

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday, May 23, 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 May 9, 2022 MOTION Pg. 33
5. **APPROVE AGENDA:**
5A. Proposed / Amended Agenda MOTION Pg. 1
6. **REPORTS & COMMUNICATIONS:**
6A. City Manager's Report MOTION Pg. 8
6B. Staff Reports & Meeting Minutes Pg. 42
6C. Audit Engagement Letter Pg. 51
6D. Consumers Energy Contract Amendment Pg. 61
6E. Meadowbrook Insurance Proposal Pg. 70
6F. Consumers Energy Notice Pg. 88
6G. Draft Budget Link
7. **MEETING OPENED TO THE PUBLIC:**
7A. General Public Comments
8. **COUNCIL BUSINESS:**
8A. Audit Engagement Letter RESO Pg. 23
8B. City Council Meeting Schedule RESO Pg. 24
8C. Fiscal Year 2023 Budget Public Hearing PUBLIC HEARING
8D. Fiscal Year 2023 Budget Approval RESO Pg. 26
8E. Lighting Contract Amendment RESO Pg. 30
8F. Annual Insurance Premium RESO Pg. 31
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION Pg. 32

Next Month Calendar

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
Downtown Development Authority:	Thursday, June 9, 2022, 6:00 p.m., PDBMB,
City Council	Monday, June 13, 2022, 7:00 p.m., PDBMB
Zoning Board of Appeals:	Wednesday, June 15, 2022, 6:00 p.m., PDBMB
Fire Board:	Monday, June 20, 2022, 6:00 p.m., Public Safety Building
City Council:	Monday, June 27, 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:

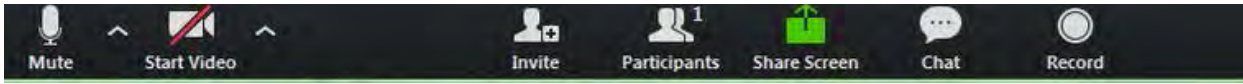
1. At the start time of your meeting, enter the link to join via computer. You may be instructed to download the Zoom application.
2. You have an opportunity to test your audio at this point by clicking on “Test Computer Audio.” Once you are satisfied that your audio works, click on “Join audio by computer.”

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/u/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)**
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 road is open to two way traffic and will remain open until complete, barring any temporary issues.

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 was delayed until the detour for Morrish was lifted.

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 (see new business). 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** *(No Change of Status)*

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 Trail Extension construction is underway.**
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. 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. 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. They indicated that this decision was due to city requirements, however, they never engaged us directly and the requirements they cited are not requirements at all. If the site is left vacant, the primary use will be rescinded and the site will need to return to vacant, unimproved land.

✓ **TAP/DNR TRAIL (Update)**

The Genesee Valley Trail Extension construction is underway. The contractor is 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.

✓ **SAFE ROUTES TO SCHOOL (No Change of Status)**

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 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! I am told that the Otterburn pavilion may qualify!

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

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.

✓ **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 (Update)**

A purchase agreement has been approved. This is available for inspection, with the city council to do final deliberation on June 13th.

✓ **CDBG** (*No Change of Status*)

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

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

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. They are proposing another fundraiser for May 22.

As of writing, the trail contractor is staging 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. Glaeser Dawes has committed to providing installed culverts for access to certain site areas, finishing of the parking lot/sledding hill, and site restoration.

✓ **MASTER PLAN UPDATE** (*Update*)

The 42 day review period has commenced. The public hearing will be held at a meeting of the planning commission on June 7th! 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.

✓ **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 (Update)**

The Swartz Creek Chamber of Commerce car show has been approved. The show will close Holland Drive, Holland Square, and Miller Road (Morrish to Hayes) on June (23rd), July (28th), August (25th), and September (22nd). The closure was to be from 5pm to 9pm.

Staff will monitor the event.

✓ **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** (*Business Item*)

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 modifications in the copy that is out for public review. We have the hearing on the agenda!

Changes between the Requested Budget for Fiscal Year Ending June 30, 2023, presented at the budget workshop April 25, 2022, and the Recommended Budget for Fiscal Year Ending June 30, 2023, before City Council:

- The recommended budget for FY23 has been updated to reflect contract changes for the AFSCME membership. These include an additional .3% wage increase and additional \$5 per month per employee for the health care savings program.
- The Water Fund Water System Department repairs and maintenance expense account for the Recommended Budget for fiscal year ending June 30, 2023, was updated to reflect expenses associated with moving off services of the county watermain located at Dye Road. The amount of the increase in this line item is \$100,000 and can be referenced as note 37.

Several small changes were made to the Projected Budget for FY22 to reflect the expectation for the year end balances. In addition, a couple of more significant changes were made as follows:

- General Fund City Hall projected wages were overstated by \$19,000 due to a typo when this number was input initially. That has now been corrected to reflect a more accurate projected year end amount.
- Motor Pool Fund General Revenue reflects the reimbursement from the Michigan Catastrophic Claims Association surplus distribution for the vehicles in the motor pool of \$4,400 so the projected year end amount in the reimbursement account was updated to reflect this revenue.

Once the budget has been approved, 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** *(Update)*

There is another notice in this week's packet.

✓ **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 or May due to a lack of agenda items.

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

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** *(No Change of Status)*

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)*

The absentee ballot applications will be going out week of May 23rd 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** *(Update)*

- Miller Rd. water main project is wrapping up. The contractor is completing the "flowable fill" of the old water main to ensure current and future stability of existing utilities and edge of roadway.
- Morrish Rd has 2-way traffic restored and they have begun the removal of the old curb and repair of any failing catch basins.
- The trail project is moving fast through Elms Park and down Bristol Road. There could be a couple of brief water outages next week 5/23-5/27 to move and replace 2 fire hydrants in the way of the path.
- Sweeping has been completed throughout the city.
- We have been lucky enough to hire 3 young adults for summer help.
- Our local paving projects will be starting soon. We will be milling and paving Seymour, Hill and Bristol Rd (west of Elms). This project should take less than a week to get completed.
- Flowers downtown will be planted the weekend of 5/21-5/22.

✓ **TREASURER UPDATE** *(Update)*

The Recommended Budget will be presented at the May 23, 2022, council meeting. Preparation of the 2022 tax roll will begin after June 1, 2022. Preliminary work for the fiscal year-end June 30, 2022, has begun. The financial requirements for fleet management for the next 10 years are near completion. 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

✓ **AUDIT SERVICES** *(Business Items)*

I have included a letter of engagement from our auditor that I am recommending the council approve for the coming audit of fiscal year 2022 financials.

City Manager Bueche did a request for proposals for a new auditing firm back in 2012 when the city had some apparent issues with their auditor at that time. The city chose Plante Moran, and a five-year agreement for professional services was entered into.

The council has been free to move on since that agreement expired. Based upon our collective experience and the recommendation of staff (current and prior staff members), we find that Plante Moran does an outstanding job with the audits and with support throughout the year. We continue to be very pleased with them.

As it happens, they enjoy doing the city's audits (probably because the finance staff makes it pretty easy and clean). Staff has internally discussed options, current pricing, and the proposed engagement letter. At this point, we find that there is no cause to go searching for a new firm.

Please take a look at the engagement letter and previous audits. Again, council always has the option to take a look around for a new provider. Given Plante Moran's track record and predictable pricing with our community, I recommend we retain them for at least one more year.

- ✓ **2022-2023 FISCAL YEAR COUNCIL MEETING SCHEDULE (*Business Item*)**
The meeting schedule for the 2023 fiscal year is included in a resolution. Let me know if you find any conflicts or require any amendments.

- ✓ **MEADOWBROOK INSURANCE PROPOSAL (*Business Item*)**
The standard renewal is included. The renewal policy is up a bit higher than last year, mostly due to additions to municipal asset values. The increase is approximately \$2,714 (5.7%). While some of this increase is inflationary, our agent notes an increase in assets, property values, payroll, and vehicle inventory as contributing factors.

I see no reason to shop this service around. Meadowbrook (MML) is not only very reasonable in their pricing, often rebating the city funds, they have exemplary staff for claims and training purposes. They have also been great in managing some small claims we have submitted in the prior months, including approved claims for a park roof and guardrail.

Note that the city is expected to get a \$4,723 refund on last year's premium due to the claim experience for the pool in the last year. We have consistently received refunds on premiums that run 10-15%.

- ✓ **CONSUMERS ENERGY LIGHTING CONTRACT AMENDMENT (*Business Item*)**
As occurs from time-to-time, we have a proposed amendment to the street lighting contract. This amendment is a work order to include two decorative fixtures in Winchester Village. It does not refer to the LED changeovers that are occurring in the community.

Note that there is a cost to have these fixtures purchased and installed. This is part of the ongoing effort to add some decorative fixtures in the areas of the village subdivision that are experiencing reconstruction. For some reason, the two fixtures in question (see attached schematics) were not included in the prior amendment. A resolution is included to proceed.

Council Questions, Inquiries, Requests, Comments, and Notes

Summer Events: It is a good thing that Morrish Road is open. There are a number of events now planned. These include Tuesday concerts, third Saturday markets at Holland Square, Wednesday Farmers' Market off Morrish, fourth Friday car shows, Family Movie Nights (Dog & Jungle Cruise;

days and locations pending), Hometown Days, and Jeepers Creekers. What a lineup compared to at this time two years ago!

**City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday, May 23, 2022, 7:00 P.M.**

Motion No. 220523-4A **MINUTES – MAY 9, 2022**

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, May 9, 2022, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 220523-5A **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 23, 2022, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 220523-6A **CITY MANAGER’S REPORT**

Motion by Councilmember: _____

I Move the Swartz Creek City Council accept the City Manager’s Report of May 23, 2022, including reports and communications, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 220523-8A **RESOLUTION TO APPROVE PROFESSIONAL SERVICES ENGAGEMENT LETTER FOR GENERAL AND SPECIAL AUDIT SERVICES**

Motion by Councilmember: _____

WHEREAS, Section 8.13 of the City Charter requires an audit of all accounts of the city government; and

WHEREAS, the city desires an independent and professional audit of financial statements in compliance with accounting principles generally accepted in the United States of America (GAAP); and

WHEREAS, independent auditors, Plante Moran, PLLC, chosen by the city per a qualified bidding selection process, has submitted an engagement letter, dated May 5, 2022, to perform auditing services related to the city’s general fund, public utilities, enterprise accounts, Downtown Development Authority, Act 51 monies, and federal ‘Single Audits’ required for the use of federal funds, including USDA funds; and

WHEREAS, the City Council finds the services of Plante Moran, PLLC, to be sufficient and competitively priced.

NOW, THEREFORE BE IT RESOLVED that the City of Swartz Creek City Council accepts the engagement letter for general and GASB 75 audit services, as submitted by Plante Moran, PLLC, in the amount of \$32,025 (general) and \$10,000 for federal single audits, as well as necessary and reasonable travel & out-of-pocket expenses, for the noted services.

BE IT FURTHER RESOLVED, that the City Council directs the City Manager to execute said engagement letters on behalf of the city.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 220523-8B RESOLUTION TO SET THE 2022-2023 COUNCIL MEETING SCHEDULE

Motion by Councilmember: _____

WHEREAS, Act 261 of the Public Acts of the State of Michigan of 1968, as amended, requires a public notice of the schedule of regular meetings of the Swartz Creek City Council be given once each calendar year or fiscal year and that said notice shall show the regular dates and times for the meeting and the place at which meetings are held; and

WHEREAS, the Act directs that notice be posted prominently at the principle office of the City of Swartz Creek or at the public building at which meetings are held or published in the newspaper of general circulation in Swartz Creek,

NOW, THEREFORE, pursuant to the Act, public notice is hereby given that regular meetings for fiscal year 2022-2023 shall be held twice each month, and further, that all meetings shall be held in the Paul D. Bueche Municipal Building Council Chambers located at 8083 Civic Drive, Swartz Creek, Michigan, unless otherwise provided in advance by the City Council, and further, meetings shall commence at 7:00 P.M. on the following dates:

July 2022: Monday – 11th

	Monday – 25th	
August 2022:	Monday – 08th Monday – 22nd	
September 2022:	Monday – 12th Monday – 26th	
October 2022:	Monday – 10th Monday – 24th	
November 2022:	Monday – 14th Monday – 28th	
December 2022:	Monday – 05th Monday – 12th	One week early Two weeks early
January 2023:	Monday – 09th Monday – 23rd	
February 2023:	Monday – 13th Monday – 27th	
March 2023:	Monday – 13th Monday – 27th	
April 2023:	Monday – 10th Monday – 24th	
May 2023:	Monday – 08th Monday – 22nd	
June 2023:	Monday – 12th Monday – 26th	

BE IT FURTHER RESOLVED that the Clerk is hereby directed to post a copy of this resolution in a prominent place in the City Offices of the City of Swartz Creek.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to supply forthwith, upon request, a copy of this resolution to any newspaper of general circulation in the political subdivision in which the meeting will be held and/or to any radio or television station that regularly broadcasts into the City of Swartz Creek.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 220523-8D

RESOLUTION TO APPROVE THE FISCAL YEAR 2022-2023 CITY BUDGET

Motion by Councilmember: _____

WHEREAS, the Swartz Creek City Council is required to approve a budget in accordance with the General Appropriations Act and Uniform Budgeting and Accounting Act; and

WHEREAS, a public hearing was posted and held in accordance with the city charter on May 23, 2022; and

WHEREAS, the Swartz Creek City Council finds the following Fund-based budget to be an accurate and desirable instrument to appropriate funds to serve the needs of the City of Swartz Creek.

THEREFORE BE IT RESOLVED, the Swartz Creek City Council hereby adopt the following 2021-2022 fiscal budget based upon the following tax mills:

General Operating Levy	4.6938	mills
Public Safety SAD	4.9000	mills
Street Levy	4.1019	mills
Sanitation Levy	2.6270	mills

101	GENERAL FUND	Estimated Beginning Fund Balance	\$	2,154,663
		<u>Estimated Revenues</u>	<u>Adopted</u>	
	General Fund Estimated Operating Revenues	3,618,645		
		3,618,645		
		<u>Appropriations</u>	<u>Adopted</u>	
	General Government Activities 000-299	529,677		
	Public Safety Activities 301-399	1,533,881		
	Public Works Activities 400-799	1,554,701		
	Other Government Activities 800-999	181,550		
		3,799,808		
		3,799,808		
	Effect on General Fund's Fund Balance			(181,163)
	Estimated Ending Fund Balance June 30, 2023		\$	1,973,500

202	MAJOR STREETS	Estimated Beginning Fund Balance	\$	498,761
		<u>Estimated Revenues</u>	<u>Adopted</u>	
	Major Streets Fund Estimated Operating Revenues	649,305		
		649,305		

<u>Appropriations</u>	<u>Adopted</u>
General Government Activities 101-299	1,100
Public Safety Activities 301-399	0
Public Works Activities 400-799	1,018,092
Other Government Activities 800-999	0
	<u>1,019,192</u>
	<u>1,019,192</u>

Effect on Major Street's Fund Balance (369,887)

Estimated Ending Fund Balance June 30, 2023	\$ 128,874
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203 LOCAL STREETS FUND Estimated Beginning Fund Balance 408,491.07

<u>Estimated Revenues</u>	<u>Adopted</u>
Local Streets Fund Estimated Operating Revenue	489,925
	<u>489,925</u>

<u>Appropriations</u>	<u>Adopted</u>
General Government Activities 101-299	850
Public Safety Activities 301-399	0
Public Works Activities 400-799	607,916
Other Government Activities 800-999	0
	<u>608,766</u>
	<u>608,766</u>

Effect on Local Streets Fund's Fund Balance (118,841)

Estimated Ending Fund Balance June 30, 2023	\$ 289,650
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204 MUNICIPAL STREET FUND Estimated Beginning Fund Balance 2,758.67

<u>Estimated Revenues</u>	<u>Adopted</u>
Municipal Street Fund Estimated Revenue	720,548
	<u>720,548</u>

<u>Appropriations</u>	<u>Adopted</u>
General Government Activities 101-299	0
Public Safety Activities 301-399	0
Public Works Activities 400-799	0
Other Government Activities 800-999	470,402
	<u>470,402</u>

Effect on Municipal Street Fund's Fund Balance 250,146

Estimated Ending Fund Balance June 30, 2023	\$ 252,905
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226 GARBAGE FUND Estimated Beginning Fund Balance	\$	362,482
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<u>Estimated Revenues</u>	<u>Adopted</u>
Garbage Fund Estimated Operating Revenue	445,285
	445,285

<u>Appropriations</u>	<u>Adopted</u>
General Government Activities 000-299	41,714
Public Safety Activities 301-399	0
Public Works Activities 400-799	422,652
Other Government Activities 800-999	0
	464,366

Effect on Garbage Fund's Fund Balance		(19,081)
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Estimated Ending Fund Balance June 30, 2023	\$	343,400
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248 DDA FUND Estimated Beginning Fund Balance	\$	83,593
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<u>Estimated Revenues</u>	<u>Adopted</u>
DDA Fund Estimated Operating Revenue	100,004
	100,004

<u>Appropriations</u>	<u>Adopted</u>
General Government Activities 101-299	2,804
Public Safety Activities 301-399	0
Public Works Activities 400-799	81,460
Other Government Activities 800-999	0
	84,264
	84,264

Effect on Local Streets Fund's Fund Balance		15,740
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Estimated Ending Fund Balance June 30, 2023	\$	99,333
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402 FIRE EQUIPMENT FUND Estimated Beginning Fund Balance	\$	197,290
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<u>Estimated Revenues</u>	<u>Adopted</u>
Fire Equipment Replacement Fund Est Operating Rev.	155,075
	155,075

<u>Appropriations</u>	<u>Adopted</u>
General Government Activities 101-299	0
Public Safety Activities 301-399	0
Public Works Activities 400-799	0
Other Government Activities 800-999	0
	0

Effect on Fire Equip Replacement Fund's Fund Balance**155,075****Estimated Ending Fund Balance June 30, 2023****\$ 352,365****590 WATER FUND Estimated Beginning Fund Balance****\$ 6,809,514****Estimated Revenues****Adopted**

Water Supply Fund Estimated Operating Revenue	1,301,740
	<u>1,301,740</u>

Appropriations**Adopted**

General Government Activities 000-299	138,017
Public Safety Activities 301-399	
Public Works Activities 400-799	1,862,815
Other Government Activities 800-999	8,000
	<u>2,008,832</u>
	<u>2,008,832</u>

Effect on Water Supply Fund's Fund Balance**(707,092)****Estimated Ending Fund Balance June 30, 2023****\$ 6,102,422****WATER FUND EXPENSES INCLUDE \$375,000 IN DEPRECIATION****591 SEWER FUND Estimated Beginning Fund Balance****\$ 6,497,187****Estimated Revenues****Adopted**

Sanitary Sewer Fund Estimated Operating Revenue	2,266,470
	<u>2,266,470</u>

Appropriations**Adopted**

General Government Activities 000-299	154,586
Public Safety Activities 301-399	0
Public Works Activities 400-799	2,454,522
Other Government Activities 800-999	51,813
	<u>2,660,921</u>
	<u>2,660,921</u>

Effect on Sanitary Sewer Fund's Fund Balance**(394,451)****Estimated Ending Fund Balance June 30, 2023****\$ 6,102,736****SEWER FUND EXPENSES INCLUDE \$290,000 IN DEPRECIATION****661 MOTOR POOL FUND Estimated Beginning Fund Balance****\$ 209,243****Estimated Revenues****Adopted**

Motor Pool Fund Estimated Operating Revenue	167,355
	<u>167,355</u>

<u>Appropriations</u>	<u>Adopted</u>
General Government Activities 101-299	349,711
Public Safety Activities 301-399	0
Public Works Activities 400-799	0
Other Government Activities 800-999	4000
	353,711
	353,711

Effect on Motor Pool Fund's Fund Balance

(186,356)

Estimated Ending Fund Balance June 30, 2023	\$	22,887
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MOTOR POOL EXPENSES INCLUDE \$40,000 IN DEPRECIATION

Total Estimated Revenues	\$9,914,352
Total All Funds Appropriations	\$11,470,263

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 220523-8E

RESOLUTION TO APPROVE CONSUMERS ENERGY LIGHTING REPLACEMENT WORK ORDERS

Motion by Councilmember: _____

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

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

WHEREAS, CE supplies street lighting services to the city under a current standard street lighting contract which outlines specific fixture counts and types, said contract restated on November 1, 2014 and revised from time to time, most recently on November 1, 2019; and

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

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

NOW THEREFORE, BE IT RESOLVED, it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of Swartz Creek, dated November 1, 2019, in accordance with the Authorization for Change in Standard Lighting Contract dated May 23, 2022.

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

BE IT FURTHER RESOLVED, that the city agrees to the terms and conditions of forms 547 and 548 as included in the city council packet of May 23, 2022 and further directs the City Clerk to execute said forms that represent the aforementioned terms and conditions.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 210523-8F

RESOLUTION TO APPROVE ANNUAL COVERAGE AND PAYMENT FOR GENERAL AND LIABILITY INSURANCE OF THE CITY TO MEADOWBROOK

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek has a need to insure property, equipment, and services that it owns and provides; and

WHEREAS, the City of Swartz Creek has been engaged in risk management with the Michigan Municipal League Liability and Property Pool, as serviced by Meadowbrook Insurance Group since 1986; and

WHEREAS, the City of Swartz Creek finds this professional service to meet or exceed financial expectations, as well as the staffing and service needs of the city.

NOW, THEREFORE, BE IT RESOLVED, the City of Swartz Creek appropriate and approve payment for an amount not to exceed \$49,935 to Michigan Municipal League Meadow Brook Insurance, payment of the City's annual 2022-2023 premiums for property and liability insurance, funds to be apportioned to reflect departmental coverage as noted in the invoice.

Second by Councilmember: _____

Voting For: _____
Voting Against: _____

Motion No. 220523-11A ADJOURN

Motion by Councilmember: _____

I Move the Swartz Creek City Council adjourn the regular council meeting of May 23, 2022.

Second by Councilmember: _____

Voting For: _____
Voting Against: _____

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE REGULAR COUNCIL MEETING
DATE 05/09/2022**

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, Krueger, Pinkston, Henry.

Councilmembers Absent: Hicks.

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

Others Present: Erik Jamison, Jason Dover, David Mayers, Jared Oginsky, Jenifer Almasy, Toby Dover, Paulette Dover Paul Spaniola, Metro PD Chief Bade.

Others Virtually Attended: Lania Rocha, Rae Lynn Hicks.

APPROVAL OF MINUTES

Resolution No. 220509-01

(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 25, 2022, to be circulated and placed on file.

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

BUDGET WORKSHOP MINUTES – April 25, 2022

Resolution No. 220509-02

(Carried)

Motion by Councilmember Henry
Second by Councilmember Gilbert

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

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

CLOSED SESSION MINUTES – April 25, 2022

Resolution No. 220509-03 (Carried)

Motion by Councilmember Cramer
Second by Councilmember Florence

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.

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

APPROVAL OF AGENDA

Resolution No. 220509-04 (Carried)

Motion by Councilmember Gilbert
Second by Councilmember Henry

I Move the Swartz Creek City Council approve the Agenda as, printed for the Regular Council Meeting of May 09, 2022, to be circulated and placed on file.

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

CITY MANAGER’S REPORT

Resolution No. 220509-05 (Carried)

Motion by Councilmember Pinkston
Second by Councilmember Gilbert

I Move the Swartz Creek City Council accept the City Manager’s Report of May 09, 2022, including reports and communications to be circulated and placed on file.

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

MEETING OPENED TO THE PUBLIC:

Jenifer Almassy introduced herself as a candidate for the 69th House seat.

Paul Spaniola has interest in the city owned property at 4505 Fortino Drive. He is looking at having Paul's Pipe Shop at this location and would like to discuss the possibility of purchasing the property. Mr. Zettel asked that Mr. Spaniola reach out to him, and they can talk about the issues with the property and the building requirements.

Toby Dover, 5222 Don Shenk Drive, introduced himself and is available for any questions or information regarding the Dragon Cruise car show that is on the agenda.

COUNCIL BUSINESS:

RESOLUTION TO APPROVE BOND COUNSEL PROFESSIONAL SERVICES

Resolution No. 220509-06

(Carried)

Motion by Councilmember Florence
Second by Councilmember Cramer

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.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

RESOLUTION TO APPROVE MUNICIPAL FINANCIAL ADVISOR PROFESSIONAL SERVICES

Resolution No. 220509-07

(Carried)

Motion by Councilmember Henry
Second by Councilmember Florence

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 Letters 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 letters on behalf of the city and for the city finance director to appropriate such costs to all impacted funds as appropriate.

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

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

Resolution No. 220509-08

(Carried)

Motion by Councilmember Cramer
Second by Councilmember Florence

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. 220509-08C2 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. 220509-08C3 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.

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

NO: None. Motion Declared Carried.

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

Resolution No. 220509-09

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Cramer

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.

Discussion Ensued.

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

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

Resolution No. 220509-10

(Carried)

Motion by Councilmember Pinkston
Second by Councilmember Cramer

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.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

MEETING OPENED TO THE PUBLIC:

Paul Spaniola inquired on the September car cruise date he was concerned there would be a conflict with the VFW's cruise. Jason Dover responded they were not the same date.

REMARKS BY COUNCILMEMBERS:

Councilmember Gilbert inquired about the millings from Morrish Road project. Mr. Zettel responded that he wasn't sure what they did with them.

Councilmember Cramer thanked the community for supporting the food basket fundraiser.

Councilmember Pinkston mentioned his aunt owned the 8002 Miller Road Florist years ago.

Councilmember Florence commented on the potholes at Elms Park and the barrels on Miller Road.

Mayor Krueger noticed Miller Road streetlights had been replaced.

ADJOURNMENT

Resolution No. 220509-11

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Cramer

I Move the Swartz Creek City Council adjourn the regular meeting at 8:04 p.m.

Unanimous Voice Vote.

David A. Krueger, Mayor

Connie Olger, City Clerk

REVENUE AND EXPENDITURE REPORT FOR CITY OF SWARTZ CREEK
PERIOD ENDING 04/30/2022

GL NUMBER	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD BALANCE 04/30/2022	AVAILABLE BALANCE	% BDGT USED
Fund 101 - General Fund					
Revenue					
000.000 - General	2,374,764.00	2,414,111.78	2,231,293.97	182,817.81	92.43
172.000 - Executive	0.00	9,350.00	9,350.00	0.00	100.00
215.000 - Administration and Clerk	30.00	30.00	0.40	29.60	1.33
301.000 - Police Dept	4,250.00	4,995.10	11,892.59	(6,897.49)	238.09
334.000 - Metro Police Authority	0.00	0.00	41,125.35	(41,125.35)	100.00
336.000 - Fire Department	0.00	0.00	1,560.29	(1,560.29)	100.00
345.000 - PUBLIC SAFETY BUILDING	26,500.00	26,500.00	22,663.84	3,836.16	85.52
371.000 - Building/Zoning/Planning	54,950.00	54,950.00	54,230.75	719.25	98.69
444.000 - Sidewalks	1,500.00	1,500.00	4,112.50	(2,612.50)	274.17
448.000 - Lighting	9,221.52	9,221.52	6,434.60	2,786.92	69.78
523.000 - Grass, Brush & Weeds	4,000.00	4,000.00	2,915.00	1,085.00	72.88
694.000 - Community Development Block Grant	37,822.50	37,822.50	1,850.00	35,972.50	4.89
728.005 - Holland Square Streetscape	40,000.00	40,000.00	40,000.00	0.00	100.00
780.500 - Mundy Twp Park Services	17,000.00	17,000.00	5,886.37	11,113.63	34.63
782.000 - Facilities - Abrams Park	140.00	140.00	210.00	(70.00)	150.00
783.000 - Facilities - Elms Rd Park	6,500.00	6,500.00	9,210.00	(2,710.00)	141.69
786.000 - Non-Motorized Trailway	813,500.00	813,500.00	0.00	813,500.00	0.00
790.000 - Facilities-Senior Center/Libr	5,300.00	5,300.00	4,476.35	823.65	84.46
TOTAL REVENUES	3,395,478.02	3,444,920.90	2,447,212.01	997,708.89	
Expense					
000.000 - General	13,520.00	13,520.00	11,265.50	2,254.50	83.32

GL NUMBER	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD BALANCE 04/30/2022	AVAILABLE BALANCE	% BDGT USED
101.000 - Council	25,448.50	25,269.07	20,396.56	4,872.51	80.72
172.000 - Executive	114,594.96	141,917.82	123,483.74	18,434.08	87.01
215.000 - Administration and Clerk	30,870.00	30,870.00	21,797.96	9,072.04	70.61
228.000 - Information Technology	17,000.00	17,000.00	18,470.03	(1,470.03)	108.65
247.000 - Board of Review	2,520.00	2,520.00	2,265.93	254.07	89.92
253.000 - Treasurer	100,265.60	100,265.60	80,278.18	19,987.42	80.07
257.000 - Assessor	45,016.00	70,016.00	46,565.57	23,450.43	66.51
262.000 - Elections	36,122.00	36,122.00	14,961.84	21,160.16	41.42
265.000 - Facilities - City Hall	26,150.76	35,062.26	22,913.23	12,149.03	65.35
266.000 - Legal Council	18,000.00	18,000.00	12,988.14	5,011.86	72.16
301.000 - Police Dept	7,900.00	7,951.00	11,775.90	(3,824.90)	148.11
301.266 - Legal Council PSFY	17,000.00	17,000.00	17,878.00	(878.00)	105.16
301.851 - Retiree Employer Health Care PSFY	21,000.00	21,000.00	24,213.02	(3,213.02)	115.30
334.000 - Metro Police Authority	1,060,000.00	1,060,000.00	810,828.25	249,171.75	76.49
336.000 - Fire Department	160,634.00	172,748.63	154,902.35	17,846.28	89.67
345.000 - PUBLIC SAFETY BUILDING	34,932.96	34,593.46	26,956.89	7,636.57	77.92
371.000 - Building/Zoning/Planning	138,690.12	149,255.12	136,692.21	12,562.91	91.58
444.000 - Sidewalks	1,200.00	1,200.00	5,260.00	(4,060.00)	438.33
448.000 - Lighting	106,000.00	106,000.00	74,963.33	31,036.67	70.72
523.000 - Grass, Brush & Weeds	1,200.00	1,200.00	995.00	205.00	82.92
567.000 - Facilities - Cemetery	2,083.16	2,083.16	852.85	1,230.31	40.94
694.000 - Community Development Block Grant	39,832.50	39,581.25	1,922.98	37,658.27	4.86
728.000 - Economic Development	350.00	650.00	427.44	222.56	65.76

GL NUMBER	2021-22	2021-22	YTD BALANCE 04/30/2022	AVAILABLE BALANCE	% BDGT USED
	ORIGINAL BUDGET	AMENDED BUDGET			
780.000 - Parks & Recreation	7,944.90	22,944.90	6,447.07	16,497.83	28.10
780.500 - Mundy Twp Park Services	7,483.00	7,483.00	5,877.50	1,605.50	78.54
782.000 - Facilities - Abrams Park	37,830.05	37,830.05	16,896.76	20,933.29	44.66
783.000 - Facilities - Elms Rd Park	83,812.94	83,812.94	42,165.25	41,647.69	50.31
786.000 - Non-Motorized Trailway	824,200.00	860,745.31	22,845.31	837,900.00	2.65
788.000 - Otterburn Disc Golf Park	10,000.00	10,000.00	1,729.90	8,270.10	17.30
790.000 - Facilities-Senior Center/Libr	32,340.34	39,668.75	27,107.09	12,561.66	68.33
794.000 - Community Promotions Program	48,244.20	48,244.20	30,243.03	18,001.17	62.69
797.000 - Facilities - City Parking Lots	6,800.00	6,800.00	8,536.99	(1,736.99)	125.54
851.000 - Retired Employee Health Care	21,000.00	21,000.00	12,872.11	8,127.89	61.30
965.000 - Transfers Out	250,000.00	250,000.00	250,000.00	0.00	100.00
TOTAL EXPENDITURES	3,349,985.99	3,492,354.52	2,067,775.91	1,424,578.61	
Fund 101 - General Fund:					
TOTAL REVENUES	3,395,478.02	3,444,920.90	2,447,212.01	997,708.89	71.04
TOTAL EXPENDITURES	3,349,985.99	3,492,354.52	2,067,775.91	1,424,578.61	59.21
NET OF REVENUES & EXPENDITURES	45,492.03	(47,433.62)	379,436.10	(426,869.72)	
Fund 202 - Major Street Fund					
Revenue					
000.000 - General	525,080.00	525,080.00	637,873.76	(112,793.76)	121.48
441.000 - Miller Rd Park & Ride	5,000.00	5,000.00	2,348.43	2,651.57	46.97
478.000 - Snow & Ice Removal	2,100.00	2,100.00	3,229.09	(1,129.09)	153.77
931.000 - Transfers IN	575,000.00	575,000.00	575,000.00	0.00	100.00
TOTAL REVENUES	1,107,180.00	1,107,180.00	1,218,451.28	(111,271.28)	
Expense					
228.000 - Information Technology	1,225.00	1,225.00	949.94	275.06	77.55
429.000 - Occupational Safety	0.00	0.00	226.22	(226.22)	100.00
441.000 - Miller Rd Park & Ride	6,126.15	6,126.15	3,310.25	2,815.90	54.03

GL NUMBER	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD BALANCE 04/30/2022	AVAILABLE BALANCE	% BDGT USED
449.500 - Right of Way - General	15,000.00	15,000.00	34.48	14,965.52	0.23
449.501 - Right of Way - Storms	25,000.00	25,000.00	0.00	25,000.00	0.00
452.100 - Safe Routes to School Grant	113,200.00	130,386.31	29,733.81	100,652.50	22.80
453.105 - Fairchild-Cappy to Miller TIP	0.00	56.84	56.84	0.00	100.00
454.000 - Major Streets Projects	175,700.00	193,550.00	27,800.50	165,749.50	14.36
463.000 - Routine Maint - Streets	156,558.87	156,686.67	49,447.01	107,239.66	31.56
463.307 - Oakview - Seymour to Chelmsford	489,192.92	690,626.17	690,626.17	0.00	100.00
473.000 - Routine Maint - Bridges	1,500.00	1,500.00	0.00	1,500.00	0.00
474.000 - Traffic Services	59,184.00	59,184.00	15,206.84	43,977.16	25.69
478.000 - Snow & Ice Removal	57,425.00	57,425.00	46,960.85	10,464.15	81.78
482.000 - Administrative	15,707.00	15,707.00	11,130.76	4,576.24	70.86
538.500 - Intercommunity storm drains	12,500.00	18,514.00	10,107.73	8,406.27	54.60
TOTAL EXPENDITURES	1,128,318.94	1,370,987.14	885,591.40	485,395.74	
Fund 202 - Major Street Fund:					
TOTAL REVENUES	1,107,180.00	1,107,180.00	1,218,451.28	(111,271.28)	110.05
TOTAL EXPENDITURES	1,128,318.94	1,370,987.14	885,591.40	485,395.74	64.60
NET OF REVENUES & EXPENDITURES	(21,138.94)	(263,807.14)	332,859.88	(596,667.02)	
Fund 203 - Local Street Fund					
Revenue					
000.000 - General	176,535.00	167,035.00	120,643.63	46,391.37	72.23
449.000 - Right of Way Telecomm	15,000.00	15,000.00	0.00	15,000.00	0.00
478.000 - Snow & Ice Removal	1,400.00	1,400.00	2,152.73	(752.73)	153.77
931.000 - Transfers IN	100,000.00	100,000.00	100,000.00	0.00	100.00
TOTAL REVENUES	292,935.00	283,435.00	222,796.36	60,638.64	
Expense					
228.000 - Information Technology	1,225.00	1,225.00	949.95	275.05	77.55

GL NUMBER	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD BALANCE 04/30/2022	AVAILABLE BALANCE	% BDGT USED
429.000 - Occupational Safety	33.53	33.53	0.00	33.53	0.00
449.500 - Right of Way - General	27,500.00	27,500.00	7,484.54	20,015.46	27.22
449.501 - Right of Way - Storms	1,500.00	1,500.00	871.64	628.36	58.11
455.000 - Local Street Projects	0.00	205,344.00	39,050.00	166,294.00	19.02
463.000 - Routine Maint - Streets	283,091.05	283,140.73	44,243.65	238,897.08	15.63
463.107 - Chelmsford - Seymour to Oakview	318,712.17	460,417.43	460,417.43	0.00	100.00
474.000 - Traffic Services	18,797.00	18,797.00	2,628.71	16,168.29	13.98
478.000 - Snow & Ice Removal	42,646.00	42,646.00	38,141.02	4,504.98	89.44
482.000 - Administrative	18,325.00	18,325.00	8,347.74	9,977.26	45.55
538.500 - Intercommunity storm drains	10,000.00	16,014.00	10,107.73	5,906.27	63.12
TOTAL EXPENDITURES	721,829.75	1,074,942.69	612,242.41	462,700.28	
Fund 203 - Local Street Fund:					
TOTAL REVENUES	292,935.00	283,435.00	222,796.36	60,638.64	78.61
TOTAL EXPENDITURES	721,829.75	1,074,942.69	612,242.41	462,700.28	56.96
NET OF REVENUES & EXPENDITURES	(428,894.75)	(791,507.69)	(389,446.05)	(402,061.64)	
Fund 204 - MUNICIPAL STREET FUND					
Revenue					
000.000 - General	663,443.00	673,326.24	674,819.46	(1,493.22)	100.22
TOTAL REVENUES	663,443.00	673,326.24	674,819.46	(1,493.22)	
Expense					
905.000 - Debt Service	169,409.62	169,409.62	169,345.45	64.17	99.96
965.000 - Transfers Out	500,000.00	500,000.00	500,000.00	0.00	100.00
TOTAL EXPENDITURES	669,409.62	669,409.62	669,345.45	64.17	
Fund 204 - MUNICIPAL STREET FUND:					
TOTAL REVENUES	663,443.00	673,326.24	674,819.46	(1,493.22)	100.22
TOTAL EXPENDITURES	669,409.62	669,409.62	669,345.45	64.17	99.99
NET OF REVENUES & EXPENDITURES	(5,966.62)	3,916.62	5,474.01	(1,557.39)	
Fund 226 - Garbage Fund					
Revenue					

GL NUMBER	2021-22	2021-22	YTD BALANCE 04/30/2022	AVAILABLE BALANCE	% BDGT USED
	ORIGINAL BUDGET	AMENDED BUDGET			
000.000 - General	431,875.00	432,123.68	426,289.00	5,834.68	98.65
TOTAL REVENUES	431,875.00	432,123.68	426,289.00	5,834.68	
Expense					
101.000 - Council	3,903.13	3,903.13	3,176.35	726.78	81.38
172.000 - Executive	8,768.24	8,768.24	7,077.92	1,690.32	80.72
215.000 - Administration and Clerk	4,476.00	4,476.00	3,350.87	1,125.13	74.86
228.000 - Information Technology	1,800.00	1,800.00	2,037.13	(237.13)	113.17
253.000 - Treasurer	16,979.60	20,742.01	17,912.41	2,829.60	86.36
257.000 - Assessor	800.00	800.00	0.00	800.00	0.00
265.000 - Facilities - City Hall	4,939.28	7,179.91	5,409.14	1,770.77	75.34
528.000 - Sanitation Collection	324,932.08	324,932.08	235,230.10	89,701.98	72.39
530.000 - Wood Chipping	55,129.08	55,529.16	33,581.79	21,947.37	60.48
782.000 - Facilities - Abrams Park	7,731.00	7,731.00	8,160.17	(429.17)	105.55
783.000 - Facilities - Elms Rd Park	13,141.00	13,141.00	10,597.15	2,543.85	80.64
TOTAL EXPENDITURES	442,599.41	449,002.53	326,533.03	122,469.50	
Fund 226 - Garbage Fund:					
TOTAL REVENUES	431,875.00	432,123.68	426,289.00	5,834.68	98.65
TOTAL EXPENDITURES	442,599.41	449,002.53	326,533.03	122,469.50	72.72
NET OF REVENUES & EXPENDITURES	(10,724.41)	(16,878.85)	99,755.97	(116,634.82)	
Fund 248 - Downtown Development Fund					
Revenue					
000.000 - General	88,007.00	88,007.00	93,870.53	(5,863.53)	106.66
TOTAL REVENUES	88,007.00	88,007.00	93,870.53	(5,863.53)	
Expense					
173.000 - DDA Administration	2,804.00	2,804.00	2,800.51	3.49	99.88
728.002 - Streetscape	41,945.00	41,945.00	40,000.00	1,945.00	95.36
728.003 - Facade Program	12,500.00	12,500.00	0.00	12,500.00	0.00
728.004 - Family Movie Night	5,181.75	7,466.75	2,285.00	5,181.75	30.60

GL NUMBER	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD BALANCE 04/30/2022	AVAILABLE BALANCE	% BDGT USED
TOTAL EXPENDITURES	62,430.75	64,715.75	45,085.51	19,630.24	
Fund 248 - Downtown Development Fund:					
TOTAL REVENUES	88,007.00	88,007.00	93,870.53	(5,863.53)	106.66
TOTAL EXPENDITURES	62,430.75	64,715.75	45,085.51	19,630.24	69.67
NET OF REVENUES & EXPENDITURES	25,576.25	23,291.25	48,785.02	(25,493.77)	
Fund 402 - Fire Equip Replacement Fund					
Revenue					
000.000 - General	200.00	200.00	177.17	22.83	88.59
931.000 - Transfers IN	75,000.00	75,000.00	75,000.00	0.00	100.00
TOTAL REVENUES	75,200.00	75,200.00	75,177.17	22.83	
Expense					
336.000 - Fire Department	0.00	60,000.00	60,000.00	0.00	100.00
TOTAL EXPENDITURES	0.00	60,000.00	60,000.00	0.00	
Fund 402 - Fire Equip Replacement Fund:					
TOTAL REVENUES	75,200.00	75,200.00	75,177.17	22.83	99.97
TOTAL EXPENDITURES	0.00	60,000.00	60,000.00	0.00	100.00
NET OF REVENUES & EXPENDITURES	75,200.00	15,200.00	15,177.17	22.83	
Fund 590 - Sanitary Sewer Fund					
Revenue					
000.000 - General	3,000.00	3,000.00	6,326.00	(3,326.00)	210.87
536.000 - Sewer System	1,255,140.00	1,255,140.00	986,283.99	268,856.01	78.58
TOTAL REVENUES	1,258,140.00	1,258,140.00	992,609.99	265,530.01	
Expense					
101.000 - Council	13,213.82	13,101.67	7,938.65	5,163.02	60.59
172.000 - Executive	32,385.60	32,257.32	27,015.09	5,242.23	83.75
215.000 - Administration and Clerk	15,472.00	15,472.00	11,944.49	3,527.51	77.20
228.000 - Information Technology	5,625.00	5,625.00	5,642.28	(17.28)	100.31
253.000 - Treasurer	59,937.00	59,937.00	47,623.45	12,313.55	79.46
265.000 - Facilities - City Hall	11,542.35	17,143.91	13,416.86	3,727.05	78.26
536.000 - Sewer System	989,736.79	1,002,523.41	566,757.20	435,766.21	56.53

GL NUMBER	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD BALANCE 04/30/2022	AVAILABLE BALANCE	% BDGT USED
537.000 - Sewer Lift Stations	10,907.00	10,907.00	8,428.30	2,478.70	77.27
542.000 - Read and Bill	55,658.00	57,752.48	46,853.64	10,898.84	81.13
543.310 - Sewer District Rehabilitation	400,000.00	443,178.75	210,636.15	232,542.60	47.53
543.400 - Reline Existing Sewers	183,128.00	582,042.00	0.00	582,042.00	0.00
543.401 - Flush & TV Sewers	75,000.00	219,168.95	15,430.05	203,738.90	7.04
850.000 - Other Functions	9,400.00	9,400.00	0.00	9,400.00	0.00
TOTAL EXPENDITURES	1,862,005.56	2,468,509.49	961,686.16	1,506,823.33	
Fund 590 - Sanitary Sewer Fund:					
TOTAL REVENUES	1,258,140.00	1,258,140.00	992,609.99	265,530.01	78.90
TOTAL EXPENDITURES	1,862,005.56	2,468,509.49	961,686.16	1,506,823.33	38.96
NET OF REVENUES & EXPENDITURES	(603,865.56)	(1,210,369.49)	30,923.83	(1,241,293.32)	
Fund 591 - Water Supply Fund					
000.000 - General	1,100.00	1,100.00	6,863.80	(5,763.80)	623.98
540.000 - Water System	2,184,700.00	2,184,700.00	1,679,575.57	505,124.43	76.88
543.230 - Water Main Repair USDA Grant	785,000.00	785,000.00	993,700.25	(208,700.25)	126.59
TOTAL REVENUES	2,970,800.00	2,970,800.00	2,680,139.62	290,660.38	
101.000 - Council	13,208.82	13,096.67	7,938.99	5,157.68	60.62
172.000 - Executive	32,468.60	32,340.32	27,319.83	5,020.49	84.48
215.000 - Administration and Clerk	15,467.00	15,467.00	12,296.96	3,170.04	79.50
228.000 - Information Technology	5,925.00	5,925.00	5,642.29	282.71	95.23
253.000 - Treasurer	63,947.00	65,343.00	53,113.85	12,229.15	81.28
265.000 - Facilities - City Hall	12,641.35	18,242.91	13,555.71	4,687.20	74.31
540.000 - Water System	2,168,464.32	2,183,114.55	1,160,876.00	1,022,238.55	53.18
542.000 - Read and Bill	52,590.00	52,590.00	34,772.77	17,817.23	66.12

GL NUMBER	2021-22 ORIGINAL BUDGET	2021-22 AMENDED BUDGET	YTD BALANCE 04/30/2022	AVAILABLE BALANCE	% BDGT USED
543.230 - Water Main Repair USDA Grant	1,215,556.27	1,251,011.42	1,057,371.96	193,639.46	84.52
850.000 - Other Functions	11,300.00	11,300.00	0.00	11,300.00	0.00
905.000 - Debt Service	38,997.88	45,997.88	40,006.77	5,991.11	86.98
TOTAL EXPENDITURES	3,630,566.24	3,694,428.75	2,412,895.13	1,281,533.62	
Fund 591 - Water Supply Fund:					
TOTAL REVENUES	2,970,800.00	2,970,800.00	2,680,139.62	290,660.38	90.22
TOTAL EXPENDITURES	3,630,566.24	3,694,428.75	2,412,895.13	1,281,533.62	65.31
NET OF REVENUES & EXPENDITURES	(659,766.24)	(723,628.75)	267,244.49	(990,873.24)	
Fund 661 - Motor Pool Fund					
000.000 - General	190,000.00	190,000.00	121,588.26	68,411.74	63.99
172.000 - Executive	0.00	0.00	4,400.00	(4,400.00)	100.00
TOTAL REVENUES	190,000.00	190,000.00	125,988.26	64,011.74	
172.000 - Executive	9,758.00	11,199.00	10,503.97	695.03	93.79
228.000 - Information Technology	970.00	970.00	670.03	299.97	69.08
253.000 - Treasurer	7,853.00	7,853.00	6,596.54	1,256.46	84.00
265.100 - Facilities - City Garage	434,064.88	434,192.68	276,386.37	157,806.31	63.66
850.000 - Other Functions	18,750.00	18,750.00	0.00	18,750.00	0.00
TOTAL EXPENDITURES	471,395.88	472,964.68	294,156.91	178,807.77	
Fund 661 - Motor Pool Fund:					
TOTAL REVENUES	190,000.00	190,000.00	125,988.26	64,011.74	66.31
TOTAL EXPENDITURES	471,395.88	472,964.68	294,156.91	178,807.77	62.19
NET OF REVENUES & EXPENDITURES	(281,395.88)	(282,964.68)	(168,168.65)	(114,796.03)	



Plante & Moran, PLLC

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plantemoran.com

May 5, 2022

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

Dear Mr. Zettel:

Thank you for your selection of Plante & Moran, PLLC ("PM") to assist you. We are sending this letter and the accompanying Professional Services Agreement, which is hereby incorporated as part of this engagement letter, to confirm our understanding of the nature, limitations, and terms of the services we will provide to City of Swartz Creek ("Client").

Scope of Services

We will audit Client's basic financial statements and federal awards as of and for the year ended June 30, 2022. In addition, the supplemental information accompanying the financial statements, consisting of the nonmajor governmental funds combining statements and fiduciary fund statements, will be subjected to the auditing procedures applied in our audit of the financial statements.

In connection with our audit engagement, we will assist you in drafting your financial statements, supplementary information, and related notes as well as the schedule of expenditures of federal awards and data collection form. This assistance is considered a non-audit service; you agree to the contemporaneous provision of these audit and non-audit services.

If you determine that you need additional services, including accounting, consulting, or tax assistance, PM can be available to provide such additional services if and to the extent provided for in a separate, signed engagement agreement.

Timing of Services

We expect to begin fieldwork for this engagement at your offices on August 15, 2022. We anticipate that our on-site audit work will end on approximately August 26, 2022 and that our report will be issued by November 30, 2022. Completion of our procedures and issuance of our report will be dependent upon our ability to obtain sufficient appropriate information and access your staff. If you elect to have us perform as many procedures remotely as possible, there may likely still be procedures that will require us to be on-site. We will work with you to schedule that work based on and subject to applicable legal requirements and/or guidance regarding worksite safety conditions.

Fees and Payment Terms

Our fee for this engagement will be based on the value of the services provided, which is primarily a function of the time that PM staff expends at our current hourly rates. We estimate that our fee for this engagement will be \$32,025, which is an inflationary increase over prior year. Our fee for the Single Audit will be no more than \$10,000 for one major program (which is a \$500 increase from prior year) and additional \$10,000 per program if more than one program is required to be

Mr. Adam Zettel
City of Swartz Creek

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May 5, 2022

tested. This fee does not include additional help that your team may need during the audit. Those items would be billed at discounted hourly rates based on our time spent.

Any fee estimate for the engagement does not include time related to the implementation of GASB 87, Lease Accounting. These services include assistance with the identification and reporting of leases. Our fee for any such services will be based on the value of the services provided, which is primarily a function of the time that PM staff expend at our current hourly rates.

Our fee does not include additional services that may be required as a result of issues related to the Coronavirus pandemic, including accounting and disclosure matters, or those caused by delays in engagement timing or procedures. In the event any of these issues arise, we will discuss additional fee estimates with you.


Invoices for audit services will be rendered as services are provided. Invoices for other services and out-of-pocket costs will be rendered as services are provided and are due when received. In the event an invoice is not paid timely, a late charge in the amount of 1.25 percent per month will be added, beginning 30 days after the date of the invoice.

If you are in agreement with our understanding of this engagement, as set forth in this engagement letter and the accompanying Professional Services Agreement, please sign the enclosed copy of this letter and return it to us with the accompanying Professional Services Agreement.

Thank you for the opportunity to serve you.

Very truly yours,

Plante & Moran, PLLC



Pamela L. Hill, CPA
Partner

Agreed and Accepted

We accept this engagement letter and the accompanying Professional Services Agreement (collectively "Agreement"), which set forth the entire agreement between City of Swartz Creek and Plante & Moran, PLLC with respect to the services specified in the Scope of Services section of this engagement letter.

City of Swartz Creek

Adam Zettel

City Manager

Title

Date

Professional Services Agreement – Audit Services Addendum to Plante & Moran, PLLC Engagement Letter

This Professional Services Agreement is part of the engagement letter for audit services dated May 5, 2022 between Plante & Moran, PLLC (referred to herein as “PM”) and City of Swartz Creek (referred to herein as “Client”).

1. **Financial Statements** – The financial statements of Client being audited by PM are to be presented in accordance with accounting principles generally accepted in the United States of America (GAAP).
2. **Management Responsibilities** – Client management is responsible for the preparation and fair presentation of these financial statements, the schedule of federal awards, and the data collection form in accordance with the applicable financial reporting framework, including compliance with the requirements of accounting principles generally accepted in the United States of America when required and the completeness and accuracy of the information presented and disclosed therein. Management is also responsible for the capability and integrity of Client personnel responsible for Client’s underlying accounting and financial records.

Client personnel will provide PM, in a timely and orderly manner, with access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, the schedule of federal awards, and the data collection form, such as records, documentation, and other matters and additional information that the auditor may request from management for the purpose of the audit.

This includes providing assistance and information PM requests during the course of its audit, including retrieval of records and preparation of schedules, analyses of accounts, and confirmations. A written request for information to be provided will be submitted under separate cover and supplemented by additional written and oral requests as necessary during the course of PM’s audit. In addition, Client will provide PM with all information in its possession that has a material impact on any material transaction and that information will be complete, truthful, and accurate. Client will allow PM unrestricted access to personnel within Client from whom PM determines it necessary to obtain audit evidence.

Client represents and warrants that any and all information that it transmits to PM will be done so in full compliance with all applicable federal, state, local and foreign privacy and data protection laws, as well as all other applicable regulations and directives, as may be amended from time to time (collectively, “Data Privacy Laws”). Client shall not disclose personal data of data subjects (“Personal Data”) who are entitled to certain rights and protections afforded by Data Privacy Laws to PM without prior notification to PM. Client shall make reasonable efforts to limit the disclosure of Personal Data to PM to the minimum necessary to accomplish the intended purpose of the disclosure to PM.

Management is responsible for making all management decisions and performing all management functions relating to the financial statements, supplementary financial information, related notes, schedule of federal awards, and the data collection form. Management accepts full responsibility for such decisions, even if PM provides advice as to the application of accounting principles or assists in drafting the financial statements, supplementary financial information, related notes, schedule of federal awards, or data collection form. Management is also ultimately responsible for the submission of the data collection form to the Federal Audit Clearinghouse. Client has designated Deanna Korth to oversee financial statement and federal awards reporting related services PM provides. Management will be required to acknowledge in the management representation letter that it has reviewed and approved the financial statements, supplementary financial information, and related notes prior to their issuance and have accepted responsibility for the adequacy of the financial statements.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing PM about all known or suspected fraud affecting the Client involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. Management’s responsibilities include informing PM of its knowledge of any allegations of fraud or suspected fraud affecting the Client received in communications from employees, former employees, regulators, or others. In addition, management is responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

Management is responsible for providing PM with complete, accurate, and timely information that could bear on PM’s independence under applicable professional standards, including, but not limited to, information and representations regarding affiliates of Client, business or personal relationships between Client and PM, and business, personal and employment relationships between those in a financial reporting oversight role, including members of governance, and PM (collectively, Independence Information). Client represents and warrants that (a) it has provided PM any and all Independence Information existing as of the date of this Agreement, (b) that such Independence Information is accurate and complete as of the date of this Agreement, (c) that it will notify PM of any changes to Independence Information that has been provided as of the date of this Agreement, and (d) that,

Professional Services Agreement – Audit Services

after the date of this Agreement, it will provide any new Independence Information to PM as soon as it becomes known to Client.

3. **Objective of an Audit of Financial Statements** – The objective of PM's audit is the expression of an opinion on the Client financial statements specified in the accompanying engagement letter. PM offers no guarantee, express or implied, that its opinion will be unmodified or that it will be able to form an opinion about these financial statements in the event that Client's internal controls or accounting and financial records prove to be unreliable or otherwise not auditable. If PM's opinion is to be modified, PM will discuss the reasons with Client management in advance of the issuance of its audit report. If, for any reason, PM is prevented from completing its audit or is unable to form an opinion on these financial statements, PM may terminate the engagement and decline to issue a report.
4. **Supplementary Information** – In any document that contains supplementary information to the basic financial statements that indicates that the auditor has reported on such supplementary information, management agrees to include the auditor's report on that supplementary information. In addition, management agrees to present the supplementary information with the audited financial statements or to make the audited financial statements readily available no later than the date of issuance by Client of the supplementary information and the auditor's report thereon.
5. **Internal Controls** – Client is responsible for the design, implementation, and maintenance of internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including controls established for the purpose of preventing or detecting errors in financial reporting, preventing fraud or misappropriation of assets, and identifying and complying with applicable laws and regulations, including those applicable to federal awards, and with the provisions of contracts and grant agreements. PM, in making its risk assessments, will consider internal control relevant to Client's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances. PM's audit will not be designed to provide assurance on the design or operating effectiveness of Client's internal controls or to identify all conditions that represent significant deficiencies in those internal controls. PM will communicate all significant deficiencies and material weaknesses in internal controls relevant to the audit of the financial statements, instances of fraud, or misappropriation of assets that come to PM's attention.
6. **Audit Procedures and Limitations** – PM's audit of the financial statements will be conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include examination, on a test basis, of evidence supporting the amounts and disclosures in the Client financial statements specified in this engagement letter. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. An audit in accordance with GAAS involves judgment about the number of transactions to be tested and the overall approach to testing in each area. As a result, PM's audit can only be designed to provide reasonable rather than absolute assurance that these financial statements are free from material misstatement. In addition, an audit in accordance with GAAS is not designed to detect errors or fraud that are immaterial to the financial statements. Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected always exists, even in an audit properly planned and performed in accordance with GAAS. In recognition of these limitations, Client acknowledges that PM's audit cannot guarantee that all instances of error or fraud will be identified.
7. **Government Auditing Standards** – Under *Government Auditing Standards*, PM will make some assessments of Client's compliance with laws, regulations, and contract provisions. While those assessments will not be sufficient to identify all noncompliance with applicable laws, regulations, and contract provisions, PM will communicate all noncompliance conditions that come to PM's attention.

PM's audit of Client's federal awards will be made in accordance with auditing standards generally accepted in the United States of America; the standards applicable for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*.

Management is responsible for corrective action on all audit findings, including preparation of a schedule of prior audit findings and corrective action plans, if necessary.

In accordance with *Government Auditing Standards*, a copy of PM's most recent peer review report is included as an attachment to this Agreement.

8. **Auditor Communications** – PM is obligated to communicate certain matters related to the audit to those responsible for governance of Client, including instances of error or fraud and significant deficiencies and material weaknesses in internal control that PM identifies during its audit. PM will communicate these matters to the

Professional Services Agreement – Audit Services

members of Client's governing board, and Client acknowledges and agrees that communication in this manner is sufficient for Client's purposes.

Under *Government Auditing Standards* PM is obligated to communicate instances of fraud, noncompliance or abuse that is material to the financial statements to those responsible for governance of Client. In certain situations, *Government Auditing Standards* require disclosure of instances of known or likely fraud, noncompliance, or abuse directly to applicable governmental agencies. If such acts are detected during PM's audit, PM will make required disclosures regarding these acts to applicable government agencies.

- 9. Communication to Group Auditor** – In instances where PM has been engaged as a component auditor for the purposes of a Group Audit, the terms of the engagement may include communication of certain matters related to the audit to the Group Auditor. Client permits such communication. PM will discuss matters being communicated with those responsible for governance of Client.
- 10. Accounting and Financial Records** – Client agrees that it is responsible for providing PM with accounting and financial records that are closed, complete, accurate, and in conformity with the requirements of GAAP, for providing schedules and analyses of accounts that PM requests, and for making all Client financial records and related information available to PM for purposes of PM's audit, whether obtained from within or outside of the general ledger and subsidiary ledgers. Where PM has provided estimates of the timing of its work and completion of PM's engagement and issuance of PM's report, those estimates are dependent on Client providing PM with all such accounting and financial records, schedules, and analyses on the date PM's work commences. PM will assess the condition of Client's accounting and financial records, schedules, and analyses of accounts prior to commencing its work. In the event that such records, schedules, and analyses are not closed, complete, accurate, or in conformity with GAAP, PM may have to reschedule its work, including the dates on which PM expects to complete its on-site procedures and issue its audit report.

In any circumstance where PM's work is rescheduled due to Client's failure to provide information as described in the preceding paragraph, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of the audit work or issuance of its audit report. Because rescheduling audit work imposes additional costs on PM, in any circumstance where PM has provided estimated fees, those estimated fees may be adjusted for the additional time PM incurs as a result of rescheduling its work. These fee adjustments will be determined in accordance with the Fee Adjustments provision of this Agreement.

- 11. Audit Adjustments** – PM will recommend adjustments to Client's accounting records that PM believes are appropriate. Client management is responsible for adjusting Client accounting records and financial statements to correct material misstatements and for affirming to PM in writing that the effects of any unrecorded adjustments identified during PM's audit are immaterial, both individually and in the aggregate, to the Client financial statements specified in this Agreement.
- 12. Management Representations** – Client is responsible for the financial statements and federal awards being audited and the implicit and explicit representations and assertions regarding the recognition, measurement, presentation, and disclosure of information therein. During the course of the audit, PM will request information and explanations from Client officers, management, and other personnel regarding accounting and financial matters, including information regarding internal controls, operations, future plans, and the nature and purpose of specific transactions. PM will also require that management make certain representations to PM in writing as a precondition to issuance of PM's report.

PM's audit procedures will be significantly affected by the representations and assertions PM receives from management and, accordingly, false representations could cause material error or fraud to go undetected by PM's procedures. Accordingly, Client acknowledges and agrees that it will instruct each person providing information, explanations, or representations to an auditor to provide true and complete information, to the best of his or her knowledge and belief. It is also agreed that any deliberate misrepresentation by any director, officer, or member of management, or any other person acting under the direction thereof ("Client Personnel"), intended to influence, coerce, manipulate, or mislead PM in the conduct of its audit of the financial statements will be considered a material breach of this Agreement. In addition, as a condition of its audit engagement, Client agrees to indemnify and hold PM and its partners, affiliates, and employees harmless from any and all claims, including associated attorneys' fees and costs, based on PM's failure to detect material misstatements in Client financial statements resulting in whole or in part from deliberate false or misleading representations, whether oral or written, made to PM by Client Personnel. This indemnity will be inoperative only if, and to the extent that, a court having competent jurisdiction has determined that PM failed to conduct its audit in accordance with generally accepted auditing standards and such failure resulted in PM not determining such misrepresentation by Client Personnel was false.

- 13. Use of Report** – PM's report on the financial statements must be associated only with the financial statements that were the subject of PM's audit engagement. Client may make copies of the audit report, but only if the entire financial statements (including related footnotes and supplemental information, as appropriate) are reproduced

Professional Services Agreement – Audit Services

and distributed with that report. Client agrees not to reproduce or associate PM's audit report with any other financial statements, or portions thereof, that are not the subject of this engagement.

If PM's report on the financial statements being audited is to be published in any manner or if Client intends to make reference to PM in a publication of any type, Client agrees to submit proofs of the publication to PM for review prior to such publication and cooperate with PM in PM's performance of any additional audit procedures PM deems necessary in the circumstances, the nature and extent of which will be at PM's sole discretion. Client acknowledges and agrees that additional fees for such work will be determined in accordance with the Fee Adjustments provision of this Agreement. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on Client's Internet website, Client understands that electronic sites are a means to distribute information and, therefore, PM is not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

- 14. Securities Offerings** – PM's audit does not contemplate, and does not include, any services in connection with any offering of securities, whether registered or exempt from registration. In the event Client elects to incorporate or make reference to PM's report in connection with any offering of debt or equity securities and requests PM's consent to such incorporation or reference, Client understands that additional procedures will need to be performed. In the event PM agrees in writing to perform such additional procedures, the nature and extent of which will be at PM's sole discretion, it is agreed and acknowledged that PM's performance of such additional procedures will be subject to all of the terms and conditions of this Agreement. Additional fees for such work will be determined based on the actual time that PM staff expend at current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and that payment for all such additional fees will be made in accordance with the payment terms provided in this Agreement.

If Client incorporates or makes reference to PM's report in connection with any offering of debt or equity securities without obtaining consent from PM as described above, Client agrees to include the following provision in the offering document:

Plante & Moran, PLLC, our independent auditor, has not performed or been engaged to perform any services in connection with the offering of securities. Nor has Plante & Moran, PLLC performed or been engaged to perform any procedures on the financial statements of Client since the date of the Plante & Moran, PLLC report included herein. Plante & Moran, PLLC also has not performed any procedures relating to this offering document.

- 15. Tax Return Preparation** – This engagement does not include preparation of any tax returns or filings. If Client requires tax services, including tax consulting or preparation of tax returns, those services will be detailed in a separate engagement letter.
- 16. Confidentiality, Ownership, and Retention of Workpapers** – During the course of this engagement, PM and PM staff may have access to proprietary information of Client, including, but not limited to, information regarding general ledger balances, financial transactions, trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to Client. PM will comply with all applicable ethical standards, laws, and regulations as to the retention, protection, use and distribution of such confidential client information. Except to the extent set forth herein, PM will not disclose such information to any third party without the prior written consent of Client.

In the interest of facilitating PM's services to Client, PM may communicate or exchange data by internet, e-mail, facsimile transmission, or other electronic method. While PM will use its best efforts to keep such communications and transmissions secure in accordance with PM's obligations under applicable laws and professional standards, Client recognizes and accepts that PM has no control over the unauthorized interception of these communications or transmissions once they have been sent, and consents to PM's use of these electronic devices during this engagement.

Professional standards require that PM create and retain certain workpapers for engagements of this nature. All workpapers created in the course of this engagement are and shall remain the property of PM. PM will maintain the confidentiality of all such workpapers as long as they remain in PM's possession.

Both Client and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in which PM is not a party. Further, in compliance with Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*, PM's working papers will be made available to federal award program representatives at PM offices during normal business hours during the audit and for a period of three years after the issuance of the report. Disclosure of confidential information in accordance with requirements of regulatory authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this Agreement. In the event that a request for any

Professional Services Agreement – Audit Services

confidential information or workpapers covered by this Agreement is made by regulatory authorities or pursuant to a court order or subpoena, PM agrees to inform Client in a timely manner of such request and to cooperate with Client should it attempt, at Client's cost, to limit such access. This provision will survive the termination of this Agreement. PM's efforts in complying with such requests will be deemed billable to Client as a separate engagement. PM shall be entitled to compensation for its time and reasonable reimbursement of its expenses (including legal fees) in complying with the request.

Both Client and PM acknowledge that upon completion of the audit PM is required to send an electronic copy of Client's financial report, PM's official letter of comments and recommendations, and auditing procedures report directly to the State of Michigan pursuant to Michigan Department of Treasury Regulations. Client authorizes and directs PM to provide such information and disclosure of such information shall not constitute a breach of the provisions of this Agreement.

PM reserves the right to destroy, and it is understood that PM will destroy, workpapers created in the course of this engagement in accordance with PM's record retention and destruction policies, which are designed to meet all relevant regulatory requirements for retention of workpapers. PM has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.

Upon Client's written request, PM may, at its sole discretion, allow others to view any workpapers remaining in its possession if there is a specific business purpose for such a review. PM will evaluate each written request independently. Client acknowledges and agrees that PM will have no obligation to provide such access or to provide copies of PM's workpapers, without regard to whether access had been granted with respect to any prior requests.

17. Consent to Disclosures to Service Providers – In some circumstances, PM may use third-party service providers to assist with its services, including affiliates of PM within or outside the United States. In those circumstances, PM will be solely responsible for the provision of any services by any such third-party service providers and for the protection of any information provided to such third-party service providers. PM will require any such third-party service provider to: (i) maintain the confidentiality of any information furnished; and (ii) not use any information for any purpose unrelated to assisting with PM's services for Client. In order to enable these third party service providers to assist PM in this capacity, Client, by its duly authorized signature on the accompanying engagement letter, consents to PM's disclosure of all or any portion of Client's information, including tax return information, to such third party service providers, including affiliates of PM outside of the United States, if and to the extent such information is relevant to the services such third party service providers may provide and agrees that PM's disclosure of such information for such purposes shall not constitute a breach of the provisions of this Agreement. Client's consent shall be continuing until the services provided for this Agreement are completed.

18. Fee Quotes – In any circumstance where PM has provided estimated fees, fixed fees, or not-to-exceed fees ("Fee Quotes"), these Fee Quotes are based on information provided by Client regarding the nature and condition of its accounting, financial, and tax records; the nature and character of transactions reflected in those records; and the design and operating effectiveness of its internal controls. Client acknowledges that the following circumstances may result in an increase in fees:

- Failure by Client to prepare for the audit as evidenced by accounts and records that have not been subject to normal year-end closing and reconciliation procedures;
- Failure by Client to complete the audit preparation work by the applicable due dates;
- Significant unanticipated or undisclosed transactions, audit issues, or other such unforeseeable circumstances, including those created by the Coronavirus pandemic and resulting market conditions;
- Delays by Client causing scheduling changes or disruption of fieldwork, including challenges created by the Coronavirus pandemic resulting from the inaccessibility of Client personnel or records;
- After audit or post fieldwork circumstances requiring revisions to work previously completed or delays in resolution of issues that extend the period of time necessary to complete the audit;
- Issues with the prior audit firm, prior year account balances, or report disclosures that impact the current year engagement;
- An excessive number of audit adjustments.

PM will advise Client in the event these circumstances occur; however, it is acknowledged that the exact impact on the Fee Quote may not be determinable until the conclusion of the engagement. Such fee adjustments will be determined in accordance with the Fee Adjustments provision of this Agreement.

19. Payment Terms – PM's invoices for professional services are due upon receipt unless otherwise specified in the engagement letter. In the event any of PM's invoices are not paid in accordance with the terms of this Agreement,

Professional Services Agreement – Audit Services

PM may elect, at PM's sole discretion, to suspend work until PM receives payment in full for all amounts due or terminate this engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of PM's audit work or issuance of PM's audit report upon resumption of PM's work. Client agrees that in the event PM stops work or terminates this Agreement as a result of Client's failure to pay fees on a timely basis for services rendered by PM as provided in this Agreement, or if PM terminates this Agreement for any other reason, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.

- 20. Fee Adjustments** – Any fee adjustments for reasons described elsewhere in this Agreement will be determined based on the actual time expended by PM staff at PM's current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and included as an adjustment to PM's invoices related to this engagement. Client acknowledges and agrees that payment for all such fee adjustments will be made in accordance with the payment terms provided in this Agreement.
- 21. Conditions of PM Visit to Client Facilities** – Client agrees that some or all of PM's services may be provided remotely. In order to facilitate the provision of services remotely, Client agrees to provide documentation and other information reasonably required by PM for PM's performance of the engaged services electronically to the extent possible throughout the course of the engagement. In the event in-person visits to Client's facility(ies) are requested by Client or otherwise determined by PM to be necessary for the performance of the engaged services, Client agrees, upon PM's request, to provide to PM Client's policies and procedures that Client has implemented relating to workplace safety and the prevention of the transmission of disease at its facility(ies). In addition, Client affirms that it is in compliance with applicable Centers for Disease Control and Prevention and OSHA guidance pertaining to the prevention of the transmission of disease (collectively, "Applicable Preventative Guidance") and agrees that it shall continue to comply with Applicable Preventative Guidance throughout any in-person visits by PM to Client's facility(ies). Notwithstanding the foregoing, PM reserves the right to suspend or refrain from any in-person visit by PM to Client's facility(ies) or impose further conditions on any such in-person visit if and as PM deems necessary. Client agrees and acknowledges that any determination by PM to visit Client's facility(ies) is not and shall not be construed to be or relied on by Client as a determination by PM of Client's compliance with Applicable Preventative Guidance.
- 22. Release for Biological Agent Liability** – Client acknowledges that there is an inherent risk of exposure to COVID-19 or other infectious diseases associated with any in-person interaction or in-person visit to property. Accordingly, Client, for itself and its successors and assigns, hereby releases PM and each of PM's officers, directors, partners, members, managers, employees, affiliated, parent or subsidiary entities, and approved third party service providers (collectively, "PM Persons") from any and all claims or causes of action that the Client has, or hereafter may or shall have, against any of them in connection with, related to, or arising out of COVID-19 or other infectious diseases or the transmission thereof associated with a visit by one or more of the PM Persons to any Client facility(ies) or other in-person interaction with Client personnel.
- 23. Exclusion of Certain Damages** – In no event shall either party be liable to the other, whether a claim be in tort, contract, or otherwise, for any indirect, consequential, punitive, exemplary, lost profits, or similar damages in claims relating to PM's services provided under this engagement.
- 24. Receipt of Legal Process** – In the event PM is required to respond to a subpoena, court order, or other legal process (in a matter involving Client but not PM) for the production of documents and/or testimony relative to information PM obtained and/or prepared during the course of this engagement, Client agrees to compensate PM for the affected PM staff's time at such staff's current hourly rates, and to reimburse PM for all of PM's out-of-pocket costs incurred associated with PM's response unless otherwise reimbursed by a third party.
- 25. Subsequent Discovery of Facts** – After the date of PM's report on the financial statements, PM has no obligation to make any further or continuing inquiry or perform any other auditing procedures with respect to the audited financial statements covered by PM's report, unless new information that may affect the report comes to PM's attention. If PM becomes aware of information that relates to these financial statements but was not known to PM at the date of its report, and that is of such a nature and from such a source that PM would have investigated it had it come to PM's attention during the course of the audit, PM will, as soon as practicable, undertake to determine whether the information is reliable and whether the facts existed at the date of PM's report. In this connection, PM will discuss the matter with Client and request cooperation in whatever investigation and modification of the financial statements that may be necessary. Additional fees for such work will be determined based on the actual time that PM staff expend at PM's current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and Client acknowledges and agrees that payment for all such additional fees will be made in accordance with the payment terms provided in this Agreement.
- 26. Termination of Engagement** – This engagement may be terminated by either party upon written notice. Upon notification of termination of this engagement, PM will cease providing services under the engagement. Client shall

Professional Services Agreement – Audit Services

compensate PM for all time expended and reimburse PM for all out-of-pocket expenditures incurred by PM through the date of termination of this engagement.

- 27. Entire Agreement** – This Agreement is contractual in nature and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this Agreement supersede any prior oral or written representations or commitments by or between the parties regarding the subject matter hereof. Any material changes or additions to the terms set forth in this Agreement will only become effective if evidenced by a written amendment to this Agreement, signed by all of the parties.
- 28. Severability** – If any provision of this Agreement (in whole or part) is held to be invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
- 29. Force Majeure** – Neither party shall be deemed to be in breach of this Agreement as a result of any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, acts of God, war, other violence, epidemic, pandemic or other public health emergency or government mandated shut down (each individually a “Force Majeure Event”). A Force Majeure Event shall not excuse any payment obligation relating to fees or costs incurred prior to any such Force Majeure Event.
- 30. Signatures** – Any electronic signature transmitted through DocuSign or manual signature on this Agreement transmitted by facsimile or by electronic mail in portable document format may be considered an original signature.
- 31. Governing Law** – This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, and jurisdiction over any action to enforce this Agreement, or any dispute arising from or relating to this Agreement shall reside exclusively within the State of Michigan.

End of Professional Services Agreement – Audit Services



1550 United Plaza Blvd., Suite 4000 - Baton Rouge, LA 70802
504.388.4000 ext. 4000 | 504.388.4000 fax

Report on the Firm's System of Quality Control

To the Partners of
Plante & Moran, PLLC
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Plante & Moran, PLLC (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended June 30, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, audits performed under FDICIA, an audit of a broker-dealer, and examinations of service organizations (SOC 1 and SOC 2 engagements).

As part of our peer review, we considered reviews by regulatory entities as communicated to the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Plante & Moran, PLLC applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended June 30, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Plante & Moran, PLLC has received a peer review rating of *pass*.

Postlethwaite & Netterville

Baton Rouge, Louisiana
December 27, 2019



CEM Support Center

Consumers Energy, CEM Support Center, Lansing Service Center, Rm. 122, 530 W. Willow St., P.O. Box 30162 Lansing, MI 48909-7662

May 11, 2022

NOTIFICATION #:
1060521123

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

REFERENCE: WINSTON AND OAKVIEW, SWARTZ CREEK

Dear Valued Customer,

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

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

The estimated cost for your energy request is as follows:

Non Refundable Agreement for Installation of Electric Facilities:

Winter Construction Costs:	\$ -
Installation Charge:	\$ 6,014.00
Additional Costs	
Total Estimated Cost:	\$ 6,014.00
Less Prepayment Received:	\$ -
Total Estimated Cost Due:	<u>\$ 6,014.00</u>

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

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

Kristen Greenwood at (844) 316-9537



A CMS Energy Company

Dear New Electric Customer:

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

CUSTOMER RESPONSIBILITIES

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

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

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

Kristen Greenwood at (844) 316-9537



A CMS Energy Company

CEM Support Center

Consumers Energy, Lansing Service Center, Rm. 122, 530 W. Willow St., P.O. Box 30162 Lansing, MI 48909-7662

PLEASE RETURN THE CHECKED DOCUMENTS BELOW TO CONSUMERS ENERGY IN THE ENVELOPE PROVIDED	
TO EXPEDITE SERVICE, RETURN VIA EMAIL TO:	
<u>POBoxCEServiceRequest@cmsenergy.com</u>	
<input type="checkbox"/>	AGREEMENT FOR INSTALLATION (Please return all pages of contracts) (Form 93, Form 94 and Form 95 - 2 Page Document Each) (Form 861, Form 862 and Form 230 - 4 Page Document Each)
<input checked="" type="checkbox"/>	PAYMENT WITH INVOICE STUB (BOTTOM STUB IS REQUIRED FOR PROCESSING)
<input type="checkbox"/>	REQUEST FOR ELEVATED CUSTOMER DELIVERY PRESSURE
<input checked="" type="checkbox"/>	STANDARD LIGHTING CONTRACT (MUST BE CERTIFIED BY CLERK)
<input type="checkbox"/>	SIGNED CUSTOMER ATTACHMENT PROGRAM (CAP) CONTRACT (PLEASE ENSURE TO CHECK PAYMENT OPTION ON CONTRACT)
<input type="checkbox"/>	GO READY FORM (FORM 1250) TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: <u>POBoxCEServiceRequest@cmsenergy.com</u>
<input type="checkbox"/>	SITE READY PHOTO(S) TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: <u>POBoxCEServiceRequest@cmsenergy.com</u>
<input type="checkbox"/>	OTHER:
NOTIFICATION REFERENCE NUMBERS	
ELECTRIC SERVICE NOTIFICATION:	
GAS SERVICE NOTIFICATION:	
ELECTRIC OH DISTRIBUTION NOTIFICATION:	
ELECTRIC UG DISTRIBUTION NOTIFICATION:	
GAS MAIN NOTIFICATION:	
STREETLIGHT NOTIFICATION:	1060521123



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

Amount Due: \$6,014.00
Please pay by: May 25, 2022

Invoice Number	9322829034
PO Number	
PO Date	
Bill Date	05/11/22

Account: 3000 1971 8331

WINSTON AND OAKVIEW SWARTZ CREEK - STREETLIGHTING - NOTIFICATION NUMBER (s): 1060521123 -

NONENERGY INVOICE

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Electric Streetlights-CIAC	2.0 EA	\$100.00	\$200.00
Electric Streetlights-Post Top Fixture	2.0 EA	\$1,272.00	\$2,544.00
Electric Streetlights-Fluted Poles	2.0 EA	\$1,635.00	\$3,270.00

TOTAL DUE: \$6,014.00

See Page 2 for Payment Options.

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

INVOICE QUESTIONS - Contact: Kristen Greenwood -(844) 316-9537 -

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



CONSUMERS ENERGY
CEM Support Ctr - Lansing RM 122
PO Box 30162
Lansing, MI 48909-7662

PREPAYMENT REQUEST

Account: 3000 1971 8331

Amount Due: \$6,014.00
Please pay by: May 25, 2022
Enclosed:

6 330032100032 000006014005 0000 2056 6 300019718331 H

Ways to pay your nonenergy bill:



Same-day payment
ConsumersEnergy.com
Discover® MasterCard®
Visa® or eCheck



Same-day payment
866-329-9593
Discover® MasterCard®
Visa® or eCheck



By mail
Check, money order
Consumers Energy
Payment Center
P.O. Box 740309
Cincinnati, OH 45274 0309



In person
Cash, check, card
or money order
Varies by authorized payment location
Fees may apply



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

Contract Number: 103033446230

Consumers Energy Company is authorized as of _____, by the City of SWARTZ CREEK, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of SWARTZ CREEK, dated 11/1/2019.

Lighting Type:

General Unmetered Light Emitting Diode Lighting Rate GU-LED

Notification Number(s):

1060521123

Construction Work Order Number(s):

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 11/1/2019 shall remain in full force and effect.

City of SWARTZ CREEK

By:

(Signature)

(Printed)

Its

(Title)

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

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of SWARTZ CREEK, dated 11/1/2019, in accordance with the Authorization for Change in Standard Lighting Contract dated _____,

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

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

STATE OF MICHIGAN
COUNTY OF Genesee

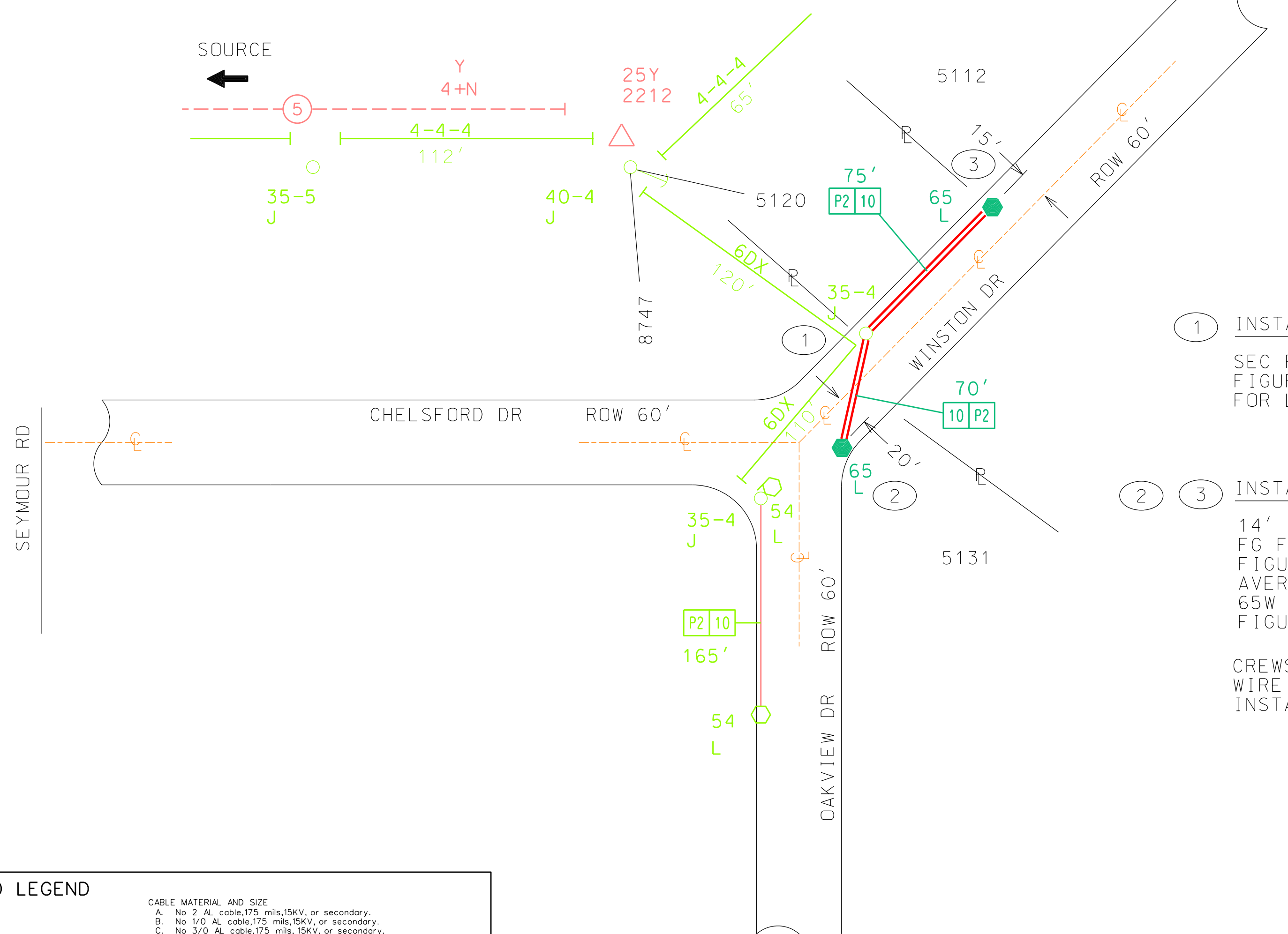
I, _____, Clerk of the City of SWARTZ CREEK, do hereby certify that the foregoing resolution was duly adopted by the commission council board of said municipality, at the meeting held on _____.

Dated:

Municipal Customer Type: City

GENERAL UNMETERED LIGHT EMITTING DIODE LIGHTING RATE GU-LED

<i>Number of Luminaires</i>	<i>Nominal Watts</i>	<i>Luminaire Type</i>	<i>Fixture Type</i>	<i>Fixture Style</i>	<i>Install Remove</i>	<i>Location</i>
1	<u>65</u>	<u>LED</u>	<u>Post Top</u>	<u>Avery CO</u>	<u>Install</u>	5131 OAKVIEW DR
1	<u>65</u>	<u>LED</u>	<u>Post Top</u>	<u>Avery CO</u>	<u>Install</u>	5120 WINSTON DR



① INSTALL
 SEC RISERS
 FIGURE 63-20-1
 FOR LOCATIONS 2 AND 3

② ③ INSTALL
 14' ORNAMENTAL BLK
 FG FLUTED POLE
 FIGURE 42-212-5
 AVERY POST TOP
 65W FIXTURE
 FIGURE 42-215-4

CREWS TO PULL STLT WIRE
 WIRE THROUGH CUSTOMER
 INSTALLED CONDUIT

UNDERGROUND LEGEND

- | | |
|---|--|
| <ol style="list-style-type: none"> 1. Single-phase primary 2. Open wye primary 3. Three-phase primary 4. Single-phase secondary 5. Combination light and power secondary 6. Three-phase power secondary 7. Single-phase service 8. Combination lighting and power service 9. Three-phase power service 10. Streetlighting conductor (2/C • 10 CU) 11. Streetlighting conductor (2/C • 8 AL) 12. Covered neutral conductor for ducts 13. Streetlighting conductor (3/C • 1/0 AL) <p>CONDUIT</p> <p> P2 2" Plastic P3 3" Plastic P4 4" Plastic P6 6" Plastic
 S2 2" Steel S3 3" Steel S4 4" Steel S5 5" Steel S6 6" Steel
 BR2 Bore 2" Hole BR3 Bore 3" Hole BR4 Bore 4" Hole BR6 Bore 6" Hole </p> <p> — PROP. ELEC. CONDUCTORS ONLY
 — PROP. ELEC. AND GAS LINES ONLY
 — PROP. GAS LINE ONLY
 — PROP. ELEC., GAS AND TELECOMMUNICATIONS
 — EXIST. ELEC. CONDUCTORS ONLY
 — EXIST. GAS LINE ONLY
 - - - - - FUTURE ELECTRIC TRENCH </p> | <p>CABLE MATERIAL AND SIZE</p> <p>A. No 2 AL cable, 175 mils, 15KV, or secondary.
 B. No 1/0 AL cable, 175 mils, 15KV, or secondary.
 C. No 3/0 AL cable, 175 mils, 15KV, or secondary.
 D. 350 kcmil AL cable, 175 mils, 15KV, or secondary.
 E. 500 kcmil copper cable, 175 mils, 15KV, or secondary.
 F. 750 kcmil AL cable, 175 mils, 15KV, or secondary.
 G. No 1/0 stranded AL cable, 280 mils, 28KV.
 H. No 3/0 stranded AL cable, 280 mils, 28KV.
 I. 750 kcmil AL cable, 280 mils, 28KV.
 J. Cable joint.
 K. 350 kcmil AL cable, 260 mils, 25KV.
 M. Marker to locate cable.
 N. Refer to Note on Drawing, N1 for Note 1, etc.
 R. No 1/0 AL, solid cable, 280 mils, 28KV.
 T. No 1/0 AL stranded cable 280 mils, 28KV, jacketed.
 TT. No 1/0 AL stranded cable, 260 mils tree-retardant INS, 25KV, Jacketed.
 V. 350 kcmil AL stranded, 260 mils, 25KV, jacketed.
 VT. 350 kcmil AL cable, 260 mils tree-retardant INS, 25KV, Jacketed.
 W. 750 kcmil AL stranded, 280 mils, 28KV, jacketed.
 WT. 750 kcmil AL cable, 260 mils tree-retardant INS, 25KV, Jacketed.</p> <p>EX: 3R - No. 1/0 solid AL cable for three-phase primary
 3G4D - No. 1/0 AL cable for 3-phase primary and 350 AL cable for 1-phase secondary</p> <p>— X — CONDUCTOR CHANGE</p> |
|---|--|

SUBSTATION		WD NO.
SWARTZ CREEK		0398
CIRCUIT	CKT NO.	LCP NO.
MORRISH ROAD	01	1085

TLM NUMBER	# OF RODS	OHMS
0655022212		
CE STAKING REQ'D <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
FORESTRY REQ'D <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

METER ORDER NUMBER					METER NUMBER					READ					METER LOCATION				
N/A					N/A					N/A					N/A				
WINSTON AND OAKVIEW, SW CRK-ECNC STLT																			
CM NO. 100006894528																			
ORDER TYPE	MAT. TYPE	NOTIFICATION NUMBER	DESIGN NUMBER	ORDER NUMBER															
ECNC	STL	1060521123	11385293																

JOB PURPOSE:			CONSUMERS ENERGY CONTACTS								
PROPOSED STREETLIGHTS FOR CITY OF SWARTZ CREEK ROAD PROJECT											
UPSTREAM SECTIONALIZING DEVICE:			DEPARTMENT			NAME			NUMBER		
0174 80A			DESIGNER			KRISTEN GREENWOOD			269-986-7352		
LOCATION:			DESIGNER			JEREMY CLARK			810-730-7528		
SEYMOUR RD			DESIGNER			JEREMY CLARK			810-730-7528		
NORTH OF CHESTERFIELD			DESIGNER			JEREMY CLARK			810-730-7528		



michigan municipal league

Liability & Property Pool

Proposal

for the

City of Swartz Creek

Presented By:

Troy L. Feltman, DPA
MML Liability & Property Pool
(517) 763-9974

May 19, 2022

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This proposal is intended to be only a summary of coverages and services. For specific details on coverage terms and conditions, please refer to the Michigan Municipal League Liability and Property Pool coverage document.

Executive Overview

The Michigan Municipal League Liability and Property Pool has been a stable source of comprehensive municipal insurance and risk management services since 1982. It is financially secure and positioned for long-term stability.

The **City of Swartz Creek** has been a Pool member since **1986**.

The Pool staff is made up of municipal insurance experts. Municipal risk management is our only business, and we're proud of it!

The Pool provides insurance coverage designed specifically for Michigan municipal exposures, combined with a package of loss control programs, claims administration, legal defense and membership services that you won't find anywhere else in Michigan.

This quotation is based on the limits of coverage requested by the **City of Swartz Creek**. Higher limits may be available, subject to underwriting review by Pool Management. Please submit requests for higher limits in writing to your Account Executive. Your request will be considered by Pool Management.

The insurance and related services described more fully in this proposal are being offered to the **City of Swartz Creek** for an annual premium of **\$49,935**. When compared to last year's cost of \$47,221, it represents a premium increase of \$2,714. In addition, the MML Liability & Property Pool Board of Trustees voted to return another post-renewal dividend for Members renewing in 2022. The City of Swartz Creek's portion of the dividend return is \$4,723. The City of Swartz Creek will receive this dividend in the month following payment of your 2022 renewal premium.

We encourage you to compare the Pool with our competition. Compare us based on price, coverage, service, financial security, experience and commitment to municipal risk management. When you do, the advantages of Pool membership become clear.

Thank you for being a Pool member. We look forward to servicing your risk management program for many years to come.

Our Mission

To be a long-term, stable, cost-effective risk management alternative for members of the Michigan Municipal League Liability and Property Pool.

Introduction

What You Can Expect Of Us

- ✓ A commitment to learn, understand and respond to your insurance needs;
- ✓ Continuous planning and innovation in product development and service delivery;
- ✓ Products that meet your needs in terms of price, coverage and service;
- ✓ Prompt, accurate, and courteous response to your questions, problems and claims; and
- ✓ Knowledgeable and professional staff serving your needs consistently and with integrity.

Your Pool Insures More Than . . .

- ✓ 433 Public Entity Members
- ✓ 139 Fire Departments
- ✓ 170 Law Enforcement Agencies
- ✓ 2,195 Police Officers
- ✓ 5,772 Miles of Streets/Roads
- ✓ 6,950 Vehicles
- ✓ 16 Electric Utilities
- ✓ 195 Water Utilities
- ✓ 218 Sewer Utilities
- ✓ 24 Municipal Marinas
- ✓ \$5 Billion of Property Values
- ✓ 206 Water Service Operations
- ✓ 17 Dams

Coverage and Cost Summary City Of Swartz Creek

Effective 07-01-2022 to 07-01-2023

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
Municipal General Liability (Coverage A)	\$10,000,000	N/A	\$0
Mundy Township	\$10,000,000	N/A	\$0
Sewer Back-Up Sublimit	\$100,000	\$100,000	\$0
Personal Injury Liability (Coverage B)	\$10,000,000	N/A	\$0
Medical Payments (Coverage C)	\$10,000	N/A	N/A
Public Officials Liability (Coverage D)	\$10,000,000	N/A	\$0
Mundy Township	\$10,000,000	N/A	\$0
Law Enforcement Liability (Coverages A, B, and D)	No Coverage	N/A	N/A
Employee Benefit Liability	\$1,000,000	\$1,000,000	\$0
Fire Legal Liability	\$100,000	N/A	N/A
Cyber Liability & Data Breach Response	\$100,000	\$100,000	See Declaration
Dam Liability	No Coverage	N/A	N/A
Marina Operator Liability	No Coverage	N/A	N/A
Uninsured/Underinsured Motorists Coverage	\$100,000	N/A	\$0
Automobile Liability (Coverages A and B)	\$10,000,000	N/A	\$0

<u># Vehicles</u>	<u>Comp</u>	<u>Coll</u>
13	\$250	\$1,000

Agreed Amount, if applicable 1 Vehicle for a total of \$250,000

Coverages A, B, and D are provided with a combined single limit of liability. The most the Pool will pay for any one occurrence is \$10,000,000 regardless of the number of coverages involved in the occurrence.

Property

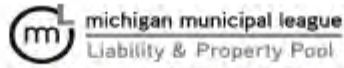
Property - Blanket Basis	\$13,232,017	N/A	\$250
Boiler and Machinery	Included	N/A	\$250
Building(s)	Included	N/A	\$250
Contents	Included	N/A	\$250
Property in the Open	Included	N/A	\$250
Protection & Preservation	Included	N/A	N/A
Property - Actual Cash Value	N/A	N/A	N/A
Property - Limited Replacement Cost	N/A	N/A	N/A
Property - No Coverage	See Schedule	N/A	N/A
Property - Replacement Cost	See Schedule	N/A	\$0
Accounts Receivable	\$100,000	N/A	\$250
Consequential Damage	\$100,000	N/A	N/A

Coverage and Cost Summary City Of Swartz Creek

Effective 07-01-2022 to 07-01-2023

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
Contractor's Equipment	\$351,102	N/A	\$250
Debris Removal - the lesser of 25% of physical damage loss or	\$5,000,000	\$5,000,000	N/A
Demolition & Increased Costs of Construction Limit	\$100,000	N/A	N/A
Earth Movement	\$2,000,000	\$2,000,000	\$5,000
Electronic Data Processing Equip	\$100,000	N/A	\$250
Expediting Expense	\$100,000	N/A	N/A
Extra Expense	\$100,000	N/A	N/A
Fine Arts	\$100,000	N/A	\$250
Flood (Except for Members located in Flood Zone A, AO, AH, A1-A999, AE, or AR)	\$1,000,000	\$1,000,000	\$5,000
Fungal Pathogens	\$25,000	\$25,000	\$250
Loss of Income	\$100,000	N/A	N/A
Loss of Rents	\$100,000	N/A	N/A
Ornamental Trees, Shrubs, Plants or Lawn	\$5,000	\$10,000	\$250
Personal Effects & Property of Others	\$500	\$2,500	\$250
Radio Equipment	\$42,448	N/A	\$250
Valuable Papers	\$100,000	N/A	\$250
<u>Comprehensive Crime Coverage</u>			
Employee Dishonesty Blanket/Faithful Performance	\$100,000	N/A	N/A
Computer Fraud	\$100,000	N/A	N/A
Depositors Forgery	\$100,000	N/A	N/A
Funds Transfer Fraud	\$100,000	N/A	N/A
Impersonation Fraud	\$100,000	N/A	N/A
Money and Securities Inside	\$100,000	N/A	N/A
Money and Securities Outside	\$100,000	N/A	N/A
Money Orders and Counterfeit Paper	\$100,000	N/A	N/A
<u>Bonds</u>			
Bond #: A Treasurer / Finance Director	\$100,000	N/A	N/A
Bond #: B Treasurer / Finance Director, Manager, Clerk with respect to USDA Rural Development, LTGO Bond	\$129,774	N/A	N/A

Only one deductible applies to claims involving two or more property coverages.



Coverage and Cost Summary City Of Swartz Creek

Effective 07-01-2022 to 07-01-2023

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
-----------	--------------------	-----------------	---------------------------

The Michigan Municipal League Liability and Property Pool is pleased to offer all coverages and services described in this proposal for an annual premium of \$49,935.

Revised Cyber Coverage

TOWER 1 Limit	POLICY AGGREGATE LIMIT OF LIABILITY	\$100,000	For all Damages, Claims, Expenses, Penalties and PCI Fines, Expenses and Costs
	Information Security and Privacy Sublimit	\$100,000	each Claim and in the Aggregate
	Regulatory Defense and Penalties Aggregate Sublimit	\$20,000	each Claim and in the Aggregate
	Website Media and Content Liability Aggregate Sublimit	\$100,000	each Claim and in the Aggregate
	PCI Fines, Expenses and Costs Aggregate Sublimit	\$10,000	each Claim and in the Aggregate
	Cyber Extortion Aggregate Sublimit	\$25,000	each Claim and in the Aggregate
	First Party Data Protection Aggregate Sublimit	\$25,000	each Claim and in the Aggregate
	First Party Network Business Interruption Aggregate Sublimit	\$25,000	each Claim and in the Aggregate
	Note: The above Sublimits are part of, and not in addition to, the overall Policy Aggregate Limit of Liability		
Liability Retention Per Claim:			
TOWER 1 Retention	All other coverages Retention:	\$0	each Claim
	Cyber Extortion:	\$5,000	each Extortion Threat
	First Party Data Protection:	\$5,000	each Data Protection Loss
	First Party Network Business Interruption:	\$5,000	each Business Interruption Loss Waiting Period: 12 hours
Limits of Coverage - Privacy Breach Response Services			
TOWER 2 Limit	Legal Services/Computer Expert Services/Public Relations and Crisis Management Expenses Aggregate Sublimit:	\$50,000	per Incident and in the Aggregate
TOWER 1 Limit	Notified Individuals:	10,000	Notified Individuals in the Aggregate
	A sublimit of up to 10% of Notified Individuals residing outside the United States, which is part of and not in addition to the Notified Individuals Aggregate Limit of Coverage:		
Note: The Privacy Breach Response Services Limits of Coverage are separate from and in addition to the overall Policy Aggregate Limit of Liability			
Privacy Breach Response Services Threshold/Retention (Each Incident):			
TOWER 2 Retention	Legal Services/Computer Expert Services/Public Relations and Crisis Management Expenses Retention:	\$0	each Incident
TOWER 2 Threshold	Notification Services/Call Center Services/Breach Resolution and Mitigation Services Threshold:	0	each Incident

Your Team of Experts



Troy Feltman
Account Executive
(248) 204-8101



Michael J. Forster
Pool Administrator
(734) 669-6340



Katelyn Petracca
248-204-6160
(Le – Z)

Alpha Split:



Joan Opett
248-204-8579
(A – La)

Customer Service Representatives



Tracy Mattiello
Claims Manager
(248) 204-8094



Rod Pearson
Loss Control Manager
(248) 204-8036

Benefits of Pooling with the MML

- ✓ Proven long-term availability and stability
- ✓ Broad coverage document written specifically for Michigan municipalities
- ✓ Services tailored to unique needs of Michigan municipalities
- ✓ Member assets controlled by an elected Board of municipal officials
- ✓ Equitable rating based on Pool experience in Michigan
- ✓ Aggressive defense strategy – positive impact on case law
- ✓ Professional, dedicated, and experienced local management, oversight and service
- ✓ Decisions made and problems resolved by a group of your peers
- ✓ Investment income and underwriting surplus used to benefit members
- ✓ Lower expenses through tax-exempt and non-profit status
- ✓ Special loss avoidance training sessions including:
 - ✓ Safety aspects of emergency vehicle operations
 - ✓ Accident investigation for supervisors
 - ✓ Confined spaces training

The advantages of pooling can be summarized by:

Service + Control + Value

City of Swartz Creek Has . . .

- ✓ \$845,557 Annual Payroll
- ✓ \$13,232,017 of total values for real and personal property
- ✓ 13 Vehicles
- ✓ 1 Vehicles with agreed values totaling \$250,000
- ✓ \$86 Michigan Catastrophic Claims Assessment (MCCA) per vehicle (was \$100/vehicle for 2020) ↓

Increased Liability Limits

We cannot guarantee the adequacy of any limit of liability. Due to the following factors, it may be prudent to consider higher limits:

- ✓ Increased jury awards in your jurisdiction
- ✓ Increased litigation trends
- ✓ Protection of tax base against judgments in excess of your policy limits

If you are interested in increasing your liability limits, please contact your Account Executive.

Highlights of Coverages Provided

Who Is Insured?

The Pool member entity, elected and appointed officials, employees and authorized volunteers, and any person officially appointed to a Board or Commission

General Liability

In addition to standard liability coverages (bodily injury, property damage, products and completed operations) the Pool provides coverages that municipalities need on an **occurrence basis with no aggregate liability limits**:

- ✓ Liability resulting from mutual aid agreements
- ✓ Premises medical payments
- ✓ Host liquor liability
- ✓ Watercraft liability, owned less than 26' and non-owned less than 50'
- ✓ Special events **excluding** -
 - Fireworks (unless endorsed)
 - Liquor Liability
 - Mechanical Amusement Rides
- ✓ Fire legal liability for real property
- ✓ Ambulance and EMT malpractice

Fireworks Coverage Options: (Fireworks application must be completed before coverage is endorsed)

1. The MML Liability & Property Pool is primary (the Member is not added as an additional insured on a pyrotechnician's coverage):

Annual Aggregate Sublimit	Additional Premium
\$500,000	Yes
\$1,000,000	Yes

2. The MML Liability & Property Pool is excess (the Member is added as an additional insured on a pyrotechnician's coverage):

NO ADDITIONAL PREMIUM

- ✓ Athletic participation liability
- ✓ Employee benefit liability
- ✓ Cemetery operations coverage
- ✓ Marina Operators coverage available
- ✓ Up to \$10 million in liability limits available
- ✓ Pollution coverage for Hazardous Response Teams
- ✓ Cyber Liability and Data Breach Response Coverage – as described on MMLCYD (09/17)

General Liability Exclusions . . .

The following is a partial list of general liability coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Pollution (except for Hazmat operations).
- ✓ Nuclear energy / nuclear material hazards
- ✓ Expected or intended injury
- ✓ Breach of contract
- ✓ Failure of dams (unless endorsed)
- ✓ Backup of Sewers and Drains (**exception -- \$100,000 Annual Aggregate Sublimit for Sewer and Drain Liability**)
- ✓ Aircraft Liability – (Unless Endorsed -- Limited Coverage for Unmanned Aircraft—MML236)
- ✓ Contractual Liability
- ✓ Failure to supply utilities
- ✓ Electromagnetic radiation
- ✓ Medical malpractice for doctors and physicians
- ✓ Criminal activity--Intentional acts w/knowledge of wrongdoing

Cyber Liability and Data Breach Response Coverage

- ✓ Information Security and Privacy Liability
- ✓ Privacy Breach Response Services
- ✓ Regulatory Defense and Penalties
- ✓ Website Media Content Liability
- ✓ PCI Fines, Expenses and Costs
- ✓ Cyber Extortion
- ✓ First Party Data Protection
- ✓ First Party Business Interruption

Public Officials Liability Coverage

“Wrongful Acts”, including intentional acts, defined as any actual or alleged error, misstatement, act of omission, neglect or breach of duty including:

- ✓ Neglect of duty
- ✓ Zoning defense and land use litigation
- ✓ Malfeasance
- ✓ Violation of civil rights
- ✓ Discrimination
- ✓ Employment practices
- ✓ Misfeasance
- ✓ Cable TV broadcasting

Public Officials Liability Exclusions

The following is a partial list of public officials’ liability coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Pollution and Nuclear Energy
- ✓ Fraud, dishonesty, intentional and criminal acts
- ✓ Failure to purchase coverage or adequate coverage
- ✓ Return of governmental grants or subsidies
- ✓ Intentional acts with knowledge of wrongdoing
- ✓ Eminent domain / takings
- ✓ Illegal profit
- ✓ Labor union actions
- ✓ ERISA violations
- ✓ Backup of Sewers and Drains

Personal Injury & Advertising / Broadcasters Liability Coverage

- ✓ Mental anguish and stress
- ✓ Libel, slander or defamation of character; violation of an individual’s right of privacy
- ✓ Proactive services for non-monetary damage claims

Police Professional Liability Coverage

Police Professional Liability coverage is contained within the General Liability and Public Official Liability Coverage Parts

- ✓ Discrimination
- ✓ Violation of civil rights
- ✓ Jail operations
- ✓ False arrest, detention or imprisonment, or malicious prosecution
- ✓ Wrongful entry or eviction or other invasion of the right of private occupancy
- ✓ Assault or battery
- ✓ Improper service of suit
- ✓ Coverage assumes officers act with intent

Property Coverage

In addition to covering buildings, contents and personal property, the Pool provides:

- ✓ Blanket coverage -- All member-owned property insured (unless specifically excluded)
- ✓ Coverage based on ownership rather than on a "schedule on file" avoids coverage gaps due to errors or oversight
- ✓ Property of others in custody of the Member for which the Member has an obligation to provide coverage
- ✓ Boiler & Machinery coverage, including Boiler certification inspections
- ✓ Replacement Cost or Actual Cash Value available
- ✓ Fungal Pathogens (Mold) Limited Coverage
- ✓ Demolition/increased cost of construction
- ✓ No coinsurance
- ✓ Valuable papers
- ✓ Loss of Rents
- ✓ Property in the open
- ✓ Extra expense
- ✓ Expediting expense

Property Exclusions

The following is a partial list of property coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Nuclear reaction/ contamination
- ✓ War
- ✓ Cyber Risk
- ✓ Fungal Pathogens (Mold) excess of sub-limit
- ✓ Failure to supply utilities
- ✓ Transmission Lines and Poles
- ✓ Dishonest acts
- ✓ Acts of Terrorism excess of Pool's Aggregate Sublimit -- MMLC TR (9/1/10)
- ✓ Wear and tear
- ✓ Computer failures/ viruses

Only one deductible applies to claims involving two or more property coverages.

Comprehensive Crime Coverage

- ✓ Employee Dishonesty/ Faithful Performance of Duty coverage provided on a blanket basis
- ✓ Loss Inside the Premises
- ✓ Loss Outside the Premises
- ✓ Money Orders/ Counterfeit Currency
- ✓ Depositors Forgery
- ✓ Position Fidelity Bonds
- ✓ Computer Fraud
- ✓ Funds Transfer Fraud

Automobile Coverage Highlights

What Is Covered?

Coverage is afforded while operating land motor vehicles, trailers or semi-trailers designed for travel on public roads.

Auto Coverages Provided

- ✓ Michigan No-Fault Coverage, includes mini-tort coverage for no extra charge
- ✓ Excess protection for use of personal automobile for municipal business
- ✓ Uninsured motorist for municipally owned vehicles
- ✓ Underinsured motorists
- ✓ Non-owned and hired auto
- ✓ Comprehensive - actual cash value basis
- ✓ Collision - actual cash value basis
- ✓ Volunteer firefighter auto accident liability coverage
- ✓ Agreed value coverage for emergency vehicles is available
- ✓ Fire or Rescue Vehicle Rental Reimbursement Coverage

Pool Risk Management Services

- ✓ Review and service of all municipal insurance matters
- ✓ Public entity experts address various liability issues
- ✓ Aggressive, member-oriented defense strategy
- ✓ Former police officials address law enforcement risks
- ✓ Physical inspection by municipal loss control consultants
- ✓ Law enforcement risk control programs (LEAF and LERC)
- ✓ Property appraisal services available

Online Services

www.mml.org (click on the *Insurance* button) – offers Pool members an outstanding resource for municipal risk management information and self-help tools in one attractive, simple-to-navigate location. File a claim on line. Download your renewal application. Request a loss control service visit. E-mail us a question. Other services available online:

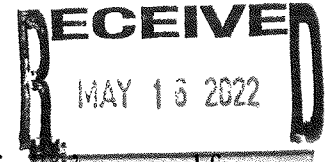
- ✓ Online Forms (including Sewer Backup Sample Documents)
- ✓ Risk Resources:
 - ✓ Risk Control Solutions
 - ✓ Safety & Health Manual
 - ✓ Risk Management is Good Management Program
 - ✓ Law Enforcement Newsletters
 - ✓ Access to Safetysurance website -- <http://www.safetysurance.com/>
- ✓ MML Pool Audited Financial Statements
- ✓ Intergovernmental Contract
- ✓ Board of Directors, Pool Administrator and Staff Profiles and Contact Information

Membership Responsibilities

Membership in the Michigan Municipal League Liability and Property Pool provides numerous benefits. Likewise, individual members have certain responsibilities to the other members, which are detailed in the Intergovernmental Contract. The following is a summary of the membership responsibilities. Please refer to the Intergovernmental Contract, Articles 5 and 6, for more information.

- ✓ If a Member intends to leave the Pool, the Member must send a written notice to the Pool at least 60 days prior to its next renewal date.
- ✓ A Member must pay its premium when due. The Pool must give each member 20 days written notice of intent to terminate membership for nonpayment of premium. Payment of premium before the 20 days notice is effective will entitle the Member to reinstatement.
- ✓ Members must maintain membership or associate membership status in the Michigan Municipal League.
- ✓ A Member will allow attorneys employed by the Pool to represent the Member in defense of any claim made against the Member within the scope of coverage provided by the Pool. A Member will cooperate with the assigned attorneys, claims adjusters, service company or other agents of the Pool relating to the defense of claims for which the Pool is providing coverage.
- ✓ A Member will follow loss reduction and prevention measures established by the Pool.
- ✓ A Member will report to the Pool as promptly as possible all incidents that the Member reasonably believes may result in a claim against the Member.

**STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE ELECTRIC CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-21224**



- Consumers Energy Company requests Michigan Public Service Commission's approval for authority to increase its rates for the generation and distribution of electricity and for other relief.
- 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/mpscedockets.
- A pre-hearing will be held:

DATE/TIME: Thursday, May 26, 2022 at 9:00 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 mpscedockets@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) April 28, 2022 application requesting the Commission to: 1) authorize Consumers Energy to adjust its retail electric rates to provide additional revenue of \$272 million annually above levels established in Case No. U-20963 based on a projected 12-month test year ending December 31, 2023; 2) authorize Consumers Energy to adjust its existing retail electric rates to produce a rate of return on common equity of not less than 10.25%; 3) approve the proposed Demand Response and Distribution Deferral surcharges; 4) approve Consumers Energy's pilot proposals, including the Demand Response-related pilot and the adjustments to the Electric Vehicle pilots; 5) approve modifications to the rates, rules, and regulations as proposed; 6) approve Consumers Energy's accounting requests and use of regulatory assets or regulatory liabilities, as needed, related to (a) the continued deferral of certain distribution capital spending until actual amounts are included in rates, (b) the deferred Service Restoration cost proposal, (c) regulatory asset treatment for the recovery of Campbell Units 1, 2, and 3 retention costs, and (d) amortization of the Karn Units 1 and 2 decommissioning costs through 2031 and the Karn Units 1 and 2 and the Classic 7 ash disposal costs through 2029; and 7) grant Consumers Energy other and further relief.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: michigan.gov/mpscedockets. 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: mpscedockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: mpscedockets@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 19, 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-21224**. 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.; and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.

CONSUMERS ENERGY COMPANY HAS REQUESTED THE INCREASES AND OTHER PROPOSALS DESCRIBED IN THIS NOTICE. THE MICHIGAN PUBLIC SERVICE COMMISSION MAY GRANT OR DENY THE REQUESTED INCREASES AND OTHER PROPOSALS, IN WHOLE OR IN PART, AND MAY GRANT LESSER OR GREATER INCREASES THAN THOSE REQUESTED, AND MAY AUTHORIZE A LESSER OR GREATER RATE FOR ANY CLASS OF SERVICE THAN THAT REQUESTED.

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