

CITY OF SWARTZ CREEK
Park and Recreation Advisory Board
Wednesday, July 6, 2022, 5:30 P.M.
Paul D. Bueche Municipal Building
Agenda

1. CALL TO ORDER:
2. ROLL CALL: James Barclay, Sandi Brill, Connie Olger,
Samantha Fountain, Mark Gonyea, George Hicks, Rae Lynn
Hicks, Krystle Lynch, Trudy Plumb
3. APPROVAL OF AGENDA:
4. APPROVAL OF MINUTES :
5. MEETING OPEN TO PUBLIC:
6. COMMUNICATIONS TO BOARD:
 - A. June 1, 2022 Minutes
 - B. Staff Letter
 - C. Grant Writer Proposal
 - D.
7. REPORTS:
 - A. DPW Director & City Manager
 - B.
8. BUSINESS:
 - A. Grant Writer
 - B. Park Plan Update
 - C. Slip and Slide
 - D. BC Park Name
 - E.
9. MEETING OPEN TO PUBLIC:
10. BOARD MEMBER COMMENTS:
11. ADJOURNMENT:

**CITY OF SWARTZ CREEK
VIRTUAL PARK AND RECREATION ADVISORY BOARD
ACCESS INSTRUCTIONS
WEDNESDAY, JULY 6, 2022 5:30 P.M.**

The **July 6, 2022 Park Board meeting** will commence at 5:30 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: City of Swartz Creek Park & Recreation Board Meeting

Time: July 6, 2022 05:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/83096401128>

Meeting ID: 830 9640 1128

One tap mobile

+13017158592,,83096401128# US (Washington DC)

+13126266799,,83096401128# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 830 9640 1128

Find your local number: <https://us02web.zoom.us/j/83096401128>

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, and city 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 Zoom application or by dialing *9 on their phone.

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 BOARD OR Commission

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
SWARTZ CREEK, MICHIGAN
PARK AND RECREATION ADVISORY BOARD
MINUTES OF REGULAR MEETING
PAUL D. BUECHE MUNICIPAL BUILDING
JUNE 1, 2022

Meeting called to order at 5:30 p.m. by Chairperson Barclay

Members Present: Sandi Brill, Mark Gonyea, Jim Barclay, Krystle Lynch, Rae Lynn Hicks, George Hicks, Connie Olger.

Members Absent: Samantha Fountain, Trudy Plumb.

Staff Present: Adam Zettel, Rob Bincsik.

Others Present: Ken Brill, Mike Suchodolski.

Virtually Present: Samantha Fountain.

APPROVAL OF AGENDA: Motion by R. Hicks to approve the agenda as of June 1, 2022, support by Gonyea.

Unanimous Voice Vote.
Motion Declared Carried.

APPROVAL OF MINUTES: Motion by Brill to approve minutes of April 6, 2022, support by Gonyea.

Unanimous Voice Vote.
Motion Declared Carried.

MEETING OPEN TO THE PUBLIC: Ken Brill 5352 Greenleaf questioned how often Abrams Park was being mowed. Mr. Bincsik replied it is on a weekly schedule.

Mike Suchodolski gave an update on the Disc Golf. The fundraiser went well, and they raised around \$800. The board asked Mike to consider putting on the Slip & Slide event this year and the Disc Gold could keep the proceeds. A tentative date of August 13th was set and reserved pavilions at Elms Park. Mr. Suchodolski will get back with board to let them know if he could get enough volunteers to proceed.

COMMUNICATIONS TO THE BOARD:

- A. April 6, 2022, Minutes
- B. Staff Letter
- C. Draft Survey

REPORTS:

- A. DPW Director & City Manager: Adam Zettel trail is going good except waiting on the relocation of some Consumer Energy poles. Still waiting on the gates at Elms to be installed. Signage at the parks will increase.

BUSINESS:

- A. Park Plan Survey Discussion: Boardmembers reviewed the Sample Five Year Park Plan Survey 2022 and made changes. Mr. Zettel will forward the finalized survey to OHM.
- B. Grants: James Barclay attended Mundy Township meeting and they hired a grant writer. He questioned if we should think about doing that. Mr. Zettel responded with information on the process of grants and requirements on most of them but will check into it.

MEETING OPEN TO PUBLIC: Ken Brill inquired about Abrams Park and the electricity availability at the pavilions. He felt if we offered electricity the pavilions may have more rental activity. Mr. Zettel & Mr. Bincsik responded they we have discussed making it available at one of the pavilions, we just need to have an electrician look at it.

Samantha Fountain questioned if movie night was still happening this summer. Mr. Zettel responded that only 2 movies are scheduled due to FD volunteers.

BOARD MEMBER COMMENTS: Sandi Brill asked that the board consider equipment for kids with disabilities at the parks.

Rae Lynn Hicks commented on the flowers looking good and thanked the GFWC for doing those.

James Barclay questioned who put the chain up at Elms Park by the youth athletics field. Mr. Bincsik responded DPW put it up temporarily due to vehicle damage.

Motion by Gonyea, adjourn the meeting, supported by G. Hicks.

Unanimous Voice Vote.

Motion Declared Carried.

ADJOURNMENT: Meeting adjourned at 6:51 p.m.

NEXT MEETING: July 6 , 2022, 5:30 p.m.

Connie Olger, Secretary



Adam Zettel, AICP

City Manager

azettel@cityofswartzcreek.org

Date: June 30, 2022

To: Park Commissioners
From: Adam Zettel, AICP
RE: July 6, 2022 Park Board Meeting

Hello everyone,

We will be meeting at 5:30 p.m. on Wednesday, July 6, 2022. This will be an in-person attendance located at the city offices. We have some new and old business alike, along with updates. Concerning basic updates, Elms Park gates are going in, seriously! The Genesee Valley Trail is coming along nicely and should be complete within a week or two. The Elms trail loop is also complete between the dog park and back parking area. We hope to get more millings to extend this. We have also added picnic tables to BC Park and the civic campus.

Concerning the other business, we continue to move forward on the park plan. At this point, we do have a survey out. I do not imagine much will happen until that is further along, but we may still have some discussion. The survey can be found by clicking [here](#).

We also have the slip and slide set for August 13th. It appears that the disc golf group, park board, and fire fighters have been coordinating towards another successful event. We will take some time to fine tune this at the meeting. If anyone has been liaising with the fire department volunteers, please bring an update. I will look to reach out myself.

Lastly, there is an interesting opportunity that Jim brought up a meeting or two back. The city is considering the services of a professional grant writer. This is a need that we feel may help us along as we look at novel ways to fund our projects, including Otterburn Park. To date, the city has had success with conventional grants, such as the DNR Trust Fund and MDOT Transportation Alternatives. However, we have not been politically active in seeking federal or state earmarks.

This spring, we replied to a request for projects from Dan Kildee's office. We were not selected. However, during our debriefing with his staff, it appears we have a strong shot at next year and were encouraged to try again.

8083 Civic Drive

Swartz Creek Michigan 48473

Phone: (810)-635-4464

Fax: (810)-635-2887

www.cityofswartzcreek.org

<ftp://cityofswartzcreek.org>

July 6, 2022
Park Board

This may be fortuitous timing for Swartz Creek to ramp up a lobbying effort and pursue such funds. To that end, I asked the Mundy Township contract grant writer to send a proposal our way to consider. This person is strongly recommended by the township and was noted by some of our members that have been engaging the Mundy Township Park Board. I have her proposal on the agenda for discussion. This was well received in discussion by the council, and I do expect to have her join our meeting.

Lastly, we will check in on our thoughts regarding the naming of Bicentennial Park (BC Park).

Contact me with additional future agenda items, questions, or comments.

Sincerely,



Adam H. Zettel, AICP
City Manager
City of Swartz Creek
azettel@cityofswartzcreek.org

Professional Services Agreement

Contract Not to Exceed \$12,000.00

Term:

PARTIES: This Agreement is made this 15th day of July 2022 between City of Swartz Creek hereinafter called CSC and DAVIS KIRKSEY ASSOCIATES, INC., hereinafter called CONTRACTOR.

City of Swartz Creek

DAVIS KIRKSEY ASSOCIATES, INC

(CSC)

(CONTRACTOR)

8083 Civic Drive

1337 North Acre Drive

Swartz Creek, MI 48473

Rochester Hills, MI 48306

1. **CONSIDERATION**

In consideration of the mutual promises, obligations, representations, assurances and agreements in this Agreement, CSC and Contractor agree to be bound by the terms and conditions herein.

2. **SCOPE OF CONTRACTOR'S SERVICES**

Contractor shall perform the work and give services as follows. All such work and services shall be under the supervision of CSC.

- A. Aid in actively pursuing federal grant and funding opportunities for CSC for the development of Otterburn Park.
- B. Aid in forming and supporting partnerships with other organizations and governmental entities.

3. **TERM**

The term of this Agreement *begins* **July 15, 2022**, and unless otherwise ended, canceled, or amended as provided herein ends 11:59:59 PM on **July 15, 2023**, at which time this Agreement expires without any further act or notice of either party being required.

4. **TERM EXTENSIONS**

The parties may mutually agree to renew or extend the term of this Agreement, but the parties are under no obligation to do so.

5. **CONTRACTOR'S REPRESENTATIONS**

Contractor stands for and calls for to CSC and CSC relies on, the following facts as material inducement to enter into this Agreement.

- A. Contractor is not related to any employee or elected or appointed official of CSC.
- B. All services performed hereunder will be performed in a manner that follows all applicable statutes, regulations, ordinances, and professional standards.
- C. Contractor will pay Contractor's own local, state, and federal taxes, including without limitation, social security taxes and unemployment compensation taxes and will file tax return(s) with the proper federal, state, and local authorities.
- D. Contractor keeps a business office at the address listed above.
- E. Contractor will not seek employment as an employee of CSC during the term of the contract.
- F. Nothing in this Agreement is intended to set up an employer-employee relationship with CSC.

6. **CONTRACTOR RELATIONSHIP**

Contractor's relationship to CSC is that of an Independent Contractor. This Agreement shall not cause CSC to be liable for, or Contractor to accrue, employee benefits such as, but not limited to, worker's compensation, retirement, pension, vacation, pay, sick pay, merit increases, annual leave days, promotion, disability pay insurance of any kind or any other right or liabilities that may raise out of an employer-employee relationship.

7. **PAYMENT**

Retainer/1st payment

Upon Full execution of agreement, a retainer for \$3,000 shall be paid to secure the agreement.

Flat Monthly Rate-

2nd Flat Rate Payment of \$3,000 due on November 15, 2022.

3rd Flat Rate Payment of \$3,000 due on March 15, 2023.

4th and final Flat Rate Payment of \$3,000 due on July 15, 2023

Contractor shall send an invoice to CSC for the balance of payment for the work or services performed.

CSC shall have no obligation to remit payment until a proper invoice is sent. CSC shall provide to Contractor a proper contact to send an invoice to CSC on a scheduled prompt basis for a flat

professional services rate. CSC shall supply prompt payment according to the terms of the Professional Services Agreement as set forth.

8. **IN-KIND SERVICES**

This agreement does not authorize any in-kind services unless previously agreed by CSC and specifically listed here.

9. **CONTRACTOR'S RESPONSIBILITY FOR COSTS**

Contractor is responsible at Contractor's sole expense for getting any necessary equipment and supplies not otherwise provided by CSC. Contractor shall bear and be responsible and liable for all costs and expenses incidental to Contractor's performance of services for CSC, including but not limited to professional dues, association fees, license fees, fines, and penalties. CSC shall not be liable for any expenses incurred by Contractor in performing work or services for CSC unless the parties otherwise agree.

10. **AUDIT**

Contractor shall allow CSC auditors to perform financial and compliance audits as proper with the authority to access all pertinent records and interview Contractor throughout the term of the Agreement and for a period of ONE YEAR (1) year after end, termination, or cancellation of the Agreement.

11. **CSC RESPONSIBILITY FOR SUPPORT**

CSC shall try to supply reasonable and necessary support including but not limited to needed analytical, statistical, or departmental information, resources or any other information considered proper by the parties in the spirit of good faith and cooperation for Contractor to conduct, complete or otherwise perform work or render the services under this Agreement.

12. **ACCESS TO CSC FACILITIES**

While Contractor keeps the right to perform services at any time any services require access to CSC facilities may only be performed during the CSC regular business hours.

13. **CONFIDENTIALITY**

Contractor agrees that except for Contractor's personal data, resources and information, all data, documentation, software, and information. in whatever form, produced, created, showed to, or received by Contractor in connection with the performance of work, or the rendition of services under this Agreement shall be the sole and exclusive property of CSC. Contractor shall treat such data, documentation, software and information on a confidential basis and Contractor shall not, without CSC consent, show the same to any third party or use it for the benefit of anyone other than CSC. Contractor's responsibility to maintain confidentiality benefit of anyone other than CSC Contractor's responsibility is to keep confidentiality of information shall survive and continue beyond any termination, cancellation, amendment, or expiration of this Agreement.

14. **NON-EXCLUSIVITY**

Nothing contained in this Agreement is intended to prevent Contractor from offering or supplying services to the public or other business entities, municipalities, or governmental agencies, during or after the term of this Agreement, or from working for more than one firm, entity, or agency during the term of this Agreement. Contractor may supply services to others during the periods when Contractor is not engaged in performing services for CSC. This Agreement is a non-exclusive agreement and CSC may engage other contractors, consultants, or employees to perform the same services Contractor performs.

16. **PERSONAL SERVICE NON-ASSIGNABILITY**

This Agreement is intended to be a professional service contract with Contractor, personally based on Contractor's unique skill, talent, ability, and experience. The work performed and the services to be rendered hereunder shall be performed by the Contractor personally and such work or services may not be assigned, delegated, subcontracted, or otherwise performed or rendered by third parties on behalf of the Contractor without the prior, express permission of CSC.

17. **CONTRACTOR'S INABILITY TO PERFORM**

In the event Contractor is unable to perform the services required under this Agreement within the time or in the manner which performance is due. Contractor stays solely responsible for complete performance which includes but is not limited to, the retention of an assistant who is satisfactory to CSC in the event Contractor foresees that she will be unable to perform such services when due. All assistants employed by Contractor are employed at Contractor's own expense (including taxes and insurance) and Contractor stays solely responsible for and fully liable for the conduct and supervision of any assistants it employs. Contractor calls for that any services performed by Contractor's assistants shall fully follow the terms of this Agreement and shall be of the same quality of service as Contractor has customarily provided to CSC. All assistants employed by Contractor shall be considered employees of the Contractor and not employees, agents, or sub-contractors of CSC.

18. **TERMINATION**

This Agreement may be terminated or canceled by either party upon the occurrence of any of the following events and the terminating/canceling party shall have no liability to the other party in the exercise of such right:

- A. By either party, if the other party has breached a covenant, obligation or warranty under this Agreement and such breach, remains uncured for a period of ten (10) days after notice thereof is sent to such other party.
- B. By either party if Contractor ceases to conduct business or.
- C. By CSC, if Contractor does not correct or resubmit previously rejected work, service or deliverable that Contractor is responsible for under the Agreement.
- D. This Agreement may be stopped or canceled by either party for convenience on thirty (30) days prior written notice to the other party.

In the event either party stops, cancels or this agreement expires. CSC shall have no further liability to Contractor, except to pay Contractor for the works or services performed by Contractor

before the notice of termination, cancellation or end and pay for any work or services performed by Contractor after the notice of termination, cancellation or end of this agreement has been sent.

19. **ENTIRE AGREEMENT AMENDMENT**

This Agreement is the sole and entire agreement between the parties relating to the subject matter hereof and supersedes any prior understanding or agreements. Any amendment to the Agreement must be in writing, signed, dated, and agreed to by both parties.

Dated: _____

CONTRACTOR:

DAVIS KIRKSEY ASSOCIATES, INC.

By: Linda K. Davis-Kirksey

President

City of Swartz Creek

(CSC)

Dated: _____

By: