

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday, September 26, 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 August 22, 2022 MOTION Pg. 25
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. 49
 - 6C. Road Salt Cooperation Price Letter Pg. 58
 - 6D. Miller Road Traffic Study Proposal Pg. 59
 - 6E. Snow & Ice Clearing Bids Pg. 63
 - 6F. Road Maintenance Crack Sealant Quote Pg. 70
 - 6G. Fire Breathing Apparatus Quote Pg. 71
7. **MEETING OPENED TO THE PUBLIC:**
 - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
 - 8A. Road Salt Award RESO Pg. 19
 - 8B. Miller Road Traffic Study RESO Pg. 20
 - 8C. Appointments RESO Pg. 21
 - 8D. Snow & Ice Clearing Bids RESO Pg. 21
 - 8E. Road Maintenance Crack Sealant Quote RESO Pg. 22
 - 8F. Fire Breathing Apparatus Quote RESO Pg. 23
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION Pg. 24

Next Month Calendar

Metro Police Board:	Wednesday, September 28, 2022, 10:00 a.m., Metro HQ
Planning Commission:	Tuesday, October 4, 2022, 7:00 p.m., PDBMB
City Council	Monday, October 10, 2022, 7:00 p.m., PDBMB
Downtown Development Authority:	Thursday, October 13, 2022, 6:00 p.m., PDBMB
Fire Board:	Monday, October 16, 2022, 6:00 p.m., Public Safety Building
Park Board:	Tuesday, October 18, 2022 5:30 p.m. PDBMB
Zoning Board of Appeals:	Wednesday, October 19, 2022, 6:00 p.m., PDBMB
City Council:	Monday, October 24, 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, SEPTEMBER 26, 2022, 7:00 P.M.**

The regular virtual meeting of the City of Swartz Creek city council is scheduled for **September 26, 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:

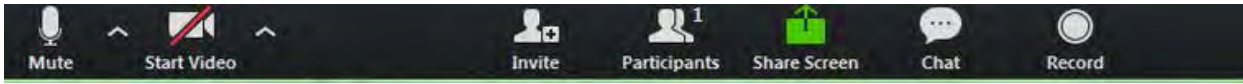
1. At the start time of your meeting, enter the link to join via computer. You may be instructed to download the Zoom application.
2. You have an opportunity to test your audio at this point by clicking on “Test Computer Audio.” Once you are satisfied that your audio works, click on “Join audio by computer.”

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: September 26, 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, September 26, 2022 - 6:00 P.M.

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

FROM: Adam Zettel, City Manager

DATE: September 21, 2022

ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

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

We only have one pending tax appeal for 2022, and that is O'Reilly's. Our assessor believes we may be able to cooperate with Frankenmuth City on an appraisal and strategy. Frankenmuth uses the same assessor and legal counsel as the city.

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

✓ **2020-2023 TRAFFIC IMPROVEMENT PROGRAM (TIP)** *(Business Item)*

The Morrish Road project is fully open to traffic and substantially complete. There is a bit more work on the mid-block crossing. This project should be behind us very shortly.

I am working with the Metropolitan Planning Organization (MPO) to learn what our next steps are for getting and spending the federal funds to resurface Miller Road. I am told to expect an agreement in October, which might make funds available for 2023. The federal award for this project is \$1,054,959 for the \$1.33M project. At 90%, this will be \$949,463 of less restricted road money. If we use these funds to locally bid the project, as we have recently done with Seymour, I expect we can get the project done for under \$949,463.

What is even better, is that the funds that remain, if any, can be spent to expand the project scope as we see fit. This might include some striping or lane change configurations downtown if the city wishes to explore on-street parking on Miller from Morrish to Hayes.

With that said, I solicited a proposal from OHM to model some options for this segment and see what we might be able to do with on street parking. They are proposing a not to exceed cost of \$5,000 to explore an on street parking concept, with traffic modelling. If we have any interest at all in providing on street parking, this is a must-do study. I recommend we proceed now so we can stay on track for a potential 2023 project.

✓ **STREET PROJECT UPDATES** *(Update)*

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

All street work for 2022 is substantially complete. Road paint has been completed on Bristol, Seymour, and Hill. However, there are still some missing stop bars and specialty markings (approved at the September 12 meeting). Note that Seymour now has a double yellow line centered on the street, with edge lines included to provide for

shoulders on both sides. The lane width is at 10.5'. This should result in traffic calming and provide a safer space for bikers.

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. The lining is nearly complete. However, we have experienced some issues. Due to traffic and business interruption concerns, we have approved some 2nd shift work. Though this lasted only a day or two, we did have some complaints. I have responded to those folks that had issues. In addition, we may need to bypass some sections of pipe this year because it appears the manhole access has been paved over at some point. We will need to uncover these manholes and conduct repairs to the surface area.

✓ **WATER MAIN REPLACEMENT - USDA** *(No Change of Status)*

Phase I of the USDA water main work is substantially complete. We have only a few punch list items left to cover, and we are prepared to issue final payment.

The USDA application is complete. We are looking at about \$270,000 in annual loan installments to pay for phase II. No grant funds were included this round. We are working with our financial advisor and bond counsel to formalize a package for the council to review (this will include future street work as well).

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

Greenleaf
Winshall
Durwood
Norbury

Whitney
Seymour (partial section only)

If we can bid in late 2022 or early 2023, then 2023 and 2024 could see the total completion of all Village water main and streets.

✓ **WATER SYSTEM MISCELLANEOUS** *(No Change of Status)*

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.

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

The city council approved the purchase of omni antennas for real-time reading of the city's utility customers. I am continuing with securing a lease on the tower at 4355 Elms Road, which should not include any lease fees. I will keep the council informed on the timeline for product availability, installation, and use. See the report from August 11, 2022 for details on this program.

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

We have submitted a response to EGLE that we believe is reasonable. This should address all aspects of the notice that required a response. Note that the city has funded training, policy development, public education, testing, and reporting. The one item that may continue to be a problem is the construction composition and location of the city's salt barn. See the report from August 11, 2022 for details. We will obviously keep the council informed on the status of the notice of violation and our efforts to improve water quality.

✓ **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 summer newsletter is out. Let me know what you think.

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

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

1. **The Genesee Valley Trail Extension construction is underway and almost done!** We also had a loop installed in Elms Park with left over millings. We may have budget to expand this or add one at Abrams. As of writing the SRTS project appears to be a 2023 project. Concerning the greenbelt, we are proceeding with applying grass anywhere where there is 18" or more of space.
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 **crews are mobilizing to demolish 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 denies the community a contributing historic structure, I do not see a viable and predictable way to reuse the site.
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. **Street repair in 2022** is nearly complete. The last item for Morrish Road will be the completion of the traffic refuge island. The other streets require striping.
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.

✓ **TAP/DNR TRAIL (Update)**

The Genesee Valley Trail Extension construction is underway. GM has wired money to cover the added costs of their reconfiguration and mobilization of the contractor. There has been an obvious delay in construction finalization while GM worked with us and the contractor to modify their driveway (at the expense of GM). At this point, we seek a date to mobilize to finish this work, along with final restoration.

Concerning the greenbelt, we are proceeding with applying grass anywhere where there is 18" or more of space. Note that some features will be billed separate from the main contract, but they are required to meet grantor standards (such as the inclusion of benches and signage).

There has been a recent issue with some technical requirements for the trail at the rail crossing. Some adjustments may be made. At this point, the city will not be responsible for these costs, as the non-compliance was caused by other parties. I do not expect this issue to result in additional delays.

In other news, there is some interest from the community to conduct a ribbon cutting event for this expansion. There is a tentative event planned for May, which will focus on Elms Park, include a trail walk/ride to the Flint Township Veterans Memorial and back, and keynote speakers. It would be good to involve our officials and local businesses in a public event.

✓ **SAFE ROUTES TO SCHOOL (Update)**

OHM is preparing all documents for final obligation of funds. This should enable us to bid this winter and complete the project in 2023.

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. Note that inflation is going to be a big concern with this project, since funds are capped and the scope of work is fixed. It is highly unlikely that the original budget is going to be adequate.

As of writing, we are still having issues with the Kincaid easement, as verbalized at the last meeting. Our attorney has a solution, but it may take a dozen hours of legal services and about three months of procedural time to complete.

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

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! There was also an idea presented at the DDA to crowdfund a dragon statue for downtown. Thoughts?

A link to this program is [here](#).

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. As of mid-August, background checks have been completed.

✓ **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.

✓ **CDBG** (*Update*)

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. However, though funds will be available in 2023 for the sidewalks, this will not be until late fall. As such, this project is slated for 2024.

✓ **GIS MAPS** (*Update*)

ROWE has completed as much as they can for the GIS mapping and field data for storm basins, hydrants, valves, pipes (water, sewer, and storm). We are looking to set a specific day for training so that we can finish our asset mapping and cataloguing in-house. We should be live with the system this fall as we winterize hydrants. With any luck, we should be operating a current and effective GIS system in 2023.

✓ **DISC GOLF** (*Update*)

We met onsite with the disc golf folks and Glaeser Dawes. We are arranging the final restoration, which should leave us with a usable parking area, grass restoration, and a disc golf course. The disc golf group (Shattered Chains) will continue to work on establishing their course, launch pads, and baskets. As far as I know, all equipment is available.

I am curious to see if the slopes on the sledding hill will actually work for sledding...

Note that this site is the focus of the city grant writer and our efforts to secure funding at a large scale to construct the pavilion/bathrooms.

✓ **RACEWAY** (*No Change of Status*)

I met with ownership a few months back. 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** (*Update*)

I met with the grant writer again on September 19th. In addition to pursuing a 2023 federal legislative appropriation for this project, she will be seeking a Spark grant from the DNR (ARPA funds that will be available for application this October). To that end, we are having a concept plan put together by Rowe, along with pricing.

I have a meeting with the Farmer family on September 23rd. They are still very much on board with supporting this and raising funds. Previous notes follow.

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 expect this to be much higher now. Site improvements will cost even more.

As noted previously, this project also appears to be eligible for a crowd funding match for a public place enhancement. This is a big deal and can provide up to \$50,000 towards the Otterburn pavilion! This is another wonderful RRC perk.

A link to this program is [here](#).

✓ **FIRE DEPARTMENT AGREEMENT** *(Update)*

The fire department agreement has been approved by the city. Clayton has yet to approve it, but the supervisor believes it will be approved in the same form. That will take effect on November 1, 2022.

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

I am seeking a quote and statement of work from OHM to take a look at this issue once the school traffic patterns are settled in and can be reviewed. The previous report follows.

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 to 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.

✓ **ECONOMIC DEVELOPMENT PARTNERSHIP** *(No Change of Status)*

One of the areas that I consider a weak spot in our community service offerings is in business attraction and the telling of our story. This includes putting forth a positive community brand that promotes our successes in recreation, downtown, and infrastructure. It also includes marketing of our events, business opportunities, and general economic development offerings.

Our partner in police, building services, and DPW services (Mundy Township) indicates that they are experiencing the same deficiency. This has sparked some conversation with Mundy about the possibility of cooperating to develop a strategy for providing professional economic development services. Initial conversations have uncovered some common ground about the need to operate our TIF districts (DDA and Corridor Improvement Authorities), as well as to provide the services noted above.

At this time, it appears Mundy may proceed with the hiring of a professional staff member or consultant to address this concern. If it is not disagreeable, I think we should entertain the possibility of another joint department or service that allows both entities to benefit from the economies of scale.

✓ **CIVIC PARKING LOT SCOPE CHANGE** *(Update)*

The city council has approved a bid by Ace Saginaw Paving Company to resurface the civic parking lot. In addition, the council has approved a work scope change to double the thickness. At this time, we are seeking some prices to do some necessary concrete work prior to paving. This includes some areas of broken curbing of the landscape islands, as well as failing sidewalk. We are having some difficulty getting contractor interest. As such, we must admit a possibility that this does not happen this season.

Note that we intend to remove the elevated concrete sidewalk that is in the middle of the parking lot. This will be replaced with asphalt, at grade, which we will mark for pedestrian use. This should improve accessibility, maintenance, and affordability. The senior center desires this as well, so they can locate ADA spaces to the center.

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

✓ **MONTHLY REPORTS** *(Update)*

We have routine departmental reports for review.

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

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

A site plan to convert the Kroger site to a condominium was approved at a special meeting on August 25th. The September meeting was cancelled due to a lack of business. Note that we now have two vacancies on this commission and are in need of long-term, dedicated members. The next regular meeting is scheduled for October 4th.

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

The DDA met on September 8th. The primary reason for meeting was to review the draft DDA plan. This is covered in a separate section of the packet. In short, they recommend proceeding with a public hearing. The next meeting is scheduled for October 13th.

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

The ZBA has not been active since March, which included their annual meeting and training. I am hopeful that we can find another training event to tackle during the fall or winter months. I do not like having such a long stretch between meetings, but there simply is not the business to call them together.

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

The Park Board met on September 20th. In addition to the routine reports, they conducted a thorough review of the park rules and an initial review of the park reservation forms. The goal is to make expectations for park use very clear to users and very enforceable to the police/park staff. The ultimate goal is to lessen the impact of users at Elms Park. Use in the past couple years has been very high, with large groups (churches, companies, families, etc.). This has led to undesirably higher prevalence of trash, alcohol consumption, illegal parking, and damage. The board hopes enforceable and clear guidelines, with higher fees/deposits will help. I expect them to have a draft done by October, perhaps November for final review.

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

The Board of Review met on July 19th at 3:00 p.m. The meeting was only for correction of qualified agricultural exemption, taxable value uncapping, the qualified start-up business exemption, the disabled veteran's exemption, and the poverty exemption. The board reviewed 4 petitions.

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

The county has submitted our proof ballots to the printer. As soon as we receive the ballots, we can start our testing. We hope to have the testing done and ballots mailed by the end of September.

DEPARTMENT OF COMMUNITY SERVICES UPDATE *(Update)*

- ❑ We have reached out to several vendors to perform over band crack sealing. We only received one call back with a schedule that allows them to complete the crack sealing of Elms Rd. We do believe Elms Rd. is a high priority to get completed prior to winter.
- ❑ The new hot patcher is being delivered Friday September 23, 2022
- ❑ New set of forks are being delivered for the new backhoe.
- ❑ New pickup truck is fully upfitted less the snowplow. We are in the schedule at Knapheide for plow installation.

✓ **TREASURER UPDATE** *(Update)*

Water/Sewer bills are being prepared for mailing. Plante Moran audit staff are finishing up their audit requests. Routine operations include, but are not limited to, processing payments for tax 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

✓ **APPOINTMENTS** (*Business Item*)

We still have a number of vacancies to fill, so I am leaving this resolution in the packet until we can get them taken care of. In addition, we have another vacancy on the planning commission and downtown development authority. These vacancies have come about because of the resignation of Mr. Jason Keene, who needed more time for family and professional endeavors. Lastly, Ms. Lynch has tentatively resigned from the Park Board. I am checking to see if the new date is helpful to her issues. She is a very attentive and dedicated member of the park board.

✓ **ROAD SALT COOPERATIVE PRICING** (*Business Item*)

Genesee County, with whom we have a cooperative purchasing agreement, has negotiated another contract with the Detroit Salt Company for the procurement of road salt for the next season. The price will increase from the current price of \$62.66 per ton to \$69.90 per ton. This is an increase of about 12%, which is the highest we have seen in the better part of a decade. Inflation has hit this commodity hard because fuel is such a large part of the extraction and delivery processes. For those that recall the winter we had five years ago, non-contract communities saw temporary prices around \$100/ton.

The reason we choose to piggy-back with the county is because of their purchasing power. The cooperative bid includes nine different entities that use approximately 100,000 tons of salt each year collectively. Our city uses about 1,100 tons a year, and there is no practical way we could bid or negotiate such a deal on our own. A resolution is included that enables this purchase as a cooperative purchase.

✓ **SNOW AND ICE REMOVAL BIDS** (*Business Item*)

The contract that was executed in the fall of in 2019 for snow removal services has expired. We bid the service, both for parking areas and sidewalks. The bids are attached.

Ace Outdoor is the current contractor and is the low bid for parking and the second lowest bid for sidewalks. They are proposing \$674 per 'push' for the parking areas. This is an increase from \$560 in 2019. This is a substantial increase, but given three years of inflation, especially this year, we believe the Ace bid is reasonable. The other bid was from T's Lawncare and Snow Removal in the amount of \$925.

T's Lawncare and Snow Removal bid \$100 for a sidewalk clearing, compared to \$275 per clearing from Ace. However, we intend to perform most of the sidewalk maintenance ourselves, using the contract only as-needed. Under those circumstances, we recommend we go with the low parking lot bidder, Ace Outdoor. The company is insured and appropriately staffed. A resolution is attached to approve the contract.

✓ **ROAD OVERBAND CRACK SEALANT BIDS** (*Business Item*)

We intend to continue with preventative maintenance for streets that can benefit from it. Elms Road and Bristol (Miller to Elms) stand to benefit the most, given the condition of the

streets and the timeline for rehabilitation. Both these streets have long timelines for rehabilitation, while Miller, Woods, and Village streets do not.

We have solicited quotes and availability from numerous firms, as well as the county road commission, for over a month. I have personally reached out to numerous entities. So far, we only have one response. It really is mind boggling how many companies indicate that they have no availability or simply ignore calls and online requests.

With time running short, we ask the council to consider approving this unit cost for work on Elms. Again, depending on the quantity required for other areas, we would like to add Bristol, parkin areas (excluding city hall), and other streets. This is a budgeted item. As preventative maintenance, it is arguably more crucial in its application and timing than reconstruction, though clearly quite less expensive per lane mile. We hope to keep our street asset management program that way! A resolution is included to approve the quote.

✓ **FIRE BREATHING APPARATUS PURCHASE (*Business Item*)**

For some time now, Chief Plumb has been indicating that the department will be replacing its Self Contained Breathing Apparatus (SCBA) Air-Paks. This has been a planned and budgeted expense by both Swartz Creek and Clayton.

For the past couple months, the department has been testing, reviewing, and rating equipment from various providers. They ultimately decided to seek pricing from Municipal Emergency Services for the Air-Pak X3 Pro SCBA. Pricing is in at \$255,371. Our share is half (\$127,685.50). The chief has sent along more details, which are included in the packet.

This is a necessary part of the fire service, and I believe the department has planned for and vetted this well. I recommend approval. Funds will come from the Fire Equipment Fund 402.

Council Questions, Inquiries, Requests, Comments, and Notes

Ember Arrestor: A resident has an issue with his neighbor's fire pit creating smoke and embers. Open recreational fires are allowed in the city. He recommends that the city be more restrictive on recreational fires by requiring an ember arrestor, which will also limit fire sizes.

DNR Forestry Grant: We are seeking about \$10,000 in grant funds to help kickstart forestry plantings at Abrams Park.

8002 Miller Financial Result: The sale of the property exceeded inputs by \$642.72, which was sent to the county this week.

Events: Jeepers Creekers events are scheduled for October 8th. The car show group may apply to use Holland Square for an end-of-month Halloween car show and trunk or treat.

**City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday, September 26, 2022, 7:00 P.M.**

Motion No. 220926-4A **MINUTES – SEPTEMBER 12, 2022**

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, September 12, 2022, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 220926-5A **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 September 26, 2022, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 220926-6A **CITY MANAGER’S REPORT**

Motion by Councilmember: _____

I Move the Swartz Creek City Council accept the City Manager’s Report of September 26, 2022, including reports and communications, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 220926-8A **RESOLUTION TO PURCHASE ROAD SALT**

Motion by Councilmember: _____

WHEREAS, the city finds it necessary to control ice and snow accumulation on public streets and parking areas with the application of road salt during winter months; and

WHEREAS, this process requires approximately 1,100 tons of rock salt during a winter season; and

WHEREAS, the City’s Purchasing Ordinance, Chapter 2, Article VI, Section 2-406 provides for and encourages cooperative government purchasing practices; and

WHEREAS, the Genesee County Road Commission has previously bid and/or negotiated the purchase of rock salt for application to public right-of-ways during those relentless and invasive Michigan winters; and

WHEREAS, the GCRC negotiated a salt price for the coming winter, with year over year increase, with Detroit Salt Company of 12841 Sanders St., Detroit, at a unit cost of \$69.90 per ton, and a cooperative purchasing invitation has been extended to the City from the Genesee County Road Commission on April 5, 2022; and

WHEREAS, the City finds the per-ton cost of \$69.90 to be extremely competitive.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek City Council accepts the Genesee County Road Commission’s cooperative purchasing agreement and appropriate an amount not to exceed \$76,890, plus 10% contingency, for the purchase of rock salt from the Detroit Salt Company, expenses to be distributed proportionate to use at the direction of the City’s Treasurer.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 220926-8B

RESOLUTION TO APPROVE A PROFESSIONAL SERVICE AGREEMENT TO STUDY THE POTENTIAL FOR PARKING ON MILLER ROAD, FROM MORRISH TO HAYES

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek owns, operates, and maintains a network of streets; and

WHEREAS, Miller Road is due to receive funding to resurface the segment between Morrish and N. Seymour between 2023 and 2025; and

WHEREAS, the City, with its partner DDA, desires to calm traffic and add parking in the downtown area to make the area more walkable; and

WHEREAS, on street parking on select blocks of Miller Road may be an option to safely reduce traffic speeds and noise, while increasing business parking.

NOW, THERFORE, the City of Swartz Creek City Council hereby approves the proposal for engineering services agreement dated September 13, 2022 to model, analyze, and provide traffic options for Miller Road, Morrish to Hayes, as it relates to on street parking.

Second by Councilmember: _____

Voting For: _____
Voting Against: _____

Resolution No. 220926-8C RESOLUTION TO APPROVE COMMISSION APPOINTMENTS

Motion by Councilmember: _____

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

WHEREAS, there exist a vacancies in such positions; and

WHEREAS, said appointments are a Mayoral appointments, subject to affirmation of the City Council.

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

#220926-8C1 MAYOR APPOINTMENT: **Mark Branoff
Planning Commission
Remainder of Three year term, expiring June 30, 2024**

**#220926-8C2 MAYOR APPOINTMENT: _____
Planning Commission
Three year term, expiring June 30, 2025**

**#220926-8C3 MAYOR APPOINTMENT: _____
Genesee County Metropolitan Alliance
Remainder of two year term, expiring November 22, 2022**

#220926-8C4 MAYOR APPOINTMENT: **Krystle Lynch
Park Board
Three year term, expiring June 30, 2025**

**#220926-8C5 MAYOR APPOINTMENT: _____
Downtown Development Authority
Remainder of four year term, expiring March 31, 2026**

Second by Councilmember: _____

Voting For: _____
Voting Against: _____

Resolution No. 220926-8D A RESOLUTION TO APPROVE BIDS FOR SNOW AND ICE REMOVAL FROM CITY PARKING AREAS AND SIDEWALKS

WHEREAS, the City of Swartz Creek sought sealed bids for the removal of snow and ice from city-owned properties, with an emphasis on parking areas, for services to be provided through April 2025; and

WHEREAS, Ace Outdoor Services was found to be the responsible low bidder out of two submitted bids.

NOW, THEREFORE, BE IT RESOLVED, the City of Swartz Creek accept the low bid of \$674.00 per “push”, for snow removal as per the specifications set forth in the bid package, and award the work to Ace Outdoor Services, LLC of Grand Blanc, Michigan, for a period ending April 30, 2025, with the stipulation that Ace Outdoor Services, LLC enter into a contractor’s agreement with the City.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Voting For: _____

Voting Against: _____

Resolution No. 220926-8E RESOLUTION TO APPROVE CRACK SEALING BIDS FOR CITY STREETS

Motion by Councilmember: _____

WHEREAS, the city’s streets are in need of surface treatments as part of the recognized need to apply proper asset management practices to infrastructure assets; and

WHEREAS, one of the fundamental and affordable forms of surface treatment is overband crack sealing, which is generally applied to those street segments that are not in need of more intensive forms of rehabilitation; and

WHEREAS, the city has been seeking unit cost quotes from multiple vendors for the past months and has received its first response in the last week to apply such treatment to Elms Road; and

WHEREAS, there is much time remaining in this construction season for the application of the emulsification; and

WHEREAS, Ordinance 2-402(a)(2) allows for approval of works and services without sealed bids if the council finds that, “Due to circumstances beyond the control of the city, the market for such product, material or service is not competitive even though such product, material or service is normally competitive in nature”; and.

WHEREAS, Asphalt Management Inc., submitted a price of \$0.75 per linear foot for the application of crack filler (\$0.70 for projects over 40,000 linear feet).

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek hereby approves the quote for preventative maintenance services from Asphalt Management Inc as a unit cost proposal, said services to be performed on Elms Road, as well as Bristol (Miller to Elms) and other streets, within the confines of the established maintenance budgets.

BE IT FURTHER RESOLVED the City of Swartz Creek directs the City Manager to execute a standard contractor agreement with the bidder and further directs the Treasurer to appropriate funds from the general fund, local street fund, and major street fund as appropriate.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 220926-8F

RESOLUTION TO APPORTION FUNDS FOR THE PURCHASE OF FIRE BREATHING APPARATUS BY THE SWARTZ CREEK AREA FIRE DEPARTMENT

Motion by Councilmember: _____

WHEREAS, the city operates a joint fire department with Clayton Township and such department has a board that functions in accordance with the terms and conditions set the interlocal agreement as approved pursuant to the Urban Cooperation Act of 1967, MCL 124.501 et al; and

WHEREAS, the board has analyzed the need for replacement of their air packs in consultation with Clayton Township and the City of Swartz Creek; and

WHEREAS, the department tested, rated, and quoted equipment to replace their existing air packs from Municipal Emergency Services for the price of \$255,371, with a city share of \$127,685.50; and

WHEREAS, the equipment need has been planned for and budgeted by both participating municipalities; and

WHEREAS, the city has been presented with the equipment needs of the fire department and concurs with the findings and recommendation of the fire board.

NOW, THEREFORE, BE IT RESOLOVED the City of Swartz Creek, conditioned upon equal participation of the Clayton Township Board, hereby approves payment to the Swartz Creek Area Fire Department in the amount of \$127,685.50 towards the purchase of SCBA gear as quoted by MES on September 13, 2022.

BE IT FURTHER RESOLVED, the payment for the apparatus shall be appropriated from the Fire Equipment Fund 402 upon invoice from the SCAFD.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 220926-11A

ADJOURN

Motion by Councilmember: _____

I Move the Swartz Creek City Council adjourn the regular council meeting of September 26, 2022.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE REGULAR COUNCIL MEETING
DATE 09/12/2022**

The meeting was called to order at 7:00 p.m. by Mayor Krueger in the Swartz Creek City Council Chambers, 8083 Civic Drive.

Invocation and Pledge of Allegiance.

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

Councilmembers Absent: None.

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

Others Present: Lania Rocha, Aaron Gardner, Rebecca Bosas, M. McLanahan .

Others Virtually Attended:

APPROVAL OF MINUTES

Resolution No. 220912-01

(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 August 22, 2022, to be circulated and placed on file.

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

APPROVAL OF AGENDA

Resolution No. 220912-02

(Carried)

Motion by Councilmember Henry
Second by Mayor Pro Tem Hicks

I Move the Swartz Creek City Council approve the Agenda as, amended for the Regular Council Meeting of September 12, 2022, to be circulated and placed on file.

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

CITY MANAGER’S REPORT

Resolution No. 220912-03

(Carried)

Motion by Councilmember Cramer
Second by Councilmember Gilbert

I Move the Swartz Creek City Council accept the City Manager’s Report of September 12, 2022, including reports and communications to be circulated and placed on file.

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

MEETING OPENED TO THE PUBLIC:

Aaron Gardner Republican State Senator candidate thanked Swartz creek for the voter turnout in his favor at the August election.

M. McLanahan 5070 McLain Street wanted the council to know there was an accident at Ingalls/McLain and voiced her concerns as before about the speeding and would like something done.

COUNCIL BUSINESS:

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

Resolution No. 220912-04

(Carried)

Motion by Mayor Pro Tem Hicks
Second by Councilmember Henry

I Move the City of Swartz Creek approve an agreement with Legacy Assessing Services, Inc., of Fenton, Michigan, agreement as follows:

AGREEMENT FOR PROFESSIONAL ASSESSOR SERVICES

This Agreement (“Agreement”), made and entered into this ____ day of September, 2022 by and between the **City of Swartz Creek**, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek Michigan 48473 (“City”) and, **Legacy Assessing Services, Inc.**, 110 Mill St, P.O. Box 489, Fenton Michigan 48430 (“Legacy”).

WHEREAS, the City desires to retain Legacy Assessing Services, Inc., as an independent contractor, to perform the duties as its certified assessor; and

WHEREAS, Legacy Assessing Services, Inc. has qualified personnel with the proper State CMAE certification to act in that capacity for and on behalf of the City; and

WHEREAS, the parties wish, by this Agreement, to define their respective rights and responsibilities during the term of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto, acting by and through their duly authorized representatives, **HEREBY AGREE AS FOLLOWS:**

SECTION I: BASIC SERVICES OF LEGACY

Legacy Assessing Services, Inc. shall perform the following service for and on behalf of the City.

1.1 General Duties:

Legacy Assessing Services, Inc. shall be required to perform all duties of an assessor pursuant to City Charter, Michigan statutory and case law, Michigan State Tax Commission rules, regulations and policies, and all other rules and guidelines established for the proper performance of said position, as same may from time to time be amended, while this Agreement is in effect, and shall conduct and perform same in accordance with all applicable standards of professional conduct required of such Assessors. If material changes in the laws, statutes, rules, guidelines or City Charter during the term of this Agreement result in a substantial additional work burden on Legacy Assessing Services, Inc., Legacy Assessing Services, Inc. and the City agree to enter into good faith negotiations regarding possible amendments to this Agreement. For purposes of this paragraph, the term "substantial additional work burden" shall be determined to exist by mutual agreement of Legacy Assessing Services, Inc. and the City. If they cannot agree as to whether a substantial additional work burden has been imposed upon Legacy Assessing Services, Inc., Legacy Assessing Services, Inc. and the City shall select a mutually agreeable mediator/arbitrator who shall facilitate the negotiations to assist the parties in reaching such a determination, and if an impasse is reached in such negotiations, shall make said determination. The determination of the mediator/arbitrator shall be final, however, said mediator/arbitrator shall not have authority to establish the amount of additional compensation, if any.

1.2 Office Hours/Availability:

During the term hereof, Legacy Assessing Services, Inc. shall provide virtual and in-person services as follows:

A. Legacy Assessing Services, Inc. shall provide its own technology sufficient to provide virtual services by proxy, including the ability to access email, make/receive phone calls, and access the city's server/work desktop programs/databases via city supplied remote access. Legacy Assessing Services, Inc., shall devote at least one workday each week to the provision of city services via remote access or in-office appointments/efforts. The parties shall specifically agree upon a regular schedule for the maintenance of such virtual and in-person office hours. In the event Legacy Assessing Services, Inc. is unable to fulfill virtual office hours on the appointed days/times, it shall notify the City of the fact as soon as is reasonably practicable and an alternative schedule shall be substituted.

B. Legacy Assessing Services, Inc. shall provide in-person staff for all Board of Review events and related trainings/consultations, as required.

1.3 Public Relations/Customer Service:

Legacy Assessing Services, Inc. shall work with and advise property owners in the ad valorem taxation system in an attempt to eliminate adversarial situations and establish positive public relations. The parties acknowledge that the provision of efficient virtual interactions and necessary in-person engagements for the public is valuable in the process of providing high quality customer service. The City wants to ensure that members of the public and City staff that need information from Legacy Assessing Services, Inc., or wish to speak to Legacy Assessing Services, Inc., are able to do so on a relatively convenient basis. In that regard, in addition to the hours specified in Paragraph 1.2, Legacy agrees to meet with or contact residents and City staff members beyond normal office hours as appropriate to address their tax assessment-related concerns. Phone calls and answers to emails and faxes will be responded to in a timely manner, with every effort made to respond to same within 24 hours of receipt by Legacy Assessing Services, Inc..

1.4 New Construction/Loss Adjustment:

During the term of this Agreement, Legacy Assessing Services, Inc. shall physically observe all new construction and real estate improvements through cooperation with the Zoning Administrator and will review all building permits. A copy of all building permits shall be provided for Legacy Assessing Services, Inc.'s use. All permits shall be provided with the correct permanent parcel identification number entered thereon. Likewise, Legacy Assessing Services, Inc. shall physically observe damaged or destroyed properties with respect to the making of any loss adjustments as shall be necessary in the performance of her duties.

1.5 Economic Condition Factors (ECF):

During the term hereof, Legacy Assessing Services, Inc. shall review and prepare new land values and economic condition factors (ECF) by areas and apply these factors to property records so that the current assessment is reflected as 50% of true cash value on the assessment record.

1.6 "Proposal A" Requirements:

The requirements of Michigan Public Act 415 of 1994 and all related property tax reform legislation amendments and updates shall be followed and monitored as required. This includes by example, but is not limited to, the filing of all associated reports and forms to fulfill the following requirements:

- A. Approve or deny homestead and agricultural exemptions;
 - B. Track property transfer affidavits, matching them with deeds within 45 days of being filed;
 - C. Apportion the homestead portion of a combination-use building;
 - D. Determine the homestead status of parcels resulting when homestead parcels are split or;
- and
- E. Calculate both assessed and tentative taxable values for all parcels, taking into consideration losses, new construction and replacement in any given year.

1.7 Assessment Roll Preparation and Records:

Legacy Assessing Services, Inc. shall enter the assessments onto the Ad Valorem and Industrial Facilities Tax (IFT) assessment rolls and prepare the warrant authorizing the collection of taxes by the City Treasurer. Legacy Assessing Services, Inc., in cooperation with the City Treasurer, City Clerk shall also enter any delinquent City utility payments onto the appropriate rolls. Assessor shall prepare, obtain and maintain, as necessary or desirable, such property cards, photographs, measurements, sketches, records and documents to meet all requirements set by the City and/or the State of Michigan regarding such assessment rolls and shall organize same on a basis that will provide easy access and comprehension of the information

contained in each respective file and regarding each respective roll. Such information shall be entered into the City's records system in a reasonable timely fashion.

1.8 Reports:

The City may require Legacy Assessing Services, Inc. to prepare periodic reports and/or address the City Council regarding the overall activities, progress, problems and corrective measures regarding the various aspects of the duties of Legacy Assessing Services, Inc., under this Agreement. The City shall have the right at any time to require Legacy Assessing Services, Inc. to make available to the City, within 48 hours of notice being provided, all records and documents developed and maintained by Legacy Assessing Services, Inc. under the terms of this Agreement for review and/or audit. All time spent in the preparation and presentation of such reports or in gathering and making information available to City by Legacy Assessing Services, Inc. shall be deemed a part of the services contracted under the terms and provisions of this Agreement.

1.9 Board of Review:

Legacy Assessing Services, Inc. shall keep records regarding the March Board of Review session in accordance with City Charter, attached hereto as "Exhibit A".

Legacy Assessing Services, Inc. shall advise and provide adequate information to the Board of Review members as to how the assessments, capped and taxable values were determined to allow them to determine how best to decide a taxpayer's appeal; such information shall include the following:

- A. Sales map indicating all neighborhood increases or decreases
- B. Sales "comparable" book to include the following:
 - 1. Current picture
 - 2. Sales price versus assessment at time of sale
 - 3. Building permits issued before or after the sale.

Legacy Assessing Services, Inc. shall also maintain records for the July and December Boards of Review and shall advise and provide adequate information to the Board of Review members as to how the assessments, capped and taxable values were determined

1.10 Sales and Appraisal Studies:

Legacy Assessing Services, Inc. shall prepare sales studies using available data, evaluate all equalization and/or appraisal studies, and respond as appropriate.

1.11 Forms:

Legacy Assessing Services, Inc. shall file all forms fully completed with the Genesee County Equalization Department, State Tax Commission and other agencies and entities, as required, in a timely manner.

1.12 Defense of Appeals:

This Section shall apply to real and personal, IFT and ad valorem property tax appeals.

The City shall retain ultimate control of all litigation and settlement negotiations. Legacy Assessing Services, Inc. shall operate under the direction of the City Manager in any litigation regarding a tax appeal, including appeals to the Small Claims Division.

Legacy Assessing Services, Inc. shall defend all appeals to the Small Claims Division of the Michigan Tax Tribunal. This shall include, but not be limited to, filing necessary petitions, preparing and submitting such material, statistics and other information as is necessary to properly defend any such appeal, and appearing at all hearings and meetings as are required for the purpose of defending said appeal. The City

hereby authorizes Assessor to settle, where Legacy Assessing Services, Inc. deems it appropriate or advisable, any appeal where the difference in SEV is \$150,000 or less. All the foregoing regarding appeals to the Small Claims Division is deemed to be included the services compensated pursuant to the terms and provisions of this Agreement. If, in the opinion of the City, additional outside consulting services are needed, the City shall be responsible for the cost of such services.

In all other potential appeals to the Michigan Tax Tribunal or State Tax Commission, Legacy Assessing Services, Inc. shall provide as part of the services included under the terms and provisions of this Agreement, such time and effort as is necessary to properly provide to the City information, documents, analysis and advice as may be required in the determination of Legacy Assessing Services, Inc. or the City to forestall the formal filing of an appeal or to settle a disputed case up to the date of the filing of a petition appealing a decision of the City or any of its agencies or boards to the Michigan Tax Tribunal or State Tax Commission. After the filing of said petition, Legacy Assessing Services, Inc. shall be available to the City for such further assistance as is required by the City in the defense of such appeal. Legacy Assessing Services, Inc. shall be available as an expert witness on behalf of the City in any proceedings. In the event of the termination of this Agreement and the necessity for the services of Legacy Assessing Services, Inc. for purposes of consulting, review of information, analysis or expert testimony after the date of termination, Legacy Assessing Services, Inc. shall be available, notwithstanding the termination of this Agreement, for assistance in the defense of such appeals, provided, same shall not apply to appeals filed in the Small Claims Division of the Michigan Tax Tribunal. Legacy Assessing Services, Inc. shall keep the City Manager informed of all appeals and provide the City Manager with recommendations, the manner in which the appeals are to be handled, proposed settlements and other similar advice.

The above provisions of this Paragraph 1.12 regarding appeals shall apply equally to any appeal of a personal property tax assessment.

1.13 Reappraisal Program:

Legacy Assessing Services, Inc. shall continue to reappraise parcels in the City each year, as time permits, to ensure proper assessments when parcels are "uncapped." Maintenance renovations to structures are to be tracked so that said costs can be claimed as "new construction" when property is sold rather than treated as an increase in value that is subject to "uncapping" and results in the possibility of a Headlee rollback. The State Tax Commission recommends regular re-inspection of each property, preferably every five years. Legacy Assessing Services, Inc. shall work to meet guidelines and standards of the Tax Commission.

1.14 Personal Property Statements, Canvas and Audits:

Legacy Assessing Services, Inc. shall prepare and maintain the mailing list for personal property tax statements and maintain records for personal property including data entry and calculation of depreciated values and their extension within each statement. Legacy Assessing Services, Inc. shall conduct a personal property canvas to ensure equity among business owners within the City. Legacy Assessing Services, Inc. is required to perform random personal property audits when warranted by questionable data or lack of submitted data.

1.15 Equalization Increases:

Legacy Assessing Services, Inc. shall strive to eliminate across-the-board increases in property values by applying any increases received through the Genesee County Equalization Department to appropriate areas by using the economic condition factors hereinabove described, by adjustment of individual property assessments to 50% of true cash value, or as required by the State Tax Commission, in order to achieve maximum equity by class, and in accordance with the latest laws and regulations then in force.

1.16 Land Division Applications:

Legacy Assessing Services, Inc. shall work with and assist the City Zoning Administrator in reviewing property descriptions, land division and combination applications for compliancy with local ordinance and the Michigan Land Division Act. Such combinations and divisions shall be placed on the assessment rolls in a timely fashion.

1.17 Assessor Certification:

Legacy Assessing Services, Inc. shall be, and maintain a minimum certification as a Level III Assessor, or STC reclassified equivalent) in the State of Michigan.

1.18 Transportation and Equipment:

Legacy Assessing Services, Inc. shall provide all necessary transportation and field equipment to perform the services and meet the requirements of this Agreement.

1.19 Indemnification/Employment:

The parties hereto acknowledge that all personnel that may or might be utilized by Legacy Assessing Services, Inc. in the performance of his/her duties hereunder shall, for all purposes, be considered employees of Legacy Assessing Services, Inc. and not employees of the City. Legacy Assessing Services, Inc. shall be responsible for Worker's Compensation, Unemployment Compensation, state and federal withholding and payment of personnel. Legacy Assessing Services, Inc. shall indemnify the City and hold the City harmless from any claim, cause of action or other liability that may or might arise by virtue of any claim of any employee of Legacy Assessing Services, Inc. relating to his/her employment by, or as Legacy Assessing Services, Inc..

1.20 Preparation of DDA and Reporting:

Legacy Assessing Services, Inc. shall be responsible for the recording of any property value changes, new or loss, on the ad valorem and IFT rolls relating to the designation of properties within the Downtown Development Authority (DDA).

1.21 Assessor's Recommendations:

Legacy Assessing Services, Inc. shall prepare periodic recommendations and conclusions regarding the current state of the City's assessment rolls, by class, together with specific recommendations concerning actions that, in the opinion of Legacy Assessing Services, Inc., should be taken in order to achieve maximum equity in the assessment rolls and compliance with all State Tax Commission rules, regulations and guidelines.

1.22 Security of Information:

If any documents, data, drawings, specifications, photographs, property cards, summaries, accounts, reports, software applications or other products or materials are held in the possession of Legacy Assessing Services, Inc. outside of the City offices, then Assessor shall be under an affirmative duty to provide adequate security to safeguard said materials from fire, theft and other hazards of a like nature or type, while same are in possession of Legacy Assessing Services, Inc.. This may include, but not be limited to, providing for a fire proof safe or vault in which to store same, preparing and holding duplicates of same in the possession of Legacy Assessing Services, Inc., but separately or providing same to the City for possession.

1.23 Optional Services:

Legacy Assessing Services, Inc. is not responsible for determination and preparation of special assessment rolls for City projects such as sewer, street, drain, etc. The City may request Legacy Assessing Services, Inc. to perform such services at a rate of compensation agreed to by separate agreement. Legacy

Assessing Services, Inc. shall, however, report outstanding special assessments, properly completed, on forms required by the State Tax Commission, and same shall be deemed part of the services required by this Agreement.

SECTION II: TERM OF AGREEMENT

2.1 Contract Period:

Legacy Assessing Services, Inc. shall commence performance of the services herein required on October 1, 2022. Unless sooner terminated, this Agreement shall, by its terms, expire September 30, 2023.

2.2 Mutual Right of Termination:

Either party may terminate this Agreement upon ninety (90) days written notice to the other, United States Certified / Registered Mail, return receipt requested, at the addresses as indicated within. This right of termination is specifically exercisable at the sole discretion of either party, and requires no just cause nor other reason or justification for the exercise thereof. The effective date of such termination shall be ninety (90) days from the date of mailing of such notice.

2.3 Termination for Cause or Breach:

Notwithstanding anything to the contrary on this Agreement, either party may immediately terminate this Agreement in the event of material breach by the other. In such case, either party may seek such remedies as shall be available, at law or equity.

2.4 Notice of Termination:

Upon receipt of notice of termination or upon termination of this Agreement by expiration of its term, Legacy Assessing Services, Inc. shall immediately deliver to the City the originals and original copies of all data, paper and computer files, drawings, specifications, reports, value estimates, summaries and other information and materials as may have been accumulated by Legacy Assessing Services, Inc. in performing this Agreement, whether completed or in process and same shall be in unaltered form, readable by the City. In the event of the failure or refusal of Legacy Assessing Services, Inc. to forthwith deliver the above referenced materials, documents and files, City may seek a Circuit Court order compelling the production of same forthwith, and Legacy Assessing Services, Inc. herein expressly waives notice of hearing thereon agreeing that a mandatory injunction may immediately issue due to the fact that the failure to receive the stated materials, documents and files will result in irreparable harm to the City without leaving the City an adequate remedy at law, thereby entitling the City to an immediate judgment in its favor in this regard. The City shall be entitled to damages from Legacy Assessing Services, Inc. for any information, materials or documents that are turned over to the City in unusable or altered form.

2.5 Amendment/Renegotiation:

Nothing herein contained shall be construed to limit or abrogate the rights of the parties to modify or amend this Agreement at any time hereafter, provided however, that no such amendment or modification shall be effective unless in writing and duly executed by both parties hereto, through their authorized representatives.

If the Agreement is not reviewed or extended prior to its expiration date and the City desires to have Legacy Assessing Services, Inc. continue on a month-to-month basis, the fee will be that which existed for the final month of the original term, being September, 2022.

SECTION III: PAYMENT

3.1 Compensation for Basic Services:

During the term of this Agreement, the City agrees to pay to Legacy Assessing Services, Inc., for performance of the Basic Services set forth in Section I of this Agreement, an amount equal to \$31,444.56 yearly (thirty-one thousand, four hundred and forty-four dollars, fifty-six cents). Legacy Assessing Services, Inc. shall invoice the City an amount equal to \$2,620.38 on a monthly basis, net due 20 days.

3.2 Pro-ration of Payments on 90-Day Termination:

In the event this Agreement is terminated pursuant to Paragraph 2.2, the City shall pay Legacy Assessing Services, Inc. to the date of termination on a prorated daily basis for any part of a month for which services have been rendered by Legacy Assessing Services, Inc. and for which no compensation has been received.

SECTION IV: CITY RESPONSIBILITIES

4.1 Basic Data:

The City shall provide access to Assessor to property description files as currently exist as of the date of execution of this Agreement, containing initial information such as property number, legal description, owner and address information, as well as all data that the City may possess concerning such properties (i.e. measurements, sketches, photographs, etc.)

4.2 Office Equipment:

The City shall provide Legacy Assessing Services, Inc. with appropriate tax parcel maps, office space and furniture, telephone, voice mail, personal computer, printers, copying machine, fax machine and office supplies (as defined in Paragraph 4.5) as reasonably needed during the duration of this Agreement. Assessor acknowledges that some of the equipment (i.e. fax, printers, copying machine) is shared among all administrative office personnel and Legacy Assessing Services, Inc. will not have exclusive use of such equipment.

Legacy Assessing Services, Inc. shall have access to the City's computer network for the use of the following software products: BS&A Equalizer Assessing & Tax Modules, MS Word, Excel Spreadsheets, Arcview, Pictometry or any other similar software that may assist in maintaining quality assessing records. Legacy Assessing Services, Inc. shall not use any other software within the City's network, download, or upload any software to the City's network, except with the City Manager's prior approval. Legacy Assessing Services, Inc. shall be liable for any adverse consequence upon the City's computer network or function caused by any software introduced in the network by Legacy Assessing Services, Inc. without prior consent of the City.

Legacy Assessing Services, Inc. agrees that City equipment shall be used only for the purposes of fulfilling Assessor's obligations under this Agreement and shall not be used for personal reasons or to conduct other business not authorized under this Agreement.

Legacy Assessing Services, Inc. agrees that it shall use its own equipment (telephone, personal computer, printers, copying machine, supplies, modem, fax machine, and office supplies, as noted above) in the execution of virtual and remote activities as outlined herein.

4.3 Computer:

The City shall supply computer hardware, software and peripherals to perform the property pricing and valuation. The City will maintain the hardware, software and peripheral equipment through a regular maintenance program. The City will back up the system on a daily basis with alternate tapes or disks. Any data loss not due to the negligence of Legacy Assessing Services, Inc. as a result of hardware or software malfunction will be replaced at the City's expense.

4.4 Map Maintenance/Tax Roll Printing:

The City shall assume the responsibility for printing, stuffing and mailing of the assessment change notices, assessment rolls, tax bills, maps, etc. during the term of this Agreement. Legacy Assessing Services, Inc. shall develop and maintain land value maps showing dates of property sales, sale amounts and ratio to the current estimated value of the property.

4.5 Office Supplies:

The City shall provide Legacy Assessing Services, Inc. with office supplies, including computer paper, file folders, hanging folders, new State Tax Commission Assessor's Manual Volumes I and II, assessment notices and forms, postage and such other supplies as shall be necessary for the performance of Assessor's responsibilities hereunder.

4.6 Existing ECF Areas:

The City will provide Legacy Assessing Services, Inc. with all currently existing information as available in the City files concerning previously completed E.C.F. studies and subsequent conclusions reached by the former City Assessors.

4.7 Preparation of DDA and Reporting:

The Treasurer shall be responsible for the compilation and reporting of all necessary data, forms and documents relating to the operation, tax increment capture and financial condition of the D.D.A.

4.8 Legal Counsel:

The City shall supply legal counsel, at its expense, for Small Claims and full Tax Tribunal hearings, should the need arise.

SECTION V: RE-APPRAISAL, NON-BASIC SERVICES

5.1 Additional Services (Pricing/Reappraisal):

In the event that the City desires to implement some or all of the recommendations made by Legacy Assessing Services, Inc. as herein contemplated, the City may request and Legacy Assessing Services, Inc. shall provide such services as are desired by the City, provided however, an addendum to this Agreement, reduced to writing and executed by both parties, shall set forth the terms and provision under which the additional services shall be rendered. Such addendum shall specify the nature, extent and timetable for the performance of such additional services and establish the rate of compensation therefor.

5.2 Implementation/Responsibility:

The parties acknowledge that it shall be the sole responsibility of the City to determine the nature and extent of implementation of Legacy Assessing Services, Inc.'s recommendations under this Section or any other additional, non-basic services. To that end, the City assumes responsibility for defense of any claim, cause of action or other proceeding that may or might be instituted by the Michigan State Tax Commission, or other entity, arising from any failure, or alleged failure, to implement such recommendations.

SECTION VI: MISCELLANEOUS PROVISIONS

6.1 Relationship Between City and Assessor:

In the fulfillment of the services provided herein Legacy Assessing Services, Inc. and his/her employees, agents and officers shall be at all times be deemed in a relationship of independent contractor to the City.

6.2 Indemnification/Insurance:

Legacy Assessing Services, Inc. shall secure and maintain general liability and property damage, unemployment, errors and omissions, workers' disability compensation, automobile liability and any other insurance required by law for Legacy Assessing Services, Inc., or his/her employees, agents or officers as will protect him/her and the City from claims under the Worker's Compensation Acts and from claims for bodily injury, death or property damage that may arise from his/her negligence or that of his/her employees in the performance of services under this Agreement or failure to properly perform his/her duties as Assessor. Legacy Assessing Services, Inc. shall save the City harmless and indemnify the City from any claims for bodily injury, death or property damage that may arise due to his/her acts or negligence or that of his/her employees in the performance of services under this Agreement or that arise from error or omissions to properly perform duties as Legacy Assessing Services, Inc.. Legacy Assessing Services, Inc. shall, however, have no liability arising out of adjustments to assessments or other actions by Legacy Assessing Services, Inc., the City's Board of Review and/or the Michigan Tax Tribunal if such adjustments or actions result from honest differences of opinion regarding the value of the subject property and if Legacy Assessing Services, Inc. established the assessment pursuant to professional assessment standards. Said policies shall be in such minimum amounts as shall from time to time be acceptable to the City or as set by the City.

A Certificate of Insurance incorporating such requirements and naming the City and its officers and employees as an Additional Insured Party and Certificate Holder along with a certificate showing its premium has been paid and a copy of the policy shall be filed each year with the City Clerk. Any such insurance policy shall provide the City will be given at least thirty (30) days advance notice before cancellation of the policy. The coverage's provided by the General Liability and Automobile Liability policies of Legacy Assessing Services, Inc. shall be primary to any insurance maintained by the City.

6.3 Non-Assignability:

The parties to this Agreement acknowledge that, inasmuch as the Agreement is in the nature of a Personal Services Contract, and as the City's decision to contract with Legacy Assessing Services, Inc. is based in part on the perceived expertise and ability of Legacy Assessing Services, Inc., it is agreed that Legacy Assessing Services, Inc.'s duties and obligations hereunder may not be assigned, transferred nor conveyed without the advance written approval of the City. Nothing in this Agreement shall prevent Legacy Assessing Services, Inc. from employing such employees or agents, as Legacy Assessing Services, Inc. shall deem reasonably necessary to assist him/her in the performance of obligations under this Agreement. Also, in the event that vacation, illness, injury or incapacity in any form, whether elective or imposed, should cause Legacy Assessing Services, Inc. to be unable to personally fulfill the terms and obligations of this Agreement for a period exceeding three (3) calendar weeks (21 days), Legacy Assessing Services, Inc. shall provide the City, at Legacy Assessing Services, Inc.'s expense, a certified Level III Assessor to perform any and all such functions as required by this Agreement for the complete term of the absence or incapacity. The City reserves the right to approve or reject, without cause and at its sole discretion, any Assessor designee named to "fill-in" for Legacy Assessing Services, Inc. for a period exceeding two (2) calendar months (60 days), and to consider, as mutually agreed by the parties hereto, that a rejection of said Assessor designee shall constitute a material breach of the Agreement pursuant to the "material breach" provision of Section 2.3 herein.

6.4 Professional Standards:

Legacy Assessing Services, Inc. shall be responsible, to the highest levels of competency presently maintained by other practicing professional assessors and appraisers, for the professional and technical soundness, accuracy and adequacy of property valuations, drawings, property inspection data and all other work and materials furnished under this Agreement. At the time of commencement of performance, Legacy Assessing Services, Inc. shall be properly certified, equipped, organized and financed to perform the services required by this Agreement. Subject to compliance with the requirements of this Agreement, Legacy Assessing Services, Inc. shall work independently.

6.5 Ownership of Documents:

All documents, data, drawings, specifications, photographs, property cards, summaries, accounts, reports, software applications and other information, products or materials produced or held by Legacy Assessing Services, Inc., of whatsoever nature or type, in connection with this Agreement shall be the sole property of the City with the City having sole and exclusive right, title and interest in any and all records, compilation, documents, papers, maps or manuscripts pertaining to or prepared pursuant to this Agreement. All of the foregoing shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if any of the foregoing, prepared by Legacy Assessing Services, Inc., are used for purposes other than those intended by this Agreement, the City does so at its sole risk and agrees to hold Assessor harmless for such use. All services performed under this Agreement shall be conducted solely for the benefit of the City and will not be used for any other purpose by Legacy Assessing Services, Inc. without written consent of the City. Any information relating to the services shall not be released without the written permission of the City. Legacy shall act and preserve the confidentiality of all City documents and data accessed for use in Legacy Assessing Services, Inc. work products to the extent allowed or required by law. Any requests for information under the Freedom of Information Act shall be immediately forwarded to the City Manager for a proper determination of the response to be provided.

6.6 Validity:

If any paragraph or provision of this Agreement shall be determined to be unenforceable or invalid by any court of competent jurisdiction, such provision shall be severed and the remainder of this contract shall remain in force.

6.7 Survival:

All express representations, indemnifications or limitations of liability made in or given in this Agreement shall survive the completion of all services of Assessor under this Agreement or the termination of the Agreement for any reason.

6.8 Controlling Law/Venue:

This Agreement is to be governed by the laws of the State of Michigan. It is mutually agreed that, in the event of any proceeding, at law or at equity, arising under this Agreement or breach thereof, that the venue of any such action shall be in the County of Genesee and the State of Michigan.

6.9 Authorization:

The respective signatories hereto expressly acknowledge that this Agreement is made and entered into with full authority of the City of Swartz Creek Council and Legacy Assessing Services, Inc. and that the persons executing this Agreement on behalf of the respective parties have been duly authorized and empowered to make and enter into this Agreement by said Council and said Assessor.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF SWARTZ CREEK, MICHIGAN:

LEGACY ASSESSING SERVICES, INC.

By: _____
David A. Krueger, Mayor

By: _____
Heather MacDermaid, Partner

By: _____
Connie Olger, City Clerk

EXHIBIT "A"
City of Swartz Creek, Charter Provisions, Taxation

CHAPTER 9. TAXATION*

***State law references:** General property tax act, MCL 211.1 et seq., MSA 7.1 et seq.

Section 9.1. Power to tax--Tax limit.

The city shall have the power to assess taxes and to lay and collect rents, tolls, and excises. During the first five years of the existence of the city, the annual general ad valorem tax levy for municipal purposes shall not exceed one-half of one per cent (5 mills) of the assessed value of all real and personal property in the city as determined by the City's Assessor and Board of Review, or one-quarter of one per cent (2 1/2 mills) of such assessed value, as equalized by the State of Michigan, as required by law, whichever basis of limitation will result in the lesser taxation upon the taxable property in the city. Thereafter, the levy shall not exceed one per cent of the said assessed value as determined by the City's Assessor and Board of Review, or one-half of one per cent (5 mills) of such value as equalized by the State of Michigan, as required by law, whichever basis of limitation will result in the lesser taxation upon the taxable property in the city, unless the proposition to approve an increase above the tax rate so limited is first approved by the electors of the city. No such increase shall cause the total tax rate to exceed two per cent of the assessed value of all real and personal property in the city.

State law references: Mandatory that Charter provide for annually levying and collecting taxes, MCL 117.3(g), MSA 5.2073(g).

Section 9.2. Subjects of taxation--Tax procedure.

- (a) The subjects of ad valorem taxation for municipal purposes shall be the same as for state, county, and school purposes under the general law.
- (b) Except as otherwise provided by this chapter, city taxes shall be assessed, levied, and collected in the manner provided by law.

State law references: Mandatory that Charter provide that subject of taxation for municipal purposes shall be the same as for state, county and school purposes under general law, MCL 117.3(f), MSA 5.2073(f); property subject to taxation, MCL 211.1 et seq., MSA 7.1 et seq.

Section 9.3. Exemptions.

The power of taxation shall never be surrendered or suspended by any grant or contract to which the city shall be a party. No exemptions from taxation shall be allowed, except such as are expressly required or permitted by law.

State law references: Property exempt from taxation, MCL 211.7 et seq., MSA 7.7 et seq.

Section 9.4. Tax day.

Subject to the exceptions provided or permitted by law, the taxable status of persons and property shall be determined as of the thirty-first day of December, or such other date as may subsequently be required by law, which shall be deemed the tax day. Values on the assessment roll shall be determined according to

the facts existing on the tax day for the year for which such roll is made, and no change in the status or location of any such property after that day shall be considered by the Assessor or the Board of Review.

State law references: Designation of tax day, MCL 211.2, MSA 7.2; time, place and method of assessment, MCL 211.10 et seq., MSA 7.10 et seq.

Section 9.5. Personal property--Jeopardy assessment.

If the Treasurer finds or reasonably believes that any person who is, or may be, liable for taxes upon personal property, the taxable situs of which was in the city on tax day, intends to depart or has departed from the city; or to remove or has removed therefrom personal property which is, or may be, liable for taxation; or to conceal or conceals himself or his property; or does any other act tending to prejudice, or to render wholly or partly ineffectual the proceedings to collect such tax, he shall proceed to collect the same as a jeopardy assessment in the manner provided by law.

State law references: Jeopardy assessment of personal property taxes, MCL 211.691 et seq., MSA 7.51(1) et seq.

Section 9.6. Preparation of the assessment roll.

Prior to the date of the meeting of the Board of Review in each year, the Assessor shall prepare and certify an assessment roll of all property in the city. Such roll shall be prepared in accordance with the requirements of law, and may be divided into volumes, which the Assessor shall identify the number for purposes of convenience in handling the assessment roll and for locating properties assessed therein. The attachment of any certificate or warrant required by this chapter to any volume of the roll, either as an assessment roll or as a tax roll, shall constitute the attachment thereof to the entire roll, provided the several volumes are identified in such certificate or warrant. Values of property set forth on the assessment roll shall be determined according to recognized methods of systematic assessment.

State law references: Mandatory that Charter provide for preparation of assessment roll, MCL 117.3(i), MSA 5.2073(i); assessment roll, MCL 211.24 et seq., MSA 7.24 et seq.

Section 9.7. Board of Review.

(a) A Board of Review is hereby created, composed of three members who have the qualifications of holding elective city office as set forth in Section 4.4 of this charter.

(b) The members of the Board of Review shall be appointed by the Council, and may be removed for reasons of nonfeasance or misfeasance by the vote of five members of the Council. The first members shall be appointed during the month of January, 1960, for terms expiring on July 1, 1961, 1962, and 1963. Thereafter one member shall be appointed in the month of May of each year, for a term of three years, commencing on the following July first.

(c) The Board shall, annually, on the first day of its meeting, select one of its members chairman for the ensuing year. The Assessor shall be Clerk of the Board, and shall be entitled to be heard at its sessions, but shall have no vote on any proposition or question.

State law references: Mandatory that Charter provide for a board of review, MCL 117.3(a), MSA 5.2073(a).

Section 9.8. Duties and functions of Board of Review.

For the purpose of revising and correcting assessments, the Board of Review shall have the same powers and perform like duties, in all respects, as are, by law, conferred upon and required of boards of review in townships, except as otherwise provided in this charter. At the time, and in the manner provided in the following section, it shall hear the complaints of all persons considering themselves aggrieved by assessments. If it shall appear that any person or property has been wrongfully assessed or omitted from the roll, the Board shall correct the roll in such manner as it deems just. Except as otherwise provided by law, no person other than the Board of Review shall make any change upon, or addition or correction to, the assessment roll. The Board shall make no such changes, additions, or corrections after it has certified the roll as provided and required by Section 9.11 of this chapter. The Assessor shall make a permanent

record of all proceedings of the Board and enter therein all resolutions and decisions of the Board. Such record shall be filed with the Clerk on or before the first day of September following the meeting of the Board of Review.

Section 9.9. Meetings of Board of Review.

(a) The Board of Review shall convene at 9:00 o'clock a.m. on the third Monday in March in each year at a place designated by the Council, or on such other date as may subsequently be required by law for the meeting of boards of review in cities, and shall meet at the same time and continue in session from day to day for not less than three days for the purpose of considering the assessment roll of the city.

(b) The Board of Review may examine on oath any person appearing before it respecting the assessment of property on the assessment roll. Any member of the Board may administer the oath.

State law references: Mandatory that Charter provide for meeting of board of review, MCL 117.3(i), MSA 5.2073(i).

Section 9.10. Notice of meetings.

Notice of the time and place of the annual meeting of the Board of Review shall be published by the Assessor not less than one week nor more than three weeks prior thereto.

Section 9.11. Certification of roll.

After the Board of Review has completed its review of the assessment roll, and not later than the Tuesday following the fourth Monday in March, or such other date as may subsequently be required by law, the majority of its members shall sign a certificate to the effect that the same is the assessment roll of the city for the year in which it has been prepared, as approved by the Board of Review, which certificate, when attached to any volume of the roll shall constitute a conclusive presumption of the validity of the entire roll, as provided in Section 9.6 of this chapter. In the event that the Board of Review shall fail or refuse to so review the assessment roll of the city, such roll, as prepared and presented to the Board of Review by the Assessor shall be the assessment roll for the year for which it was prepared and shall stand as though it had been certified by the Board of Review.

State law references: Completion of review of assessments prior to first Monday in April required, MCL 211.30a, MSA 7.30(1).

Section 9.12. Validity of assessment roll.

Upon the completion of the assessment roll, and from and after midnight ending the last day of the meeting of the Board of Review, or the first Monday in April, whichever date first occurs, it shall be the assessment roll of the city for county, school and city taxes, and for other taxes on real and personal property that may be authorized by law. It shall be presumed by all courts and tribunals to be valid, and shall not be set aside, except for cause set forth by law.

State law references: Mandatory that Charter provide for levy, collection and return of state, county and school taxes, MCL 117.3(i), MSA 5.2073(i).

Section 9.13. Clerk to certify levy.

Within three days after the Council has made the appropriations for the ensuing year, the Clerk shall certify to the Assessor the total amount which the Council determines shall be raised by general ad valorem taxation, together with such other assessments and lawful charges and amounts which the Council requires to be assessed, reassessed, or charged upon the city tax roll against property or persons.

Section 9.14. City tax roll.

After the Board of Review has completed its review of the assessment roll, the Assessor shall prepare a tax roll, or a combined assessment and tax roll, to be known as the "City Tax Roll." Upon receiving the certification of the several amounts to be raised, assessed, and charged for city taxes, as provided in the preceding section, the Assessor shall proceed forthwith, (1) to spread the amounts of the general ad valorem tax according to and in proportion to the several valuations set forth in said assessment roll, and

(2) to place such other assessments and charges upon the roll as are required and authorized by the Council. For convenience, the city tax roll may be divided into two or more volumes.

Section 9.15. Taxes a debt and lien.

The taxes on real and personal property shall become a debt to the city from the owner or person otherwise to be assessed, on the tax day provided by law. The amounts assessed on any interest in real property shall become a lien upon such real property on the first day of July next subsequent to the tax day, and shall so remain, until paid. Said tax liens shall take precedence over all other claims, encumbrances, and liens upon said personal property whatsoever, whether created by chattel mortgage, title retaining contract, execution, or upon any other final process of a court, attachment, replevin, judgment, or otherwise, and no transfer of personal property assessed for taxes shall operate to divest or destroy such lien, except where such property is actually sold in the regular course of retail trade.

Section 9.16. Tax roll certified for collection.

After spreading the taxes and placing other assessments and charges upon the roll, the Assessor shall certify the tax roll, and attach his warrant thereto directing and requiring the Treasurer to collect, prior to March first of the following year, from the several persons named in the roll the several sums mentioned therein opposite their respective names as a tax, charge, or assessment. Said warrant shall grant to and vest in the Treasurer, all the statutory powers and immunities possessed by township treasurers for the collection of taxes. The tax roll shall be delivered to the Treasurer on or before the thirtieth day of June.

State law references: Collection of taxes, MCL 211.44 et seq., MSA 7.87 et seq.

Section 9.17. Tax payment date.

City Taxes shall be due and payable on July first of each year.
(Amended by electors 4-3-67)

Section 9.18. Taxes due--Notification thereof.

The Treasurer shall not be required to make personal demand for the payment of taxes but, upon receipt of the city tax roll, he shall forthwith mail a tax statement to each person named in the tax roll, which mailed statement shall be a sufficient demand for the payment of all taxes assessed. Neither the failure on the part of the Treasurer to mail such statement, nor the failure of any person to receive the same, shall invalidate the taxes on the tax roll or release any person or property assessed from the liabilities in this chapter in case of nonpayment.

Section 9.19. Tax payment schedule.

The Council shall provide, by ordinance, the tax payment schedule for city taxes, the times when the same may be paid without the addition of collection fees or interest, and the amount of collection fees and interest to be added thereafter. All amounts collected as collection fees and interest shall be paid into the city's treasury for the use and benefit of the city.

Section 9.20. Failure or refusal to pay personal property tax.

If any person shall neglect or refuse to pay any tax on personal property assessed to him, the Treasurer shall collect the same by seizing any personal property of such person, to an amount sufficient to pay such tax, together with any charges and interest added thereto, wherever the same may be found in the State. No property shall be exempt from such seizure. He may sell the property seized, to an amount sufficient to pay the taxes and all charges, fees, penalties, and interest, in accordance with statutory provisions. The Treasurer may also sue the person to whom a personal property tax is assessed, in accordance with the powers granted to him by law.

State law references: Failure or refusal to pay tax, MCL 211.47, MSA 7.91.

Section 9.21. State, county and school taxes.

For the purposes of assessing and collecting taxes for state, county, and school purposes, the city shall be considered the same as a township and all provisions of law relative to the collection of, and accounting for, such taxes and the penalties and interest thereon shall apply. For the purpose of collection of state,

county, and school taxes, the Treasurer shall perform the same duties and have the same powers as township treasurers under state law.

State law references: Mandatory that Charter provide for levy, collection and return of state, county and school taxes, MCL 117.3(i), MSA 5.2073(i); state law relative to the assessment, levy and collection of taxes, MCL 211.1 et seq., MSA 7.1 et seq.

Section 9.22. Protection of city lien.

The city shall have power, insofar as the exercise thereof shall not conflict with or contravene the provisions of law, to acquire such an interest in any premises within the city, by purchase at any tax or other public sale, or by direct purchase from or negotiation with the State of Michigan or the owner, as may be necessary to assure to the city the collection of its taxes, special assessments, charges, and any interest thereon which are levied against any lot or parcel of real property or to protect the lien of the city therefor, and may hold, lease, or sell the same. Any such procedure exercised by the city to assure the collection of its taxes or the protection of its tax or other liens shall be deemed to be for a public purpose. The Council may adopt any ordinance which may be necessary to make this section effective.

Section 9.23. Collection of delinquent taxes.

All taxes and charges, together with fees, penalties, and interest upon real property on the tax roll, remaining uncollected by the Treasurer on the first day of March following the date when the roll was received by him shall be subject to one of the following procedures:

(1) The real property against which such taxes and charges are assessed shall be subject to disposition, sale, and redemption for the enforcement and collection of the tax lien against the same in the method and manner which may be provided by ordinance. The Council may provide by ordinance the procedure for the sale and redemption of real property for such unpaid taxes and charges, together with fees, penalties, and interest, by judicial sale on petition filed in behalf of the city. Such procedure shall correspond substantially to the procedure provided by law for the sale by the State of tax delinquent real property and redemption therefrom, except that the acts performed by state and county officers shall be performed by appropriate city officers and that city tax sales shall be held not less than thirty nor more than ninety days prior to the date of corresponding tax sales under the general law.

(2) If no ordinance is in effect pursuant to subsection (1) of this section, such taxes shall be returned to the County Treasurer, to the extent and in the same manner and with like effect as provided by law for returns by township treasurers of township, school and county taxes. Such returns shall include all the additional assessments, charges, fees, penalties, and interest hereinbefore provided, which shall be added to the amount assessed in said tax roll against such property or person. The taxes thus returned shall be collected in the same manner as other taxes returned to the County Treasurer are collected, in accordance with law, and shall be and remain a lien upon the property against which they are assessed until paid.

Section 9.24. Disposition of real property held by city.

When the city has acquired any interest in property to protect the city's tax lien thereon, the owner of any interest therein by fee title, as mortgagee, or as vendor or vendee under a land contract, shall have the right to purchase the city's interest therein, upon payment to the city of the amount of money which the city has invested therein in the form of taxes, special assessments, charges, fees, penalties, interest, and costs, paid by the city to protect its title in such property. After the lapse of ninety days after the date that the city acquires title to any such property, the Council may remove the same from the market by determining that such property is needed for and should be devoted to public purposes, naming such purposes, or may sell the same at a price which shall be not less than the market value, as determined.

And further, direct the Mayor and City Clerk to endorse and execute this agreement on behalf of the City.

Discussion Ensued.

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

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

Resolution No. 220912-05

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Florence

WHEREAS, the City and the Township have, for many years, jointly provided fire protection services to their geographical areas; and

WHEREAS, the joint provision of such fire protection services was covered by a written Agreement; and

WHEREAS, the city entered into an agreement to provide joint fire service with Clayton Township, said agreement titled: Swartz Creek – Clayton Township Amended and Restated 2019 – 2022 Fire Department Agreement; and

WHEREAS, the Michigan Urban Cooperation Act of 1967, 1967 PA 7 (Ex Sess) [MCL 124.501 et seq] (“UCA”) authorizes two (2) Municipalities to enter into an interlocal Agreement by which they agree to exercise jointly “any power, privilege, or authority that the agencies share in common and that each might exercise separately;” and

WHEREAS, Section 7 of the UCA [MCL 124.507] provides that such an interlocal Agreement “may provide for a separate legal or administrative entity to administer or execute the Agreement which may be a Commission, Board or Council constituted pursuant to the Agreement,” and that such administrative entity “shall be a Public Body, Corporate or Politic for the purposes of this act;” and

WHEREAS, the City and the Township share in common the power and authority to establish and maintain a Fire Department and provide fire protection services; and

WHEREAS, as empowered to do so by the UCA, the City and the Township wish to continue to jointly provide fire protection services and operate a Fire Department to serve the City and the Township and to do so under the terms and conditions of this Agreement.

NOW, THEREFORE, the City of Swartz Creek City Council hereby approves the Amended and Restated 2022-2025 Fire Department Agreement as included and filed with the September 12, 2022 city council packet, said agreement to commence on November 1, 2022 and terminate at midnight on October 31, 2025.

Discussion Ensued.

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

A RESOLUTION TO SET A PUBLIC HEARING TO CONSIDER AMENDING THE DOWNTOWN DEVELOPMENT AUTHORITY (DDA) PLAN

Resolution No. 220912-06

(Carried)

Motion by Councilmember Pinkston
Second by Councilmember Cramer

WHEREAS, The State of Michigan Downtown Development Authority Act P.A. 57 of 2018 authorizes a City to establish a Downtown Development Authority when it is in the best interests of the public to halt property value deterioration and increase property tax valuation, where possible, in its business district; to eliminate the causes of that deterioration; to promote economic growth; and

WHEREAS, The Swartz Creek DDA Board has discussed the need to amend the current DDA Plan, which includes both Development and Tax Increment Financing Plans, to provide resources necessary for development project funding; and

WHEREAS, Section 125.4203 of the act requires an ordinance be adopted by the Swartz Creek City Council indicating the jurisdictional area meets certain legislative requirements and to set a date and time for a public hearing concerning amendment of the DDA Plan.

WHEREAS, the City of Swartz Creek Downtown Development Authority made the following findings:

1. The DDA Board finds there is a public need to amend the current DDA Plan to halt property value deterioration and increase property tax valuation, where possible, in its downtown business district; to eliminate the causes of that deterioration; and to promote economic growth; and
2. That the proposed DDA Plan amendment will not change the boundaries of the DDA District nor extend the length of the plan; and
3. That the amended plan incorporates a revised potential project list; and
4. That the DDA Board, at its September 8, 2022 meeting, approved the DDA Plan amendment and requested that the Swartz Creek City Council call for a public hearing regarding the plan amendment and notify the taxing jurisdictions,

providing an opportunity to ask questions of, or meet with, the City concerning the plan amendment.

THEREFORE BE IT RESOLVED, the City of Swartz Creek City Council hereby sets a public hearing for its regular meeting of Monday, October 10, 2022.

BE IT FURTHER RESOLVED, the City of Swartz Creek City Council directs the city manager to send out notice of the hearing to the public and taxing jurisdictions covered within the plan as required by statute.

Discussion Ensued.

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

RESOLUTION TO APPROVE A TEMPORARY ALLEY USAGE/CLOSURE PERMIT FOR THE ALLEY NORTH OF AND ADJACENT TO 8006, 8010, 8012, 8014 MILLER ROAD

Resolution No. 220912-07

(Carried)

Motion by Councilmember Florence
Second by Councilmember Henry

WHEREAS, the City of Swartz Creek enables closure and use of its public streets, plazas, and alleys upon application by a petitioner and approval by the city council; and

WHEREAS, the COVID pandemic has had a profound and dynamic impact on the community, including hospitality businesses that cannot provide in-person service, greatly jeopardizing the abilities of these businesses and property owners that rely on this industry; and

WHEREAS, grants were made available to enable outdoor dining, including winter service, for those business that can pursue this as an option; and

WHEREAS, the owner of 8006, 8010, 8012, and 8014 Miller Road houses two restaurant businesses that are immediately south of and adjacent to the city's public alley; and

WHEREAS, this alley is the only accessible space in which to safely accommodate outdoor service for S&K as well as JT's; and

WHEREAS, temporary use of this alley has been granted by the city council for the purposes of outdoor dining at this location, but such use and access has expired; and

WHEREAS, public utilities, including water and storm water, exist in the subsurface of the ally.

NOW, THEREFORE BE IT RESOLVED that the City of Swartz Creek hereby authorizes and extends closure and private use, including routine maintenance (waste removal, snow removal, and general safety) of the city alley north of and adjacent to 8002, 8010, 8012, and 8014 Miller Road for the purpose of food service, including alcohol sales, inclusive of all stipulations and conditions as specified and listed within the original permit and the extension, dated September 12, 2022, including the provision of valid insurance that lists the City of Swartz Creek as an additionally insured party for all activities.

BE IT FURTHER RESOLVED that the closure and use of said alley shall commence immediately and be valid for 180 days.

BE IT FURTHER RESOLVED that the closure and use of said alley is conditioned upon the retention of the city's access rights to operate and maintain all public utilities, systems, and appurtenances on and underneath the alley surface.

BE IT FURTHER RESOLVED that, as a condition of the permit, the city shall not be responsible for any private, personal property that may be damaged within the alley confines for any reason, including deliberate action by the city to access surface or subsurface utilities.

Discussion Ensued.

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

NO: Florence, Gilbert. Motion Declared Carried.

RESOLUTION TO APPROVE A PARADE PERMIT FOR THE SWARTZ CREEK COMMUNITY SCHOOLS HOMECOMING PARADE ON OCTOBER 7, 2022

Resolution No. 220912-08

(Carried)

Motion by Councilmember Henry

Second by Mayor Pro Tem Hicks

WHEREAS, the City of Swartz Creek owns, operates, and maintains a network of major and local streets; and

WHEREAS, the streets, upon the finding of a public benefit and no unreasonable hardship, may be permitted for closure from time to time as permitted by the city council; and

WHEREAS, the Swartz Creek Community Schools seeks a street closure permit for the annual Homecoming Parade, to commence at 5:00 p.m. on Friday, October 7, 2022; and

WHEREAS, the city council, following the recommendation of the police authority, finds that the application, including insurance, is complete and that this event offers a public benefit without imposing an unreasonable hardship.

NOW, THEREFORE, BE IT RESOLVED that the City of Swartz Creek approves the application of the Swartz Creek Community Schools to conduct their annual High School Homecoming Parade on Friday, October 7, 2022 from 4:45 pm to 6:30 pm. Parade route as follows:

Crapo/Maple, Eastbound to Morrish
Morrish, Northbound to Miller
Miller, Westbound to Fairchild
Fairchild, Southbound to Middle School

Under the direction and control of the Chief of Police (or designee) and in accordance with the stipulations and conditions set forth in the permit and application, including the provision of proper insurance.

Discussion Ensued.

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

RESOLUTION TO PURCHASE PLOW AND RELATED EQUIPMENT FOR PICKUP TRUCK

Resolution No. 220912-09

(Carried)

Motion by Councilmember Cramer
Second by Councilmember Henry

WHEREAS, the city recently purchased a 2022 pickup truck to replace an existing fleet vehicle; and

WHEREAS, the City's Purchasing Ordinance, Chapter 2, Article VI, Section 2-406 provides for and encourages cooperative government purchasing practices; and

WHEREAS, the Director of Public Services has selected a plow equipment package from the State of Michigan Vehicle Contract; and

WHEREAS, Knapheide Truck Equipment in Flint, Michigan holds the MiDeal Contract for the desirable Western plow package; and

WHEREAS, the 2023 Motor Pool Fund has sufficient funds set aside for this planned equipment replacement.

NOW, THEREFORE, BE IT RESOLVED, the City of Swartz Creek approves the purchase of the Western plow equipment assembly from Knapheide Truck Equipment in the amount of \$8,517 plus associated fees and expenses, to be apportioned from the Motor Pool Fund (661).

Discussion Ensued.

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

RESOLUTION TO APPROVE COOPERATIVE PRICING AND ESTIMATE OF SERVICES FOR ROAD MARKINGS

Resolution No. 220912-10

(Carried)

Motion by Mayor Pro Tem Hicks
Second by Councilmember Gilbert

WHEREAS, the city finds it necessary to properly and adequately mark its streets with paint for the purpose of delineating stops, crosswalks, turns, and rail symbols; and

WHEREAS, the City's Purchasing Ordinance, Chapter 2, Article VI, Section 2-406 provides for and encourages cooperative government purchasing practices; and

WHEREAS, the Genesee County Road Commission has accepted pricing from M & M Pavement Marking, Inc. for the purchase of pavement markings to public rights of way; and

WHEREAS, the unit costs bid to the GCRC for 2021-2022 season have been made available to the City and the city council finds that the lineal foot costs and unit cost listed cannot be matched if attempts were made to bid on the open market or through private sources.

NOW, THEREFORE, BE IT RESOLVED, the City of Swartz Creek City Council accept the Genesee County Road Commission's cooperative purchasing extension for the purchase of pavement marking services from M&M Pavement Marking, Inc., including the estimate for such services as included in the September 12, 2022, city council packet, expenses to be distributed to the Local and Major Street funds proportionate to use at the direction of the City's Finance Director.

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

MEETING OPENED TO THE PUBLIC:

None.

REMARKS BY COUNCILMEMBERS:

Councilmember Pinkston commented on Eric Jones' win.

Councilmember Gilbert wished everybody to stay healthy.

Mayor Pro Tem Hicks thanked Scott Thomas, co-owner of S&K for communicating with his tenants. She also congratulated Rebecca Bosas on her promotion.

Councilmember Cramer wanted Mr. Zettel to check to see if the enforcement officer had been to the Worchester property. Mr. Zettel responded he will follow up on that. He invited everyone to several fundraisers, Back the Badge September 17th, 12-4 pm at the American Legion, Officer Storms fundraiser October 1st 1-7 pm at the American Legion.

Councilmember Henry wondered if having special speed zones around the school during certain hours would help with the speeding.

Councilmember Florence invited everyone to the United Methodist Church Fall Chicken Dinner September 17th 4-6 pm.

Mayor Krueger commented on the great weather we have been having lately.

ADJOURNMENT

Resolution No. 220912-11

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Cramer

I Move the Swartz Creek City Council adjourn the regular council meeting of September 12, 2022 at 8:10 p.m.

Unanimous Voice Vote.

David A. Krueger, Mayor

Connie Olger, City Clerk

REVENUE AND EXPENDITURE REPORT FOR CITY OF SWARTZ CREEK
PERIOD ENDING 08/31/2022

GL NUMBER	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	YTD BALANCE 08/31/2022	AVAILABLE BALANCE	% BDGT USED
Fund 101 - General Fund					
Revenue					
000.000 - General	2,697,088.00	2,697,088.00	1,672,341.60	1,024,746.40	62.01
301.000 - Police Dept	4,500.00	4,500.00	4,236.89	263.11	94.15
345.000 - PUBLIC SAFETY BUILDING	23,700.00	23,700.00	930.80	22,769.20	3.93
371.000 - Building/Zoning/Planning	53,500.00	53,500.00	9,724.75	43,775.25	18.18
444.000 - Sidewalks	3,500.00	3,500.00	0.00	3,500.00	0.00
448.000 - Lighting	9,221.52	9,221.52	1,286.92	7,934.60	13.96
523.000 - Grass, Brush & Weeds	5,000.00	5,000.00	2,000.00	3,000.00	40.00
694.000 - Community Development Block Grant	54,756.50	54,756.50	0.00	54,756.50	0.00
728.005 - Holland Square Streetscape	40,000.00	40,000.00	40,000.00	0.00	100.00
780.500 - Mundy Twp Park Services	10,008.90	10,008.90	607.54	9,401.36	6.07
782.000 - Facilities - Abrams Park	70.00	70.00	210.00	(140.00)	300.00
783.000 - Facilities - Elms Rd Park	12,000.00	12,000.00	2,400.00	9,600.00	20.00
786.000 - Non-Motorized Trailway	700,000.00	700,000.00	77,593.27	622,406.73	11.08
790.000 - Facilities-Senior Center/Libr	5,300.00	5,300.00	438.76	4,861.24	8.28
TOTAL REVENUES	3,618,644.92	3,618,644.92	1,811,770.53	1,806,874.39	
Expense					
000.000 - General	13,580.00	13,580.00	2,253.10	11,326.90	16.59
101.000 - Council	23,484.73	23,484.73	6,526.06	16,958.67	27.79
172.000 - Executive	161,084.00	161,084.00	28,083.12	133,000.88	17.43
215.000 - Administration and Clerk	31,156.00	31,156.00	6,037.03	25,118.97	19.38
228.000 - Information Technology	20,080.00	20,080.00	11,008.40	9,071.60	54.82

GL NUMBER	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	YTD BALANCE 08/31/2022	AVAILABLE BALANCE	% BDGT USED
247.000 - Board of Review	3,163.00	3,163.00	339.09	2,823.91	10.72
253.000 - Treasurer	107,712.00	107,712.00	10,195.07	97,516.93	9.47
257.000 - Assessor	58,507.00	58,507.00	5,901.11	52,605.89	10.09
262.000 - Elections	42,625.00	42,625.00	15,313.80	27,311.20	35.93
265.000 - Facilities - City Hall	49,785.00	49,785.00	2,239.25	47,545.75	4.50
266.000 - Legal Council	18,500.00	18,500.00	0.00	18,500.00	0.00
301.000 - Police Dept	7,900.00	7,900.00	3,949.58	3,950.42	49.99
301.266 - Legal Council PSFY	24,000.00	24,000.00	0.00	24,000.00	0.00
301.851 - Retiree Employer Health Care PSFY	28,004.30	28,004.30	3,917.30	24,087.00	13.99
334.000 - Metro Police Authority	1,126,733.00	1,126,733.00	276,160.25	850,572.75	24.51
336.000 - Fire Department	177,712.00	177,712.00	62,112.02	115,599.98	34.95
345.000 - PUBLIC SAFETY BUILDING	50,878.30	50,878.30	4,531.41	46,346.89	8.91
371.000 - Building/Zoning/Planning	118,653.00	118,653.00	6,340.97	112,312.03	5.34
444.000 - Sidewalks	6,200.00	6,200.00	0.00	6,200.00	0.00
448.000 - Lighting	106,000.00	106,000.00	2,942.08	103,057.92	2.78
523.000 - Grass, Brush & Weeds	2,000.00	2,000.00	50.00	1,950.00	2.50
567.000 - Facilities - Cemetery	945.16	945.16	225.55	719.61	23.86
694.000 - Community Development Block Grant	54,766.50	54,766.50	0.00	54,766.50	0.00
728.000 - Economic Development	650.00	650.00	0.00	650.00	0.00
780.000 - Parks & Recreation	6,256.77	6,256.77	3,682.14	2,574.63	58.85
780.500 - Mundy Twp Park Services	9,138.00	9,138.00	834.12	8,303.88	9.13
782.000 - Facilities - Abrams Park	98,420.82	98,420.82	5,127.84	93,292.98	5.21
783.000 - Facilities - Elms Rd Park	239,933.00	185,433.00	29,002.95	156,430.05	15.64

GL NUMBER	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	YTD BALANCE 08/31/2022	AVAILABLE BALANCE	% BDGT USED
786.000 - Non-Motorized Trailway	909,488.00	909,488.00	235,920.64	673,567.36	25.94
788.000 - Otterburn Disc Golf Park	31,000.00	31,000.00	0.00	31,000.00	0.00
790.000 - Facilities-Senior Center/Libr	34,373.58	34,373.58	4,113.02	30,260.56	11.97
794.000 - Community Promotions Program	52,814.00	52,814.00	6,164.58	46,649.42	11.67
797.000 - Facilities - City Parking Lots	11,715.00	66,215.00	146.71	66,068.29	0.22
851.000 - Retired Employee Health Care	26,550.00	26,550.00	1,582.56	24,967.44	5.96
965.000 - Transfers Out	155,000.00	155,000.00	0.00	155,000.00	0.00
TOTAL EXPENDITURES	3,808,808.16	3,808,808.16	734,699.75	3,074,108.41	
Fund 101 - General Fund:					
TOTAL REVENUES	3,618,644.92	3,618,644.92	1,811,770.53	1,806,874.39	50.07
TOTAL EXPENDITURES	3,808,808.16	3,808,808.16	734,699.75	3,074,108.41	19.29
NET OF REVENUES & EXPENDITURES	(190,163.24)	(190,163.24)	1,077,070.78	(1,267,234.02)	
Fund 202 - Major Street Fund					
Revenue					
000.000 - General	553,070.00	553,570.00	249,516.84	304,053.16	45.07
441.000 - Miller Rd Park & Ride	5,000.00	5,000.00	0.00	5,000.00	0.00
454.000 - Major Streets Projects	89,134.83	89,134.83	0.00	89,134.83	0.00
474.000 - Traffic Services	0.00	0.00	12,625.00	(12,625.00)	100.00
478.000 - Snow & Ice Removal	2,100.00	2,100.00	0.00	2,100.00	0.00
TOTAL REVENUES	649,304.83	649,804.83	262,141.84	387,662.99	
Expense					
228.000 - Information Technology	1,100.00	1,100.00	594.94	505.06	54.09
429.000 - Occupational Safety	0.00	0.00	41.70	(41.70)	100.00
441.000 - Miller Rd Park & Ride	5,822.00	5,822.00	413.18	5,408.82	7.10
448.000 - Lighting	0.00	0.00	6,014.00	(6,014.00)	100.00
449.500 - Right of Way - General	15,000.00	15,000.00	62.50	14,937.50	0.42
449.501 - Right of Way - Storms	15,000.00	15,000.00	0.00	15,000.00	0.00

GL NUMBER	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	YTD BALANCE 08/31/2022	AVAILABLE BALANCE	% BDGT USED
452.100 - Safe Routes to School Grant	132,105.00	132,105.00	0.00	132,105.00	0.00
454.000 - Major Streets Projects	317,842.00	317,842.00	22,032.65	295,809.35	6.93
463.000 - Routine Maint - Streets	389,213.00	389,213.00	261,203.37	128,009.63	67.11
463.307 - Oakview - Seymour to Chelmsford	29,000.00	29,000.00	0.00	29,000.00	0.00
474.000 - Traffic Services	34,213.00	34,213.00	6,996.04	27,216.96	20.45
478.000 - Snow & Ice Removal	53,515.00	53,515.00	480.79	53,034.21	0.90
482.000 - Administrative	15,382.00	15,382.00	1,793.36	13,588.64	11.66
538.500 - Intercommunity storm drains	11,000.00	14,055.00	750.00	13,305.00	5.34
TOTAL EXPENDITURES	1,019,192.00	1,022,247.00	300,382.53	721,864.47	
Fund 202 - Major Street Fund:					
TOTAL REVENUES	649,304.83	649,804.83	262,141.84	387,662.99	40.34
TOTAL EXPENDITURES	1,019,192.00	1,022,247.00	300,382.53	721,864.47	29.38
NET OF REVENUES & EXPENDITURES	(369,887.17)	(372,442.17)	(38,240.69)	(334,201.48)	
Fund 203 - Local Street Fund					
Revenue					
000.000 - General	173,525.00	302,525.00	128,565.25	173,959.75	42.50
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	0.00	1,400.00	0.00
931.000 - Transfers IN	300,000.00	300,000.00	0.00	300,000.00	0.00
TOTAL REVENUES	489,925.00	618,925.00	128,565.25	490,359.75	
Expense					
228.000 - Information Technology	850.00	850.00	594.94	255.06	69.99
449.500 - Right of Way - General	14,000.00	14,000.00	3,202.48	10,797.52	22.87
449.501 - Right of Way - Storms	1,500.00	1,500.00	0.00	1,500.00	0.00
455.000 - Local Street Projects	340,990.00	340,990.00	11,640.50	329,349.50	3.41
463.000 - Routine Maint - Streets	167,771.00	167,771.00	140,948.64	26,822.36	84.01

GL NUMBER	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	YTD BALANCE 08/31/2022	AVAILABLE BALANCE	% BDGT USED
474.000 - Traffic Services	18,559.00	18,559.00	410.01	18,148.99	2.21
478.000 - Snow & Ice Removal	39,561.00	39,561.00	421.09	39,139.91	1.06
482.000 - Administrative	11,535.00	11,535.00	1,344.99	10,190.01	11.66
538.500 - Intercommunity storm drains	14,000.00	17,055.00	750.00	16,305.00	4.40
TOTAL EXPENDITURES	608,766.00	611,821.00	159,312.65	452,508.35	
Fund 203 - Local Street Fund:					
TOTAL REVENUES	489,925.00	618,925.00	128,565.25	490,359.75	20.77
TOTAL EXPENDITURES	608,766.00	611,821.00	159,312.65	452,508.35	26.04
NET OF REVENUES & EXPENDITURES	(118,841.00)	7,104.00	(30,747.40)	37,851.40	
Fund 204 - MUNICIPAL STREET FUND					
Revenue					
000.000 - General	720,548.00	720,548.00	710,645.86	9,902.14	98.63
TOTAL REVENUES	720,548.00	720,548.00	710,645.86	9,902.14	
Expense					
905.000 - Debt Service	170,402.00	170,402.00	320.83	170,081.17	0.19
965.000 - Transfers Out	300,000.00	300,000.00	0.00	300,000.00	0.00
TOTAL EXPENDITURES	470,402.00	470,402.00	320.83	470,081.17	
Fund 204 - MUNICIPAL STREET FUND:					
TOTAL REVENUES	720,548.00	720,548.00	710,645.86	9,902.14	98.63
TOTAL EXPENDITURES	470,402.00	470,402.00	320.83	470,081.17	0.07
NET OF REVENUES & EXPENDITURES	250,146.00	250,146.00	710,325.03	(460,179.03)	
Fund 226 - Garbage Fund					
Revenue					
000.000 - General	445,285.00	445,285.00	444,452.17	832.83	99.81
TOTAL REVENUES	445,285.00	445,285.00	444,452.17	832.83	
Expense					
101.000 - Council	3,898.13	3,898.13	1,367.77	2,530.36	35.09
172.000 - Executive	9,158.50	9,158.50	2,238.20	6,920.30	24.44
215.000 - Administration and Clerk	2,159.00	2,159.00	462.60	1,696.40	21.43
228.000 - Information Technology	2,180.00	2,180.00	1,254.88	925.12	57.56

GL NUMBER	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	YTD BALANCE 08/31/2022	AVAILABLE BALANCE	% BDGT USED
253.000 - Treasurer	19,355.60	19,355.60	1,086.91	18,268.69	5.62
265.000 - Facilities - City Hall	4,963.00	4,963.00	533.34	4,429.66	10.75
528.000 - Sanitation Collection	324,619.00	324,619.00	27,315.85	297,303.15	8.41
530.000 - Wood Chipping	68,107.50	68,107.50	12,144.68	55,962.82	17.83
782.000 - Facilities - Abrams Park	12,645.00	12,645.00	2,672.99	9,972.01	21.14
783.000 - Facilities - Elms Rd Park	17,281.00	17,281.00	3,169.65	14,111.35	18.34
TOTAL EXPENDITURES	464,366.73	464,366.73	52,246.87	412,119.86	
Fund 226 - Garbage Fund:					
TOTAL REVENUES	445,285.00	445,285.00	444,452.17	832.83	99.81
TOTAL EXPENDITURES	464,366.73	464,366.73	52,246.87	412,119.86	11.25
NET OF REVENUES & EXPENDITURES	(19,081.73)	(19,081.73)	392,205.30	(411,287.03)	
Fund 248 - Downtown Development Fund					
Revenue					
000.000 - General	100,004.00	100,004.00	72,408.25	27,595.75	72.41
TOTAL REVENUES	100,004.00	100,004.00	72,408.25	27,595.75	
Expense					
173.000 - DDA Administration	2,804.00	3,504.00	2,500.00	1,004.00	71.35
728.000 - Economic Development	20,000.00	20,000.00	0.00	20,000.00	0.00
728.002 - Streetscape	42,000.00	42,000.00	40,000.00	2,000.00	95.24
728.003 - Facade Program	12,500.00	12,500.00	0.00	12,500.00	0.00
728.004 - Family Movie Night	6,960.00	6,960.00	495.00	6,465.00	7.11
TOTAL EXPENDITURES	84,264.00	84,964.00	42,995.00	41,969.00	
Fund 248 - Downtown Development Fund:					
TOTAL REVENUES	100,004.00	100,004.00	72,408.25	27,595.75	72.41
TOTAL EXPENDITURES	84,264.00	84,964.00	42,995.00	41,969.00	50.60
NET OF REVENUES & EXPENDITURES	15,740.00	15,040.00	29,413.25	(14,373.25)	
Fund 402 - Fire Equip Replacement Fund					
Revenue					
000.000 - General	75.00	75.00	(145.93)	220.93	(194.57)

GL NUMBER	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	YTD BALANCE 08/31/2022	AVAILABLE BALANCE	% BDGT USED
931.000 - Transfers IN	155,000.00	155,000.00	0.00	155,000.00	0.00
TOTAL REVENUES	155,075.00	155,075.00	(145.93)	155,220.93	
Fund 402 - Fire Equip Replacement Fund:					
TOTAL REVENUES	155,075.00	155,075.00	(145.93)	155,220.93	0.09
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES	155,075.00	155,075.00	(145.93)	155,220.93	
Fund 590 - Sanitary Sewer Fund					
Revenue					
000.000 - General	600.00	600.00	(511.09)	1,111.09	(85.18)
536.000 - Sewer System	1,301,140.00	1,301,140.00	(33,057.35)	1,334,197.35	(2.54)
TOTAL REVENUES	1,301,740.00	1,301,740.00	(33,568.44)	1,335,308.44	
Expense					
101.000 - Council	13,195.82	13,195.82	3,441.09	9,754.73	26.08
172.000 - Executive	34,242.00	34,242.00	8,016.84	26,225.16	23.41
215.000 - Administration and Clerk	10,082.50	10,082.50	1,593.93	8,488.57	15.81
228.000 - Information Technology	8,290.00	8,290.00	4,309.06	3,980.94	51.98
253.000 - Treasurer	63,194.00	63,194.00	6,921.27	56,272.73	10.95
265.000 - Facilities - City Hall	9,013.00	9,013.00	1,315.89	7,697.11	14.60
536.000 - Sewer System	1,151,619.59	1,151,619.59	14,107.79	1,137,511.80	1.23
537.000 - Sewer Lift Stations	13,098.00	13,098.00	812.41	12,285.59	6.20
542.000 - Read and Bill	48,097.00	48,097.00	8,305.64	39,791.36	17.27
543.400 - Reline Existing Sewers	400,000.00	400,000.00	0.00	400,000.00	0.00
543.401 - Flush & TV Sewers	250,000.00	250,000.00	0.00	250,000.00	0.00
850.000 - Other Functions	8,000.00	8,000.00	0.00	8,000.00	0.00
TOTAL EXPENDITURES	2,008,831.91	2,008,831.91	48,823.92	1,960,007.99	
Fund 590 - Sanitary Sewer Fund:					
TOTAL REVENUES	1,301,740.00	1,301,740.00	(33,568.44)	1,335,308.44	2.58
TOTAL EXPENDITURES	2,008,831.91	2,008,831.91	48,823.92	1,960,007.99	2.43

GL NUMBER	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	YTD BALANCE 08/31/2022	AVAILABLE BALANCE	% BDGT USED
NET OF REVENUES & EXPENDITURES	(707,091.91)	(707,091.91)	(82,392.36)	(624,699.55)	
Fund 591 - Water Supply Fund					
Revenue					
000.000 - General	1,100.00	1,100.00	817.31	282.69	74.30
540.000 - Water System	2,265,370.00	2,265,370.00	(54,493.49)	2,319,863.49	(2.41)
543.230 - Water Main Repair USDA Grant	0.00	0.00	13,163.00	(13,163.00)	100.00
TOTAL REVENUES	2,266,470.00	2,266,470.00	(40,513.18)	2,306,983.18	
Expense					
101.000 - Council	13,195.82	13,195.82	3,445.77	9,750.05	26.11
172.000 - Executive	34,344.00	34,344.00	8,196.07	26,147.93	23.86
215.000 - Administration and Clerk	10,007.50	10,007.50	1,975.84	8,031.66	19.74
228.000 - Information Technology	5,800.00	5,800.00	4,309.06	1,490.94	74.29
253.000 - Treasurer	82,499.50	82,499.50	5,592.96	76,906.54	6.78
265.000 - Facilities - City Hall	8,739.00	8,739.00	1,415.98	7,323.02	16.20
540.000 - Water System	2,397,276.40	2,397,276.40	158,485.48	2,238,790.92	6.61
542.000 - Read and Bill	50,310.00	50,310.00	3,683.85	46,626.15	7.32
543.230 - Water Main Repair USDA Grant	20,000.00	27,575.00	15,825.50	11,749.50	57.39
850.000 - Other Functions	10,000.00	10,000.00	0.00	10,000.00	0.00
905.000 - Debt Service	41,813.00	41,813.00	10,000.00	31,813.00	23.92
TOTAL EXPENDITURES	2,673,985.22	2,681,560.22	212,930.51	2,468,629.71	
Fund 591 - Water Supply Fund:					
TOTAL REVENUES	2,266,470.00	2,266,470.00	(40,513.18)	2,306,983.18	1.79
TOTAL EXPENDITURES	2,673,985.22	2,681,560.22	212,930.51	2,468,629.71	7.94
NET OF REVENUES & EXPENDITURES	(407,515.22)	(415,090.22)	(253,443.69)	(161,646.53)	
Fund 661 - Motor Pool Fund					
Revenue					
000.000 - General	167,355.00	167,355.00	22,412.71	144,942.29	13.39
TOTAL REVENUES	167,355.00	167,355.00	22,412.71	144,942.29	

GL NUMBER	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	YTD BALANCE 08/31/2022	AVAILABLE BALANCE	% BDGT USED
Expense					
172.000 - Executive	11,240.00	11,240.00	9,955.36	1,284.64	88.57
228.000 - Information Technology	760.00	760.00	712.26	47.74	93.72
253.000 - Treasurer	2,325.00	2,325.00	362.51	1,962.49	15.59
265.100 - Facilities - City Garage	335,386.00	455,840.54	179,899.72	275,940.82	39.47
850.000 - Other Functions	4,000.00	4,000.00	0.00	4,000.00	0.00
TOTAL EXPENDITURES	353,711.00	474,165.54	190,929.85	283,235.69	
Fund 661 - Motor Pool Fund:					
TOTAL REVENUES	167,355.00	167,355.00	22,412.71	144,942.29	13.39
TOTAL EXPENDITURES	353,711.00	474,165.54	190,929.85	283,235.69	40.27
NET OF REVENUES & EXPENDITURES	(186,356.00)	(306,810.54)	(168,517.14)	(138,293.40)	



**GENESEE COUNTY ROAD COMMISSION
PURCHASING OFFICE**

April 5, 2022

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

Subject: **2022-2023 - Winter Season—Item #32--Bulk Rock Salt**

Mr. Rob Bincsik:

This correspondence is to inform you that the Genesee County Road Commission Board of Commissioners approved the 2022-2023 Winter Season—Bulk Rock Salt Bid to the following company:

Detroit Salt Company
12841 Sanders Street
Detroit, MI 48217
Phone: (313) 841-5144

Due to the partnering/business relationship with the Genesee County Road Commission and the agencies that piggyback from our contract, Detroit Salt Company/CEO and the GCRC Purchasing negotiated the unit price of **\$69.90/ton** for the 2022-2023 Budget Year.

Each agency that is cooperatively purchasing from our salt bid will be responsible for ordering their salt separately. Salt will be ordered on an as needed basis.

Your projected usage of Salt for the 2022-2023 Winter Season is **1,100 tons**.

I would like to reiterate that you will be dealing directly with the vendor for ordering and invoicing of your salt.

If you have any questions, please contact me at (810) 767-4920, ext. 271 or email: sjaeger@gcrc.org.

Sincerely,

A handwritten signature in blue ink that reads "Stephanie Jaeger". The signature is written in a cursive, flowing style.

Stephanie Jaeger
Purchasing Administrator

September 13, 2022

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

Subject: Proposal for Engineering Services
Parking and Traffic Study on Miller Road (Hayes Street to Morrish Road)

We are aware of the City's desire to create a downtown atmosphere along Miller Road and are excited to submit this proposal for professional services for a parking and traffic study. This letter represents our scope of services, anticipated scheduled and estimated fee to complete the scope.

PROJECT DESCRIPTION

Miller Road currently exists a three-lane cross section from Hayes Street to Morrish Road with bike lanes and with pedestrian refuge islands just to the west of Hayes Street and Holland Drive. The City is looking for concepts to add on-street parking within the study limits. Concepts to be studied include a 2-lane cross-section with parking for the entire length, rerouting the existing bike lanes, as well as options to maintain left-turn lanes as needed. As part of the study, OHM will review the operations of the Miller Road at Morrish Road intersection, to determine if an eastbound left-turn lane is needed at the intersection. Ultimately, an exhibit will be prepared for the recommended option.

SCOPE OF SERVICES

Traffic Modeling - OHM will review, modify, and analyze previously created Synchro traffic models for the Miller Road at Morrish Road intersection. The models will be used to determine if the eastbound left-turn lane can be eliminated at the intersection, and if it cannot, determine the length of left turn-lane needed for the intersection to operate acceptably.

Concept Development – Based on the findings of the traffic modeling and geometric design guidelines, an exhibit will be created for the length of the study that shows where parking spaces can be added and the new cross-section between Hayes Street and Morrish Road. The exhibits plan to utilize existing CAD linework for the roadway and draw in the proposed configuration. The exhibit will take into consideration the number of lanes, parking, bike lanes and pedestrian crossings.

Review and Discussion – OHM will provide the exhibit to the City for review. A meeting will be scheduled to discuss the analysis results and the concept provided. Following the meeting, OHM will update and finalize the analysis results and prepare a technical memorandum to accompany the recommended concept.

SCHEDULE AND COMPENSATION

Once notification to proceed is received, the exhibit can be completed and delivered to the City within two weeks. Engineering services will be performed on an hourly not-to-exceed basis in accordance with OHM's enclosed *Standard Terms and Conditions* for an amount not-to-exceed **\$5,000.00**. Any requested work not



covered under this scope will be an extra service and will be billed on a time and materials basis utilizing OHM's current rate schedule.

ACCEPTANCE

We truly are thankful for this opportunity to provide professional traffic engineering services. Should you find this agreement acceptable, please execute a copy and return to us to serve as authorization to proceed. If you have any questions, please feel free to contact Andy Harris at 810.396.4374.

Sincerely,
OHM Advisors

Steven M Loveland, PE, PTOE
Senior Project Manager

Attachments: Standard Terms and Conditions

**City of Swartz Creek
Parking and Traffic Study on Miller Road (Hayes Street to Morrish Road)**

Accepted By: _____

Title: _____

Date: _____

TERMS & CONDITIONS



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

17. OPINIONS OF PROBABLE COST. OHM ADVISORS preparation of Opinions of Probable Cost represents OHM ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.
18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
20. CONSTRUCTION OBSERVATION. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
21. HAZARDOUS MATERIALS. As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.
22. WAIVER OF CONSEQUENTIAL DAMAGES. The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
23. WAIVER OF SUBROGATION. The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
24. THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
25. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.
26. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.

*Connie Olger
Rob Brnsik*

Bid For: *Snowplowing 2022-2025* Bid Opening: *9-22-22 @ 2pm*

Name and Address	Email Address	Phone #	Want Packet	Date sent	Bid Total
<i>Ace Outdoor Services P.O. Box 779 Grand Blanc, Mi. 48480</i>	<i>Awhitener@ aceoutdoor-services. com</i>	<i>810-820-8313</i>	<i>yes</i>	<i>9/6/22 mailed</i>	<i>\$674- lots \$275 sidewalk</i>
<i>T's P.O. Box 714 Swartz Creek, Mi. 48473</i>	<i>terrsherol@ gmail.com</i>	<i>810-347-5207</i>	<i>yes</i>	<i>9/6/22 mailed</i>	<i>\$925 Lots \$100 sidewalk</i>
<i>Michigan DPN, LLC 9205 North Island Dr. Flushing, Mi. 48433</i>	<i>kschwie.man@ comcast.net don schwie.man</i>	<i>586-255-0138</i>	<i>yes</i>	<i>9/7/22 mailed</i>	

REJECTION/AWARD OF BIDS:

The City of Swartz Creek reserves the right to reject any and all bids or any portion of any bid, which in its opinion, is not in the best interest of the City and to award the bid or bids according to City's interest.

**CITY OF SWARTZ CREEK
SPECIFICATIONS AND INFORMATION
FOR SNOW PLOW BIDS – PAGE 2**

SNOW PLOWING AREAS

- 1. **MORRISH-MILLER ROAD PARKING LOT** (south west corner) – Open hours are 6:00 a.m. to Midnight, Monday through Sunday.

For net sum of \$ 45⁰⁰

- 2. **NORTH MORRISH ROAD PARKING LOT** (west side, north of Lasers) – Open hours are 6:00 a.m. to Midnight, Monday through Sunday. The alleyway snow is to be plowed to the North side of the alleyways. In the parking lot the snow may be stockpiled to the West end or North side.

For net sum of \$ 45⁰⁰

- 3. **MUNICIPAL BUILDING, PERKINS LIBRARY-SENIOR CENTER PARKING LOT** – Open hours are 7:45 a.m. to 8:00 p.m., Monday through Saturday

Generally, the snow should be plowed to the North End of the parking lot. Contractor is to clear snow from the ten (10') foot sidewalk between the Northerly parking islands. Snow is not to be pushed into the East-West sidewalk at the South end of the lot.

Parking Area \$ 150⁰⁰
Sidewalks \$ 72⁰⁰

- 4. **HOLLAND DRIVE PARKING LOT** – Open hours are 6:00 a.m. to Midnight, Monday through Sunday.

Parking Area \$ 45⁰⁰

- 5. **PUBLIC SAFETY BUILDING PARKING LOTS AND CIVIC DRIVE TO A POINT JUST WEST OF FIRST DRIVEWAY** – No closed time – Open hours are twenty-four hours per day, seven days a week – preferably snow removal before 6:00 a.m. – Snow is not to be plowed on sidewalks.

Parking Area \$ 100⁰⁰
Sidewalks \$ 62⁰⁰

- 6. **PARK AND RIDE LOT** (Miller, east of I-69) 124' X 200'

For net sum of \$ 70⁰⁰

7. **5012 HOLLAND – VACANT LOT**

For the net sum of \$ 45⁰⁰

Sidewalks \$ 40⁰⁰

GRAND TOTAL OF AREA 1 THROUGH 7 \$ 674⁰⁰

NOTE: ALL SIDEWALKS OPENINGS WILL BE CLEARED OF SNOW BEFORE 8 AM

**CITY OF SWARTZ CREEK
SPECIFICATIONS AND INFORMATION
FOR SNOW PLOW BIDS – PAGE 3**

AS NEEDED SIDEWALK AREAS

City Sidewalk Clearing Areas

The following sidewalks will be done only at the request of the City of Swartz Creek on an occurrence basis and will be Part of Parking Lot Bid Award

1. Morrish Road from Fortino Drive to Wade/Ingalls St
2. Miller Road from Fortino Drive to Third Street – Both sides of the road
3. Fortino Drive from Miller to Morrish

Sidewalks Total 1-3 \$ 275⁰⁰

Residential Sidewalk Clearing

Intent

The intent of ordinance enforcement is to keep as much of the utilized sidewalk network clear of ice and snow as possible, as soon as possible after a winter event. The city will do so by informing the public of expectations and by clearing violators' sidewalks if they fail to do so. Fees levied for clearing such sidewalks will be billed to owners as a way to

the sidewalk are required. These must be taken immediately prior to and immediately after the clearing. A photo of the address is also to be captured, if available. An additional administration/documentation fee may be charged by the contractor. The contractor and the city shall have prices established for the clearing of the sidewalks, each lot should have a fixed price documentation fee included, based upon the following pricing schedule:

Fixed Price Small Lot 0' – 66': \$ 50⁰⁰

Fixed Price Medium Lot 67' – 120': \$ 75⁰⁰

Fixed Price Large Lot 121' or greater: \$ 100⁰⁰

Fixed Price per foot of sidewalk: \$ 1 (over 121')

Fixed Price Documentation Fee (per lot): \$ 10⁰⁰

Snow Falls Over 6" percentage increase per foot: 50 %

The invoice, including above data, must be approved by the DPW director in each case prior to payment.

Company Name Ace outdoor services LLC

Address P.O. Box 779 Grand Blanc, MI 48480

Phone 810-820-8313 / 810-444-1559

Contact Name Aaron Whitener

T's

REJECTION/AWARD OF BIDS:

The City of Swartz Creek reserves the right to reject any and all bids or any portion of any bid, which in its opinion, is not in the best interest of the City and to award the bid or bids according to City's interest.

**CITY OF SWARTZ CREEK
SPECIFICATIONS AND INFORMATION
FOR SNOW PLOW BIDS – PAGE 2**

SNOW PLOWING AREAS

1. **MORRISH-MILLER ROAD PARKING LOT** (south west corner) – Open hours are 6:00 a.m. to Midnight, Monday through Sunday.

For net sum of \$ 85.00.

2. **NORTH MORRISH ROAD PARKING LOT** (west side, north of Lasers) – Open hours are 6:00 a.m. to Midnight, Monday through Sunday. The alleyway snow is to be plowed to the North side of the alleyways. In the parking lot the snow may be stockpiled to the West end or North side.

For net sum of \$ 85.00.

3. **MUNICIPAL BUILDING, PERKINS LIBRARY-SENIOR CENTER PARKING LOT** – Open hours are 7:45 a.m. to 8:00 p.m., Monday through Saturday

Generally, the snow should be plowed to the North End of the parking lot. Contractor is to clear snow from the ten (10') foot sidewalk between the Northerly parking islands. Snow is not to be pushed into the East-West sidewalk at the South end of the lot.

Parking Area \$ 150.00
Sidewalks \$ 80.00

4. **HOLLAND DRIVE PARKING LOT** – Open hours are 6:00 a.m. to Midnight, Monday through Sunday.

Parking Area \$ 85.00

5. **PUBLIC SAFETY BUILDING PARKING LOTS AND CIVIC DRIVE TO A POINT JUST WEST OF FIRST DRIVEWAY** – No closed time – Open hours are twenty-four hours per day, seven days a week – preferably snow removal before 6:00 a.m. – Snow is not to be plowed on sidewalks.

Parking Area \$ 125.00
Sidewalks \$ 85.00

6. **PARK AND RIDE LOT** (Miller, east of I-69) 124' X 200'

For net sum of \$ 95.00

7. 5012 HOLLAND – VACANT LOT

For the net sum of \$ 85.00

Sidewalks \$ 50.00

GRAND TOTAL OF AREA 1 THROUGH 7 \$ 710.00 For plowing lots 215.00 For sidewalk 925.00 Total

NOTE: ALL SIDEWALKS OPENINGS WILL BE CLEARED OF SNOW BEFORE 8 AM

CITY OF SWARTZ CREEK
SPECIFICATIONS AND INFORMATION
FOR SNOW PLOW BIDS – PAGE 3
AS NEEDED SIDEWALK AREAS

City Sidewalk Clearing Areas

The following sidewalks will be done only at the request of the City of Swartz Creek on an occurrence basis and will be Part of Parking Lot Bid Award

1. Morrish Road from Fortino Drive to Wade/Ingalls St
2. Miller Road from Fortino Drive to Third Street – Both sides of the road
3. Fortino Drive from Miller to Morrish

Sidewalks Total 1-3 \$ 100.00

Residential Sidewalk Clearing

Intent

The intent of ordinance enforcement is to keep as much of the utilized sidewalk network clear of ice and snow as possible, as soon as possible after a winter event. The city will do so by informing the public of expectations and by clearing violators' sidewalks if they fail to do so. Fees levied for clearing such sidewalks will be billed to owners as a way to

the sidewalk are required. These must be taken immediately prior to and immediately after the clearing. A photo of the address is also to be captured, if available. An additional administration/documentation fee may be charged by the contractor. The contractor and the city shall have prices established for the clearing of the sidewalks, each lot should have a fixed price documentation fee included, based upon the following pricing schedule:

Fixed Price Small Lot 0' – 66': \$ 65.⁰⁰

Fixed Price Medium Lot 67' – 120': \$ 80.⁰⁰

Fixed Price Large Lot 121' or greater: \$ 90.⁰⁰

Fixed Price per foot of sidewalk: \$ 3.⁰⁰

Fixed Price Documentation Fee (per lot): \$ 5.⁰⁰

Snow Falls Over 6" percentage increase per foot: 25 %

The invoice, including above data, must be approved by the DPW director in each case prior to payment.

Company Name T's Lawn Care & Snow Removal

Address P.O. BOX 74 S.W. Creek 48473

Phone (810) 347-5207

Contact Name Terrence S.



ASPHALT MANAGEMENT INC.

5248 W. Pierson Rd.
Flushing, MI 48433

Phone: (810) 659-5400 Fax: (810) 249-5391

www.asphaltmanagementinc.com

Email: sales@asphaltmanagementinc.com

Price reflects cracks within city limits

Estimate # 13800

Date: 9/21/2022

City of Swartz Creek
Elms Rd. - North of tracks to
Fireside Coffee

Customer Contact: Rob Bincsik
Customer Phone: 810-955-5978
Customer E-mail: rbincsik@cityofswartzcreek.org

Job Location: Elms Rd.

Item	Description	Total
Hot Crack Repair	22,000 linear ft. (no alligatored areas) * Hot air blow cracks with heat lance to remove loose dirt and debris to improve adhesion. * Widen cracks as needed to accept material. This provides a uniform width. * Fill and seal crack with crackfiller that will meet or exceed federal specifications. * Broadcast silica sand over rubber when needed.	16,500.00
Hot Crack Repair	20,000 linear ft. - 40,000 linear ft. = \$.75 per foot (for average cracks) 40,001 linear ft. - 100,000 linear ft. = \$.70 per foot (for average cracks)	
Price increase Disclai...	Prices are subject to change: Due to the volatile market and ever changing prices effecting our industry, unfortunately we can not guarantee our prices. Due to climbing fuel prices and material shortages our costs have gone up and continue to change. We will do everything we can to continue to provide you with the highest quality products and services. Thank you for your patience and understanding.	

Payment due upon completion of job unless arrangements are made prior to begining of work

Signature _____

Date of Acceptance _____

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Legal fees and court costs incurred in the collection of monies owed according to this contract will be borne by the customer.

There shall be a (1) year guarantee on the materials and workmanship. Work to be performed can only be guaranteed if area that Asphalt Management Inc. repaired is failing due to our materials or workmanship. We can not guarantee any repair if the area around the repair is already cracked, damaged, failed or has defects in sub-base. The guarantee shall be limited to the replacement of the material and application of same. Any alteration or derivation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the contract price. All agreements contingent upon strikes, accidents or delays beyond our control. Owner of property to provide fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensaton Insurance.

September 22, 2022

From: firechief@scafd.com
To: "Tom Spillane"; Adam Zettel
Subject: Breathing Apparatus Quote Approval Request
Date: Thursday, September 22, 2022 5:08:08 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[Breathing Apparatus Quote.pdf](#)

Good evening Adam and Tom,

Attached is a quote received for the new Air Packs. The Fireboard has authorized me to bring this to the municipalities for approval. I am requesting from the municipalities \$127,685.50 ea. (for a Total of \$255,371) for the purchase of new air packs.

Our current units has an end of life on May 2023 and the manufacturer no longer makes parts and is no longer in the "air pack" business. I will need to have these in service before the 1st part of May. I would like to order these as soon as possible to get them in time to put into service and train. I am concerned about the supply chain issues that have been occurring and do not want to risk not getting them in time. The railways for example just averted a strike and there is no telling what other issues we may face. For example, I ordered a hose tester in the middle of 2021 and did not receive it until this year, nearly 9 months after I ordered it.

It should be noted that this quote includes the equipment and the training to allow our staff to repair, test and certify these units as required each year. We have staff on hand that are currently certified to repair and test our current units. This is a significant cost savings to us as well as cuts down time a unit is out of service.

Payment is not due until delivery, which is currently estimated at 8-10 weeks, but could change. Please let me know when you would like me to come in and speak to the council/board.

Respectfully,

David J. Plumb – CFI-I

Fire Chief

Swartz Creek Area Fire Department
8100-b Civic Dr
Swartz Creek Mi, 48473
810-635-2300 Office
810-965-4573 Cell





2655 N Meridian Rd #6
Sanford, MI 48657

Quote

Quote # QT1618512
Date 09/13/2022
Expires 11/01/2022
Sales Rep Dorr, David
PO # 3M Scott X3 Pro SCBAs
Shipping Method FedEx Ground
Customer SWARTZ CREEK AREA FIRE DEPT (MI)
Customer # C241586

Bill To

SWARTZ CREEK AREA FIRE DEPT (MI)
8100 CIVIC DRIVE B
SWARTZ CREEK MI 48473
United States

Ship To

Attn: Steve Tabit
SWARTZ CREEK AREA FIRE DEPT (MI)
8100 CIVIC DRIVE B
SWARTZ CREEK MI 48473
United States

Item	Alt Item #	Units	Description	QTY	Unit Price	Amount
X8914026305A04			Air-Pak X3 Pro SCBA (2018 Edition) with Snap-Change, Parachute Buckles, 4.5, Standard, No Accessory Pouch, E-Z Flo C5 Regulator with Quick Disconnect Hose (Rectus-type fittings), Universal EBSS, None, No, SEMS II Pro, No Case, 2 SCBA Per Box	30	\$6,361.00	\$190,830.00
200129-01			Snap-Change Cylinder, Carbon-Wrapped, Pressure 4500, 45 Minutes (at 40 lpm)	60	\$600.00	\$36,000.00
FP1MK0002M10010			C5,M,KV,RDI/BCH, MOT, EN, Radio Direct Interface Facemask with Battery. Bone Conductive. Sizes: Small, Medium, Large	10	\$1,325.00	\$13,250.00
Scott X3	CF5V2DH0		CF5V2DH0 Scott X3 Radio Direct Interface Battery Charger - Double Charger, Hard wired Supply	2	\$695.00	\$1,390.00
FP1MK0100000000			Vision C5, Medium, Kevlar® Headnet, Neck Strap Accessory Standard C5 Facemask. Sizes: Small, Medium, Large	20	\$365.00	\$7,300.00
FP1MK0000000000			Vision C5 Facepiece (NIOSH/NFPA Approved) Medium Face Seal, Kevlar Headnet, No Spare Headnet Standard C5 Facemask. Sizes: Small, Medium, Large	3	\$325.00	\$975.00
200954-32			RIT-PAK III,4.5,LG,C5,RECTUS	1	\$3,490.00	\$3,490.00
804723-01			(HM) CYL&VLV CARBON 60	1	\$680.00	\$680.00
OHD	9513-0550F		9513-0550F Custom OHD Scott C5 Fit Test Adapter for Quantifit System - Single Quarter Turn / Kit #55F	1	\$425.00	\$425.00
805381-05			Posi3 USB Interface Kit Posi-Start Up Kit / Includes needed hoses, adaptors, tool kit, and Posi-Chek Software (see attached page)	1	\$4,780.00	\$4,780.00
31003035			MANIFOLD,HI PRESSURE,4500 PSI High-Pressure Manifold for Posi-Chek System (this may not be needed)	1	\$1,310.00	\$1,310.00
MB1-100			S.M. Smith Co. Black Fleece Square Mask Bag	33	\$17.00	\$561.00
200423-01			ADAPTER, CBRN 40MM	10	\$75.00	\$750.00
052683			P100 CARTRIDGE,40MM	10	\$13.00	\$130.00
Used Airpak Credit	Trade-In Value for 26 ISI Z7 SCBAs, 40 Z7 Facemasks, and 2 ISI RIT Bags		Trade-In Value for 26 ISI Z7 SCBAs, 40 Z7 Facemasks, and 2 ISI RIT Bags	1	(\$6,500.00)	(\$6,500.00)





Quote

Quote #

QT1618512

Date

09/13/2022

2655 N Meridian Rd #6
Sanford, MI 48657

- * No shipping cost on products listed below., if ordered as one purchase.
- * See attached letter answering questions from RFP.
- * Delivery time with standard cylinders - no special lettering 8 to 10 weeks.
- * Delivery time with cylinders that have "SCAFD" printed on them - 20 to 26 weeks.
- * Cost to letter cylinders with "SCAFD" is an additional cost of \$75 per cylinder for a total additional cost of \$4575 (61 cylinders).
- * Individual numbering of cylinders with inventory numbers is no longer available. Each 3M Scott cylinder already has a RFID tag located in the valve of each cylinder that can be used for inventory purposes with the correct reader.

Subtotal	\$255,371.00
Shipping Cost	\$0.00
Tax Total	\$0.00
Total	\$255,371.00

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



City of Sanford Packet