergency repairs for such items as heating and plumbing, and monthly purchases of like supplies such as paper, pens, paper towels, etc.

Contract Between \$250 and \$10,000

Three or more companies should be asked to submit costs/prices (quotes must be retained in Subrecipient's file and copies sent to GCMPC). At least one of the three companies asked for quotes should be a MBE/WBE/HBE.

Lowest responsible bid should be awarded contract (letter of award/rejection must be placed in subrecipient's file and copy sent to Genesee County Metropolitan Planning Commission).

Contract Exceeds \$10,000

Bid notice must be formally advertised in local newspapers and a trade journal (affidavit placed in Subrecipient's file and copy sent to GCMPC).

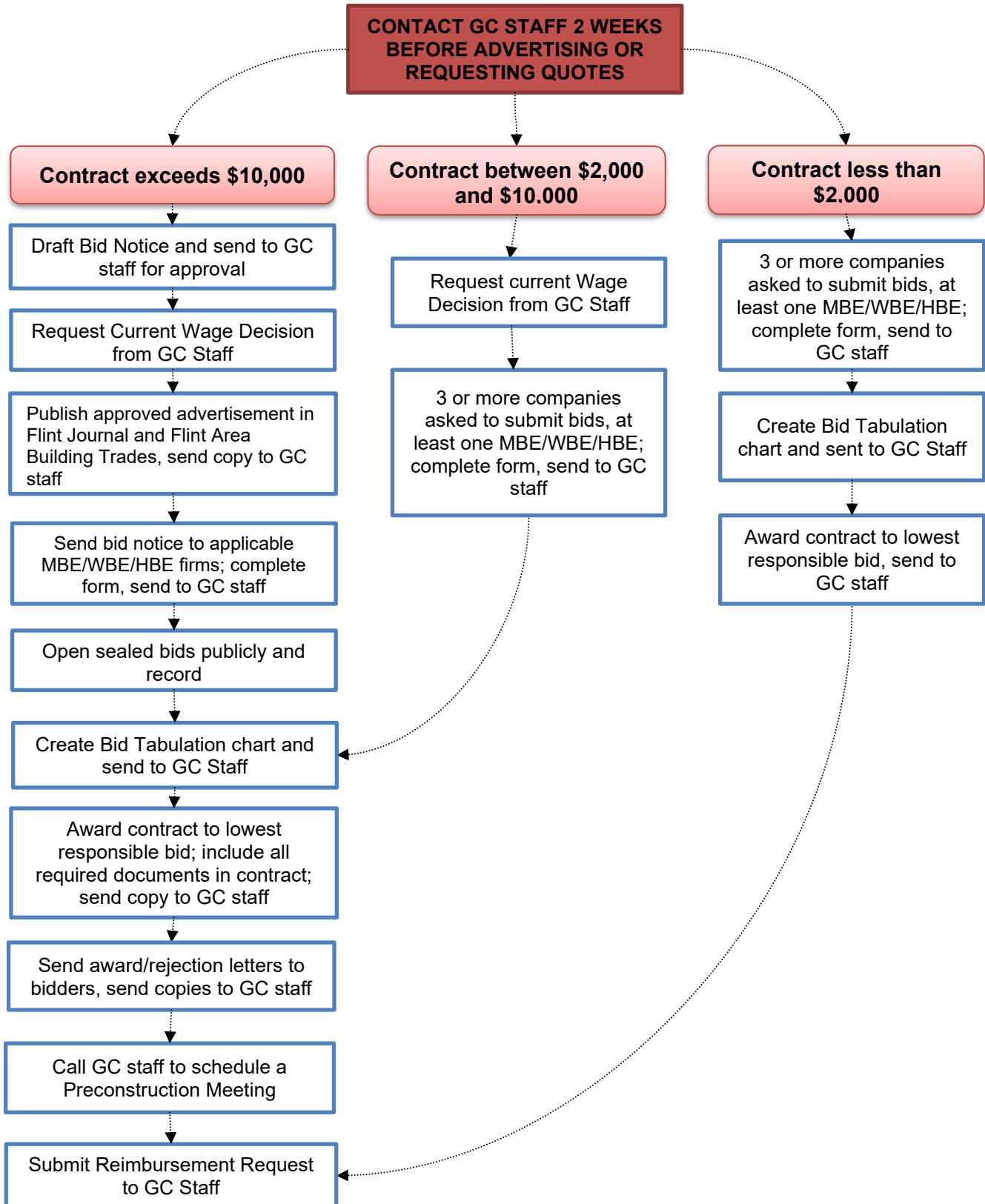
Bid notice also should be sent to as many applicable MBE/WBE/HBE firms as can be found through means inclusive, but not limited to, the "Genesee County Minority Business Directory" (Document this and send copies to GCMPC).

Bid notice must be sent to the Flint Area Building Trades Council.

Sealed bids must be publicly opened and recorded (bid tabulation placed in Subrecipient's file and copy sent to GCMPC).

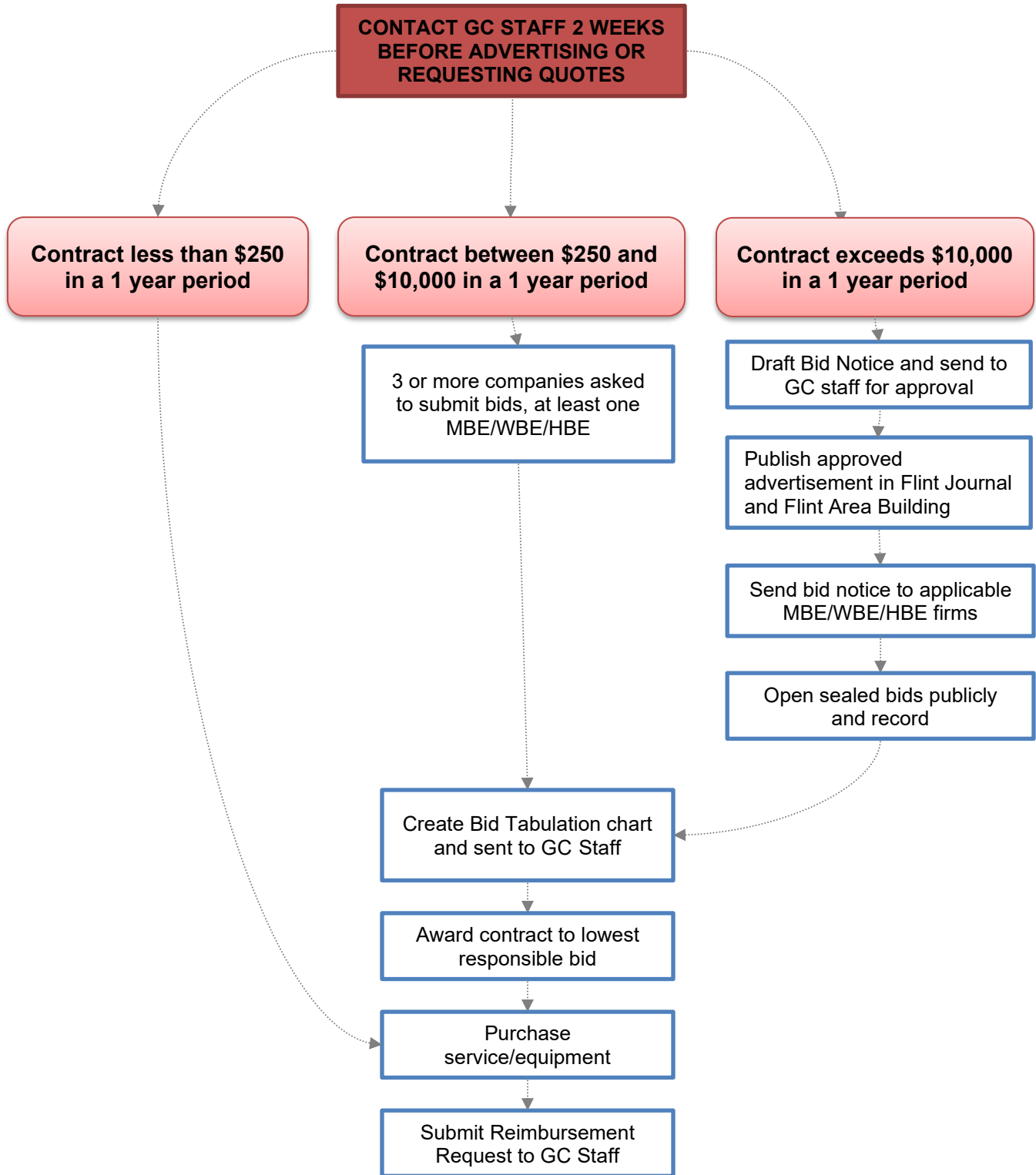
Lowest responsible bid should be awarded contract (letter of award/rejection placed in Subrecipient's file and copy sent to Genesee County Metropolitan Planning Commission). IF lowest responsible bidder is not awarded, the Subrecipient *must submit written justification and obtain approval* of the award from GCMPC staff.

Genesee County American Rescue Plan Act (ARPA) Program Procurement Process for Construction Contracts



Note: This chart does not reflect procurement or utilization of an engineering or other professional service company.

Genesee County American Rescue Plan Act (ARPA) Program Procurement Process for Construction Contracts



Attachment D.1
ARPA Federal Requirements Checklist

Advertisement:

___ Sealed Proposals will be received by the Local Unit of Government for Project Name, located at address. Proposals will be received at location, address, until time, date. All bids received will be opened and publicly read aloud.

___ The above referenced project is a federally funded activity authorized under the Coronavirus State and Local Fiscal Recovery Fund (SLFRF), 31 CFR Part 35, as amended. All successful bidders must comply with federal labor standards, including the Davis-Bacon Act and the Copeland Anti-Kickback legislation; federal equal opportunity requirements.

___ Minority/Women/Handicapped business owned enterprises (MBE/WBE/HBE) and Section 3 business concerns seeking bid opportunities under this Project Notice are encouraged to respond.

___ Description of project with enough detail that the contractors can tell if they would want to apply.

___ The right is reserved by Local Unit of Government to accept any bid, to reject any or all bids, and to waive any irregularities in any bid, in the interest of Local Unit of Government.

Bid Packet:

___ The above-reference project is a federal funded activity authorized under the Coronavirus State and Local Fiscal Recovery Fund (SLFRF), 31 CFR Part 35, as amended All successful bidders must comply with the federal labor standards, including the Davis-Bacon Act and the Copeland Anti-Kickback legislation, federal equal opportunity requirements.

___ Enclosed is the set of documents related to compliance with federal requirements concerning Genesee County American Rescue Plan Act projects/ or Federal Requirements.

- ___ Labor Standards Requirements
 - ___ Federal Labor Standards Provisions (Form HUD-4010)
- ___ Equal Employment Opportunity Requirements
 - ___ Equal Employment Opportunity Clause
 - ___ Standard Federal Equal Employment Opportunity Construction Contract Specifications
 - ___ Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity
 - ___ Participation Goals for Minorities and Females
- ___ Minority/Women/Handicap Business Enterprise Requirements
 - ___ Minority/Women/Handicap Business Enterprise (MBE/WBE/HBE) Procurement Procedures
 - ___ Genesee County MBE/WBE/HBE Outreach Form
 - ___ Genesee County Certified Businesses and Minority Directory

- Applicable Federal Acts, Guidelines, and Orders
 - Architectural Barriers Act of 1968 Provision
 - Accessibility Guidelines for Building and Facilities
 - Clean Air Act of 1970 and Federal Water Pollution Control Act Provisions
 - Wetlands Protection Clause Executive Order 11990
- Davis-Bacon Act Requirements
 - Project Wage Decision

Contract:

"The Contractor acknowledges that this project is funded through an American Rescue Plan Act grant from the U.S. Department of Treasury."

Grant Compliance

Prevailing Wage. The Contractor shall pay its employees not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area. The Contractor shall submit to the Local Unit a certified payroll record at the completion of the project, or within 10 days of the end of each month, and shall permit the Local Unit or Genesee County Metropolitan Planning Commission staff to conduct on-site interviews with the Contractor's employees to ensure compliance with this Section. For the purposed of this Section, the Contractor shall be in compliance if the Contractor is in compliance with the Davis-Bacon Act, 40 U.S.C. §3141, et seq., and pays wages consistent with the prevailing wage rates published by the United States Department of Labor, which can be found at www.WDOL.gov.

The Federal Labor Standards Provisions and the wage decision for this project are attached.

Equal Employment Opportunity. The Equal Employment Opportunity requirements (Executive Order 11246, as amended- 41 CFR Part 60-1.4(b)) are detailed)

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246- 41 SFR Park 60.4.3).

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246- 41 SFR Park 60.4.3)

Participation Goals for Minorities and Females

Minority/Women/Handicap Business Enterprises. The Minority/Women/Handicap Business Enterprise (MBE/WBE/HBE) Procurement Procedures and Outreach Form.

A list of references for locating a MBE/WBE/HBE

___*Architectural Barriers Act of 1968 Provision.* The Architectural Barriers Act of 1968 Provision (Public Law 90-480, as amended through 1984-42 U.S.C. 4151 et seq.), must be followed, if applicable, and is as follows: All contracts for construction facilities shall contain a provision which requires the recipient to comply with the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157), as amended, requirement that the design of any facility constructed **comply with the “Architectural and Transportation Accessibility Compliance Board Guidelines** under the Authority of the Architectural Barriers Act of 1968, as amended.

___*Accessibility Guidelines for Buildings and Facilities.* A complete version of the Accessibility Guidelines for Buildings and Facilities can be found at [this link](#). This document contains scoping and technical requirements for accessibility to buildings and facilities by individuals with disabilities under the Americans with Disabilities Act (ADA) of 1990. These scoping and technical requirements are to be applied during the design, construction, and alteration of buildings and facilities covered by Titles II and III of the ADA to the extent required by regulations issued by federal agencies, including the Department of Justice and the Department of Transportation, under the ADA.

___ *Clean Air Act of 1970 and the Federal Water Pollution Control Act.* Applicable to contracts and subgrants of amounts in excess of \$100,000.00. An amendment must be included in contracts over \$100,000.00 which shall contain a provision which requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) as amended. Violations shall be reported to the grantor agency and the Regional Office of the Environmental Protection Agency.

___ *Wetlands Protection Clause.* Wetlands Protection Clause (Executive Order 11990) is included.

Attachment D.2

ARPA Projects Under \$10,000

Project Check List

Community: _____ Project Number: _____

Project Name: _____ Project Award: _____

Contact: _____ Phone: _____ Email _____

Projects Between \$250 - \$10,000

Quotes / Cost Estimates

- 3 Price Quotes
- At least 1 of 3 was Minority/Women/Handicap Business Enterprise
- Letters of Award / Rejection to Companies that Submitted Quotes

Projects Greater than \$2,000 – Davison Bacon Triggered

- Referenced Memo NO. 130 for Project Classification
- Wage Decision Type: _____
- General Decision Number: _____
- Modification Number and Date: _____

Pre-Construction Period

Contractor Verification (Excluded Parties List System Printout Attached) Completed on: _____

(Optional) Preconstruction Meeting Date: _____

N/A or Pre-Construction Meeting Minutes/ Notes

- Contract Award Letter or Resolution
- Contract Award Date: _____

Is the Award Date Within 90 Days of Bid Opening? Yes No

Contract Dollar Amount: \$ _____

Signed Construction Contract

Contractor Compliance

Prime Contractor: _____ Address: _____

Contact: _____ Phone: _____ Email: _____

Construction Start Date / Postcard: _____

Signed Notice of Construction Contract Award (NOCCA)

Signed Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements

Workforce Assessment - Job Expected to Take _____ days/weeks/months or N/A

Job Site Assessment

Job Classification: _____ Wages: _____ Fringes: _____

Job Classification: _____ Wages: _____ Fringes: _____

Job Classification: _____ Wages: _____ Fringes: _____

Job Classification: _____ Wages: _____ Fringes: _____

Signed Apprenticeship Certification

(Optional) GCMPC Staff Prepared Project Wage Rate Sheet

Signed Certified Payroll (Original Signatures)

Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed
 Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed
 Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed
 Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed
 Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed
 Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed

No "Other Deductions" or "Other Deductions" with Written Authorization
 Fringes Option A or Fringes Option B
 Payrolls Numbered and Final Payroll Marked

Employment Utilization Report

Employee Interview Date: _____ Identified Wages Correspond with Payroll

Date of Project Completion: _____

Other Notes:

Attachment D.3

ARPA Projects Over \$10,000

Project Check List

Community: _____ Project Number: _____

Project Name: _____ Project Award: _____

Contact: _____ Phone: _____ Email _____

Bidding Process

Referenced Memo NO. 130 for Project Classification

Wage Decision Type: _____

General Decision Number: _____

Modification Number and Date: _____

Federal Funding Reference Included in Bid Advertisement

Federal Funding Requirements Included in Bid Packet

Bid Advertisement Date: _____

Pre-Bid Meeting Date: _____

Bid Opening Date: _____

Wage Decision Verification 10 9 8 7 6 5 4 3 2 1 days Prior to Bid Opening:

No Modification

Modification – Do not have reasonable time to notify bidders Report included in file

Modification – Effective

If Modification Effective: New General Decision Number: _____

If Modification Effective: New Modification Number and Date: _____

Minority/Women/Handicap Business Enterprise Outreach Form Completed

Bid Tabulation

Other Notes:

Pre-Construction Period

Contractor Verification (Excluded Parties List System Printout Attached) Completed on: _____

(Optional) Preconstruction Meeting Date: _____

- N/A or Pre-Construction Meeting Minutes/ Notes
 - Includes Date and Place of Conference
 - Includes Project Name, Location and Description
 - Includes Name of Contractor
 - Includes Contract Amount
 - Includes Wage Determination Number
 - Includes Summary of Items Covered
 - Includes List of Attendees

Contract Award Letter or Resolution

Contract Award Date: _____

Is the Award Date Within 90 Days of Bid Opening? Yes No

If No - Wage Decision Verification:

- No Modification
- Modification

If Modification:

General Decision Number: _____

Modification Number and Date: _____

Local Unit Notified on: _____

Bidders Notified on: _____

Contract Dollar Amount: \$ _____

- Signed Construction Contract
 - Includes Labor Standard Provisions
 - Includes Wage Decision, Including Modifications

Notice to Proceed Letter

- N/A or Contract Change Orders (Only Allowed After the Start of Construction)
 - Approved at Official Meeting
 - Signed by Contractor
 - Added as Addendum to Contract
 - Cumulative Total of Change Orders Does Not Exceed 20% of Original Contract

Other Notes:

Contractor Compliance

Prime Contractor: _____ Address: _____

Contact: _____ Phone: _____ Email: _____

Construction Start Date / Postcard: _____

Signed Notice of Construction Contract Award (NOCCA)

Workforce Assessment - Job Expected to Take _____ days/weeks/months or N/A

Job Site Assessment

Job Classification: _____ Wages: _____ Fringes: _____

Job Classification: _____ Wages: _____ Fringes: _____

Job Classification: _____ Wages: _____ Fringes: _____

Job Classification: _____ Wages: _____ Fringes: _____

Signed Apprenticeship Certification

(Optional) GCMPC Staff Prepared Project Wage Rate Sheet

Signed Certified Payroll (Original Signatures)

Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed
 Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed
 Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed
 Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed
 Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed
 Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed

No "Other Deductions" or "Other Deductions" with Written Authorization
 Fringes Option A or Fringes Option B
 Payrolls Numbered and Final Payroll Marked

Employee Interview Date: _____ Identified Wages Correspond with Payroll

Date of Project Completion: _____

Other Notes:

Sub-Contractor Compliance

Sub-Contractor: _____ Address: _____

Contact: _____ Phone: _____ Email: _____

Construction Start Date / Postcard: _____

Signed Notice of Construction Contract Award (NOCCA)

Workforce Assessment - Job Expected to Take _____ days/weeks/months

Job Site Assessment

Job Classification: _____ Wages: _____ Fringes: _____

Job Classification: _____ Wages: _____ Fringes: _____

Job Classification: _____ Wages: _____ Fringes: _____

Job Classification: _____ Wages: _____ Fringes: _____

Signed Apprenticeship Certification

(Optional) GCMPC Staff Prepared Project Wage Rate Sheet

Signed Certified Payroll

Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed
 Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed
 Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed
 Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed
 Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed
 Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed

No "Other Deductions" or "Other Deductions" with Written Authorization
 Fringes Option A or Fringes Option B
 Payrolls Numbered and Final Payroll Marked

Employee Interview Date: _____ Identified Wages Correspond with Payroll

Date of Project Completion: _____

Other Notes:

Attachment E

Minority/Women/Handicap Business Enterprise Procurement Procedures
Genesee County American Rescue Plan Act (ARPA) Program

Projects assisted with Genesee County American Rescue Plan Act (ARPA) funds must comply with Program procurement standards. Federal regulations contained at 2 CFR Part 200 require that the opportunity to bid on activities assisted, in any part, with these Genesee County Program funds, be offered to MBE/WBE/HBE firms.

Local Units of Genesee County government, Non-Profit Agencies, Architectural / Engineering / Design / Consulting firms; Prime Contractors, and Subcontractors must complete the appropriate Procurement Outreach form (attached) in order for bid procedures to be complete and compliant with federal regulations. For your convenience a copy of the *Minority Business Directory* can be found at: <http://gcmprc.org/wp-content/uploads/2020/02/DBE.MBE.WBE-Business-Listing.pdf> to assist you in identifying contractors and businesses needed to carry out your project activity. The *Directory* is not to be construed as the sole source listing of MBE/WBE/HBE firms in our community, but rather as one source.

It is required that a minimum of three contractors/business be contacted for each industry Procurement that proposed to be assisted with Genesee County federal Program funds. Of these three, at least one MBE/WBE/HBE per industry must be offered the opportunity to bid on the project activity. Examples of industries are: architectural and engineering services; janitorial services; paper goods; asphalt paving services; roofing firms; electrician services; and other construction trades. This is not an exhaustive list of activities. Procurement procedures depend on the amount of the work to be procured. Please reference the attached information on procurement and labor standards for federally assisted projects and activities.

All subrecipients are responsible for ensuring that their Prime and Subcontractors also complete the MBE/WBE/HBE outreach report (Attachment F) in order for the bid process to be considered compliant. Prime Contractors are required to perform the outreach procedures when seeking subcontractors for performing work / offering materials, services, or supplies on the federally assisted project / activity. Proper documentation includes: the name of the company, name of person contacted, date of contact, registered mail slip, and identification of selected MBE/WBE/HBE. Should the outreach documentation not include a potential MBE/WBE/HBE, the subrecipient; prime and subcontractors must indicate through written documentation the reason(s) why this situation has occurred. This must be attached to the proposed bid tabulations prior to approval of acceptable bid by Genesee County.

If the proper documentation is not provided to Genesee County, the project procurement procedures will not be considered compliant, and therefore any resulting bids will not be considered acceptable. The bid process may be delayed and/or may be required to be re-bid should the MBE/WBE/HBE outreach process be non-compliant. This will be determined at the sole discretion of Genesee County.

In order to assure compliance with federal regulations, a copy of all bid tabs and the MBE/WBE/HBE outreach forms must be submitted to Genesee County prior to any award of contracts, the preconstruction meeting; and/or any purchase of equipment, supplies, and / or services to be assisted under a federally assisted project / activity.

Attachment F

Genesee County MBE/WBE/HBE Outreach Report
for Local Units of Government, Contractors and Subcontractors

Date: _____

Local Unit of Government: _____

Prime Contractor: _____

Subcontractor: _____

Contact Person: _____ Telephone Number: _____

Name of Project: _____

Type (Construction, Materials, Services OR Supplies): _____

To comply with federal Procurement and MBE/WBE/HBE outreach requirements, local units of government; non-profit agencies; prime contractors; and subcontractors are required to select three businesses for each category, (i.e., materials, supplies, services, design/engineering/architectural services, construction trades, etc.). Of these three businesses, one business must be selected for solicitation from a MBE/WBE/HBE. This form may be reproduced if necessary for additional contacts.

The following information is required. If the proper documentation is not provided, your bid documentation will be considered as incomplete, and therefore will not be considered acceptable.

Proper documentation includes: name of company, name of person contacted, date of contact, registered mail slip, and identification of selected MBE/WBE/HBE's.

- 1) Contractor Name: _____
- Contact Person: _____
- Form of Contact: _____ Date: _____
- Supporting Documentation: _____
- Written Bid Received: YES NO Amount: _____
- Were they Selected for Contract?: YES NO
- If No, Why? _____
- MBE/WBE/HBE: YES NO

2) Contractor Name: _____
Contact Person: _____
Form of Contact: _____ Date: _____
Supporting Documentation: _____
Written Bid Received: YES NO Amount: _____
Were they Selected for Contract?: YES NO
If No, Why? _____
MBE/WBE/HBE: YES NO

3) Contractor Name: _____
Contact Person: _____
Form of Contact: _____ Date: _____
Supporting Documentation: _____
Written Bid Received: YES NO Amount: _____
Were they Selected for Contract?: YES NO
If No, Why? _____
MBE/WBE/HBE: YES NO

Local Unit of Government Signature: _____ Date: _____

Prime Contractor Signature: _____ Date: _____

Subcontractor Signature: _____ Date: _____

Attachment G

Federal Award Information
Genesee County American Rescue Plan Act (ARPA) Program

1) Recipient Name: _____

2) Recipient's Unique Entity Identifier: _____

3) Unique Federal Award Identification Number (FAIN): _____

4) Federal Award Date: _____

5) Period of Performance Start and End Date: _____

6) Amount of Federal Funds Obligated by this action: _____

7) Total Amount of Federal Funds Obligated: _____

8) Total Amount of the Federal Award: _____

9) Budget Approved by the Federal Awarding Agency: _____

10) Total Approved Cost Sharing or Matching where applicable: _____

11) Federal Award Project Description:

12) Name of federal awarding agency and contact information for awarding official: _____

13) CFDA Number and Name: _____

14) Identification of whether the award is R & D: _____

15) Indirect Cost Rate for the Federal Award: _____

Attachment H

What Documentation Do I Keep in ARPA Project Files?

During On-site File Monitoring, GCMPC staff will look for all ARPA files located at Local Unit of Government offices to match the files kept at the GCMPC office. To ensure this, it is best that subrecipients copy and save any documentation submitted to GCMPC in respective project folders at the time of submission. Saving any relevant correspondences with GCMPC staff, or participating contractors, regarding a ARPA project is highly recommended. **Each ARPA project should have its own project folder. Genesee County requires record retention at least five years beginning from the date when the contract is executed.

The following details all documentation that should be kept on file, up-to-date and readily available upon request.

Required Documentation:

- o Conflict of Interest Policy
- o Certificate of Insurance (Liability Insurance)
- o Internal Controls
- o Chart of Accounts showing line item for ARPA
- o SAM.gov registration

Documentation that should be in every project folder:

- o Project Application: Save a copy of the project application in each project folder.
 - o Public hearing publication, minutes, and sign-in sheet
 - o Board resolution and/or meeting minutes for approval of proposed projects
- o Contract:
 - o Original signed contract
 - o Any signed contract amendment(s)
 - o Resolution or meeting minutes from local board approval of amendment if project funding or scope changes.
- o Reimbursement requests:
 - o Attachment A – Payment Request Form
 - o Attachment B – ARPA Project Quarterly Reporting Form
 - o Backup documentation (includes proof of purchase, proof of payment, etc.)
 - o It is important that a copy of any payment checks and/or corresponding letters received from GCMPC are saved in project folders.

Procurement for Projects:

1. Public Service Projects: Typically, this type of project will not have any procurement documentation. If there was a single item purchased for more than \$250, three price quotes should have been included with the reimbursement request.
2. Construction Projects:

- a) Municipal staff or Genesee County Water and Waste Services staff used to complete work
 - o Service Agreement/Contract between GCWWS and local unit and/or notification from GCWWS that they will be carrying out the project
 - o Any invoices from GCWWS that should have been included with the payment request
- b) Contractor used to complete work
 - o Bid advertisement and wage decision
 - o Minority outreach and Section 3 documentation (if applicable)
 - o Bids received
 - o Bid Tabulation Chart showing award to lowest responsible bidder
 - o Board Resolution and or meeting minutes accepting bid award
 - o Service agreement/contract between prime contractor and Local Unit of Government

For more information on construction procurement, review the Genesee County Bid Procedures. This is included with ARPA contracts or can be requested from your project manager.

Attachment I

Project Signage Information

The Subrecipient agrees that a sign recognizing the federal funding organization and the Grantee will be placed at the jobsite, by the Subrecipient, during the project construction period. Signage will be developed and provided by the Grantee. Any printed materials related to this project shall include the Genesee County logo.

PURCHASE AND SALE AGREEMENT

BY SIGNING THIS PURCHASE AND SALE AGREEMENT (Agreement), the City of Swartz Creek ("Seller"), and Roger Sharpe, as agent for an entity to be formed, ("Buyer"), agree to sell and purchase the following real estate, commonly known as 8002 Miller Road, located in the City of Swartz Creek, Genesee County, Michigan, described as follows:

Lot 58, SUPERVISOR'S PLAT OF SWARTZ CREEK, according to the recorded plat thereof, as recorded in Plat Liber 17, Page 42, Genesee County Records.

Tax ID: 58-35-576-049

(the "Property"), together with all improvements and appurtenances now on the Property, with Buyer to pay \$141,000 ("the Purchase Price"), subject to the existing building and use restrictions, easements of record, and zoning ordinances, if any, on the following conditions:

CASH SALE

Seller shall convey title to the Property to Buyer by delivery of a warranty deed conveying marketable title ("Deed") on tender of the Purchase Price. Payment of the Purchase Price is to be made in cash, title company check, or bank cashier's check.

EVIDENCE OF TITLE

As evidence of title, Seller, at Seller's expense, agrees to furnish Buyer within ten (10) days of the Effective Date (as defined below), a commitment for title insurance issued by Sargents Title Company (the Title Company) in an amount not less than the Purchase Price and bearing a date later than the acceptance date of this Agreement, with the owner's policy to be issued pursuant to the commitment insuring marketable title (as defined below) to the Property in Buyer.

Seller shall execute an owner's affidavit and such other documents as the title insurance company or its agent typically requires for the issuance of a policy without standard exceptions, provided, however, that Buyer shall pay for the cost of any survey required for the deletion of the standard exceptions. For purposes of this Agreement, marketable title shall mean fee simple title free and clear of any and all liens and encumbrances whatsoever, excepting only recorded and enforceable building and use restrictions, public utility easements of record, and zoning ordinances, which shall not constitute title defects or render the title to the Property unmarketable, provided, however, that Buyer, at Buyer's sole option, may elect to accept title in whatever condition it may be in, notwithstanding such condition would not meet the above definition of "marketable title" and, in such

event, marketable title shall mean the condition of title which Buyer has elected to accept.

RESTRICTIVE COVENANTS

Buyer agrees that the conveying Deed will contain the restriction that the Buyer will not sell, convey, or otherwise dispose of the property for a period of three (3) years. Further, that the first floor of the Property shall be used for the purpose of a retail shop for three (3) years. These restrictive covenants are intended to run with the land, and shall commence from the Closing Date.

TITLE OBJECTIONS

If objection to the title is made in the commitment for title insurance or based on a written opinion of Buyer's attorney that the title is not in the condition required for performance of this Agreement, Seller, at Seller's sole option, shall have thirty (30) days from the date Seller is notified in writing of the particular defects claimed, either (1) to fulfill the requirements in the commitment or to remedy the title defects set forth in Buyer's attorney's opinion or (2) to refund the deposit in full termination of this Agreement. If Seller is able to comply with such requirements or remedy such defects within the time specified, as evidenced by written notification, revised commitment, or endorsement to commitment, Buyer agrees to complete the sale within fourteen (14) days of receipt of a revised commitment or endorsement to commitment, subject to any other contingency contained in this Agreement. If, after reasonable efforts, Seller is unable to furnish satisfactory title within the time specified, the deposit shall be immediately refunded in full termination of this Agreement, unless Buyer elects to proceed with the sale accepting such title as Seller is able to convey.

EARNEST MONEY DEPOSIT

Seven (7) days from the Effective Date (as defined below) of this Agreement, Buyer shall make an earnest money deposit of \$10,000 which shall be held by the Title Company, and which shall be applied toward the Purchase Price at closing if the sale is consummated.

TAXES AND PRORATED ITEMS

All taxes and assessments which have become a lien on the land as of the date of closing shall be paid by Seller, except that: (a) all current property taxes shall be prorated and adjusted between Seller and Buyer as of the date of closing on a due-date basis, without regard to lien date, as if paid prospectively (e.g., taxes due July 1 will be treated as if paid for the period July 1 through the following June 30, and taxes due December 1 shall be treated as if paid for the period December 1 through the following November 30); and (b) Buyer shall be

responsible for the payment of all property taxes falling due after the date of closing without regard to lien date. Capital or lateral charges and special assessments which have become a lien on the Property shall be paid in full by Seller on or before closing. Capital or lateral charges and special assessments which have not become a lien on the Property shall be paid by Buyer either in full at closing, or, if applicable, in installments, and Seller shall pay all association dues during any postclosing occupancy period to the date of delivery of possession to Buyer. Seller shall pay the cost of all utilities and service charges through and including the date of transfer of possession and occupancy to Buyer.

CLOSING

Closing shall take place at the office of the Title Company within ten (10) days from the expiration of the Inspection Period and final approval of the City of Swartz Creek City Council. If the closing takes place anywhere other than at the office of the Title Company, Seller shall arrange for a Title Company representative with authority to update and mark up the commitment for title insurance as required under this Agreement to be present at the closing. If title can be conveyed in the condition required under this Agreement and all contingencies have been satisfied or waived, closing shall take place on a date and time as is mutually agreeable to the parties and as dictated by the ability and availability of Buyer's lender, if any, to close, provided, however, that closing shall occur not later than ten days June 20, 2022. Seller shall provide a complete package of every document to be executed by Buyer to Buyer's attorney within 48 hours of closing.

PAYMENT OF FEES, CLOSING COSTS, ETC.

Buyer and Seller shall split all closing fees and costs associated with recording the required Deed, and the seven percent (7%) of the Purchase Price to Lucia Properties, LLC. The parties agree that the Title Company shall prepare the required Deed and closing documents necessary to complete this transaction, that the Title Company shall conduct the closing, and that the cost of same, together with any settlement, document preparation, or disbursement fee, shall be borne by Seller. Seller shall pay the required transfer tax, and the cost of an owner's commitment and policy of title insurance. At closing, the parties shall execute closing statements prepared by the Title Company and all income or other tax reporting documents as required by the Title Company.

POSSESSION

Seller shall deliver possession of the Property to Buyer at closing subject to the tenant currently in possession of the Property, under the agreements disclosed in Exhibit B of this Agreement. Any enforcement or eviction proceedings to remove the tenant shall be the sole responsibility of the Buyer after the closing date.

BUYER'S CONTINGENCIES

Buyer's obligations under this Agreement shall be contingent on the following:

At Buyer's sole option and expense, Buyer obtaining a survey (of any type, e.g., mortgage report, ALTA/ASCM survey with any Table A options Buyer desires) of the Property within thirty (20) days after the Effective Date (as defined below). If Buyer is not satisfied with the results of the survey for any reason related to title, marketability, or Buyer's use of the Property, or if, for any reason, the survey is insufficient to cause the survey exception to be deleted from the standard exceptions to the policy of title insurance, Buyer shall so notify Seller in writing within three (3) business days after the expiration of the thirty (20) day survey period. On receipt of written notice of same, Seller shall immediately refund to Buyer all sums deposited by Buyer and this Agreement shall be terminated and of no further force and effect. If no written objection is made by Buyer within the stated period, this survey contingency shall be deemed to be waived by Buyer and the parties shall proceed to closing in accordance with the terms of this Purchase Agreement and Buyer shall be deemed to have purchased the Property in an "AS IS" condition.

Buyer shall have a period of twenty (20) days from the Effective Date of this agreement to inspect and investigate all aspects of the Property ("Inspection Period").

Buyer agrees that this Agreement shall be made public for inspection at the Seller's Clerk's office for thirty (30) days in accordance with Section 13.3 of the Seller's Charter.

SELLER'S REPRESENTATIONS

Seller represents and warrants to Buyer as follows:

To the best of Seller's knowledge, there is no pending litigation affecting all or any part of the Property, or Seller's interest in it.

To the best of Seller's knowledge, there are no undisclosed or latent defects affecting the Property and its improvements other than as set forth and identified on Seller's Disclosure Statement.

To the best of Seller's knowledge, there are no unrecorded interests of any person(s) or entity(ies) in and to the Property whatsoever (including, but not limited to, easements, profits, and licenses).

To the best of Seller's knowledge, there are no easements, either above the surface, at grade, or subsurface, other than utility easements of record, which

would affect or interfere with Buyer's use and enjoyment of the Property, as determined by Buyer.

To the best of Seller's knowledge, there are no underground storage tanks or hazardous or toxic substances existing on, under, or above the Property as defined in any federal, state, or local law, regulation, rule, statute, or directive, nor is there any asbestos or urea formaldehyde foam insulation installed in or on the Property.

The Property is occupied pursuant to a written lease, and is not subject to any unrecorded agreements or covenants other than those reported in writing to Purchaser by Seller and those listed on Exhibit B attached hereto, and Seller shall not enter into any other lease or agreement prior to the Closing or other termination of this Agreement.

These representations and warranties shall survive the closing of this transaction and shall not be deemed merged into the Deed.

LEGAL DESCRIPTION

Buyer and Seller acknowledge and agree that the legal description for the Property shall be that as set forth in the commitment for title insurance to be obtained by Seller, and furnished to Buyer under this Agreement, or the survey obtained by Buyer, if any. In the event of a conflict between the legal description in the commitment for title insurance and any survey obtained by Buyer, the legal description contained in the survey shall control.

BUYER'S DEFAULT

In the event of material default by Buyer under this Agreement, Seller may, as Seller's sole option, declare a forfeiture of this Agreement and retain the deposit as liquidated damages.

SELLER'S DEFAULT

In the event of material default by Seller under this Agreement, Buyer may, at Buyer's option, elect to enforce the terms of this Agreement, demand and be entitled to an immediate refund of Buyer's entire deposit in full termination of this Agreement, or pursue any other legal or equitable remedy available to Buyer.

BINDING AGREEMENT

This Agreement shall bind and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties. This Agreement shall be governed by and interpreted in accordance with the provisions of the laws of the State of Michigan.

TIME OF THE ESSENCE

Time is of the essence of this Agreement, except that Buyer may waive this provision for the purpose of curing title defects.

NOTICES

All notices required under or pursuant to this Agreement shall be deemed sufficient and served only if written and delivered by one of the following methods:

- i. personally delivered; or
- ii. mailed by certified mail - return receipt requested to the parties at the addresses listed below, with an additional copy mailed by ordinary mail (if so mailed, notice shall be deemed to be complete as of the next business day after mailing); or
- iii. sent by Federal Express or other similar delivery service keeping records of deliveries and attempted deliveries
- iv. The addresses are:

If to Buyer:

Roger Sharp

with a copy to:

Michael Jablonski
1245 E Grand Blanc Rd
Grand Blanc, MI 48439
(810) 584-7314

If to Seller:

Adam Zettel
8083 Civic Drive
Swartz Creek, MI 48473

with a copy to:

Simen, Figura & Parker, P.L.C.
attn.: Michael Gildner, Esq.
5206 Gateway Centre
Flint, Michigan 48507
(810) 235-9010 (fax)

EFFECTIVE DATE

The effective date of this Agreement, i.e., the date on which the timing provisions and contingencies of this Agreement begin (the Effective Date), shall be the date on which the last person to sign this document shall have signed the document. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and which shall constitute one and the same instrument.

ENTIRE AGREEMENT/WRITTEN AGREEMENTS ONLY

This Agreement contains the entire agreement between Seller and Buyer. There are no agreements, representations, statements, or understandings which have been relied on by Seller or Buyer which are not stated in this Agreement. IT IS THE PARTIES' INTENT IN THEIR DEALINGS THAT IF IT IS NOT IN WRITING, IT IS NOT ENFORCEABLE. This Agreement (and written and signed addenda, if any) cannot be modified, altered, or otherwise amended without a writing being duly signed or initialed, as the case may be, by both Seller and Buyer. The parties agree that facsimile signatures and duly initialed changes are legally enforceable provided the applicable writing contains such signature or initials of all parties to this Agreement. From time to time prior to Closing Date, Seller may supplement or update any of the schedules and exhibits included as part of this Agreement in order to make the information set forth therein complete and accurate.

ACCORDINGLY, Seller and Buyer have executed this Purchase Agreement as of the date written below.

Seller
/s/ _____
Swartz Creek City Manager
Dated: _____

Seller
/s/ _____
Mayor of Swartz Creek
Dated: _____

Buyer, as agent for an entity to be formed,
/s/ _____
By: Its Agent
Dated: _____

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE ELECTRIC CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-20803**

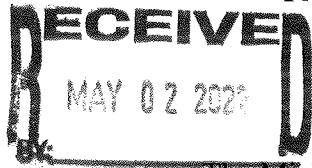
- Consumers Energy Company requests Michigan Public Service Commission's approval for reconciliation of its power supply cost recovery plan for the 12-months ending December 31, 2021.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, MI 49201, 517-788-0550 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company or on the Commission's website at: michigan.gov/mpscdockets.
- A pre-hearing will be held:

DATE/TIME: Thursday, May 12, 2022 at 9:30 AM

BEFORE: Administrative Law Judge Sally Wallace

LOCATION: Video/Teleconferencing

PARTICIPATION: Any interested person may participate. Persons needing any assistance to participate should contact the Commission's Executive Secretary at (517) 284-8090, or by email at mpscdockets@michigan.gov in advance of the hearing.



The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider Consumers Energy Company's (Consumers Energy) March 31, 2022 application requesting the Commission to: 1) approve its January 2021 through December 2021 Power Supply Cost Recovery (PSCR) Reconciliation as proposed; 2) approve Consumers Energy's proposed methodology for rolling-in the total net PSCR over-recovery of approximately \$10.19 million; 3) approve the reconciliation of the Financial Compensation Mechanism (FCM) amounts collected in 2021; 4) approve the proposed 2024 FCM surcharges, including Consumers Energy's proposed methodology to incorporate the total FCM over-recovery into the calculation of the 2024 FCM surcharges; and 5) grant Consumers Energy other relief.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: michigan.gov/mpscdockets. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: mpscdockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: mpscdockets@michigan.gov.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by May 5, 2022. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy Company's Legal Department – Regulatory Group, One Energy Plaza, Jackson, MI 49201.

The prehearing is scheduled to be held remotely by video conference or teleconference. Persons filing a petition to intervene will be advised of the process to participate in the hearing.

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. **U-20803**. Statements may be emailed to: mpscedockets@michigan.gov. Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

The Utility Consumer Representation Fund has been created for the purpose of aiding in the representation of residential utility customers in various Commission proceedings. Contact the Chairperson, Utility Consumer Participation Board, Department of Licensing and Regulatory Affairs, P.O. Box 30004, Lansing, Michigan 48909, for more information.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 1982 PA 304, as amended, MCL 460.6j et seq.; and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, and R 792.10401 through R 792.10448.

[THE MICHIGAN PUBLIC SERVICE COMMISSION MAY APPROVE, REJECT, OR AMEND PROPOSALS MADE BY CONSUMERS ENERGY.]

2203-E

OTTORBURN DISC GOLF PARK

Putter Challenge Fundraiser

MAY 22nd

- Fun for everyone!! From beginners to seasoned pros
- Flex Start!! 10am-4pm show up anytime to join the fun and get a first glance at the course!!
- Competitive Division \$20/player pays out 25% of division to the top 2 competitors 70/30 split
- Community Division \$15/ Player with Disc Golf Starter sets going to the Top 2 competitors
- Come join the fun and help us finish the course in 2022!!

