

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday April 12, 2010 7:00 P.M.
City Hall 8083 Civic Drive, Swartz Creek Michigan 48473**

1. **CALL TO ORDER:**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:**
3. **ROLL CALL:**
4. **MOTION TO APPROVE MINUTES:**
 - 4A. Regular Council Meeting of March 22, 2010 MOTION Pg. 7,16-19
5. **APPROVE AGENDA**
 - 5A. Proposed / Amended Agenda MOTION Pg. 7
6. **REPORTS & COMMUNICATIONS:**
 - 6A. [City Manager's Report](#) (Agenda Item) MOTION Pg. 7,2-6
 - 6B. Monthly [Police](#), [Ledger](#), [DPW](#) Reports Pg. 20,32,39
 - 6C. Meijer Develop Agreement, Amendment & Original (Agenda Item) Pg. 52-79
 - 6D. REI Proposal, Meijer Morrish Rd. Project, Phase I&II CE (Agenda Item) Pg. 80-84
 - 6E. Meijer Morrish Road Project, Road Commission Agreement (Agenda Item) Pg. 85-94
 - 6F. Meijer Morrish Road Project, Phase II Intersection Award (Agenda Item) Pg. 95-102
 - 6G. Local Street Repairs, Appropriation, Prepare Bid Specs (Agenda Item) Pg. 103-108
 - 6H. DDA Resignation, Mattson (Agenda Item) Pg. 109
 - 6I. POLC Police Agreement (Agenda Item) Pg. 110-111
 - 6J. Morrish Road Guardrail Quote (Agenda Item) Pg. 112
 - 6K. Verizon Letter, Sale of Assets Pg. 113
 - 6L. City Attorney Update Notice Pg. 114
 - 6M. State Election Deadlines Pg. 115-120
 - 6N. 10 Year Federal Deficit Projections Pg. 121-124
 - 6O. Consumer Energy Notice, Rates Pg. 125-128
 - 6P. Legislative Update, Consumer Energy Rate Increases Pg. 129-132
7. **MEETING OPENED TO THE PUBLIC:**
 - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
 - 8A. Meijer's Development Agreement, First Amendment RESO. Pg. 8,52-79
 - 8B. Appropriation, Morrish Road Meijer's, Construction Engineering RESO. Pg. 11,8-84
 - 8C. Road Commission Agreement, Morrish Road Project RESO. Pg. 12,85-94
 - 8D. RFP-Bid Award, Morrish Road Phase II Construction, Zito RESO. Pg. 13,95-102
 - 8E. Local Street Repairs, REI Specification Bid Proposal RESO. Pg. 14,103-108
 - 8F. DDA Resignation RESO. Pg. 15,109
 - 8G. POLC Labor Agreement, Wage Re-Opener RESO. Pg. 15,110-111
 - 8H. Guardrail Issues RESO. Pg. 6,112
9. **MEETING OPENED TO THE PUBLIC:**
 - 9A. General Public Comments
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:**

City of Swartz Creek
CITY MANAGER'S REPORT
Regular Council Meeting of Monday April 12, 2010 7:00 P.M.

TO: Honorable Mayor, Mayor Pro-Tem & Council Members
FROM: PAUL BUECHE // City Manager
DATE: 9-April-2010

OLD / ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

✓ **2009-2010 FISCAL BUDGET** (*Status*)

As we discussed, real property lost a total of approximately 8.5% (this does not include MTT filings for GM). Personal Property took a loss of 35%, most of which was on industrial due to changes enacted in state statute giving such classifications significant reductions. The cumulative loss of all taxable property dipped from the 2009 value of \$213,271,475 to \$189,926,029... an adjusted difference of \$23,345,446... or about 11%. We have countless hours into crafting budget models and I believe we finally have a base to work from. As of this meeting, a finished draft is still incomplete, which now puts us behind schedule. I will have a draft for council review at the next meeting. Here is the revised schedule:

March 22 nd :	Discussion
April 26 th :	Present Draft, Discussion, Set Public Hearing
May 10 th :	Public Hearing, Discussion
Special Meeting:	If Desired By Council
May 24 th :	Adopt Budget
June 14 th :	Truth in Taxation Hearing, Set Levy, Set 2009-2010 Meeting Schedule, Year End Fiscal Adjustments
June 30 th :	Fiscal Year End

✓ **MTT APPEALS, GM BANKRUPTCY** (*Status*)

As you recall, in addition to the bankruptcy in U.S. District Court in New York, GM has filed two petitions with the Michigan Tax Tribunal requesting 80% reductions in taxable values, from \$48.11 million to \$9.62 million and \$1.15 million to \$231,000. GM's MTT appeal exposure, at 80%, shows the City's loss to both real and personal property in General Fund revenues at \$209,037. Loss to the Garbage Fund is \$68,970. The maximum exposure on the loss for all current pending appeals to General Fund revenues is calculated at \$244,371. Total potential loss to the Garbage Fund is \$80,930.

Two companies emerged from out of the bankruptcy, General Motors LLC and Motors Liquidation Company. Assets and holdings set for liquidation were placed into Motors Liquidation Company and holdings intended to remain in business were placed into GM-LLC. GM-SPO was placed into GM-LLC.

We met with General Motor's tax division and the attorneys representing them on Thursday February 4th. The meeting went well in that both sides are interested in resolving the matter through a negotiation process. It was agreed upon that right after the March BOR; the parties would meet for a walk-through of the plant in order to create a starting point for an agreement of assets held by SPO (land area, useable sections of the plant, exact SF, inspection of personal property, etc.). I don't look for a resolve much before summer. In the meantime, we'll have to pay out tax collections to the various taxing authorities, inclusive of the City. I'll be looking to create an accrual fund for our exposure to set aside the money to pay refunds. I'll keep the Council posted on developments.

- ✓ **WATER SYSTEM & USE ORDINANCE, FEES, RATES & CHARGES** (*Status*)
As a re-cap, there will be a ready to serve charge that is paid all year long for each water and each sewer connection. From here, a user is then charged a commodity use fee. Everyone pays \$35.83 for water and \$33.64 for sewer, for a quarterly total of \$69.47 (\$23.16 total per month). The commodity charge then kicks in by usage. The first collection will be the May billing.
- ✓ **PERSONNEL POLICIES & PROCEDURES** (*Status*)
I had hopes of completing this during the holidays, but got sidetracked on other issues. I'll try and complete it in the near future
- ✓ **DISASTER, EMERGENCY RESPONSE POLICY COMMITTEE** (*Status*)
As above, I have similar hopes on this project.
- ✓ **MAJOR STREET FUND, TRAFFIC IMPROVEMENTS** (*See Individual Category*)
 - ☐ **2011-2014 T.I.P. APPLICATION** (*Status*)
The 2011-2014 TIP schedules are in and we have three projects that are solidly funded and two in the queue. The funded projects are Miller between Elms and Tallmadge, Bristol from Miller 600 feet west (excluding the cuts in front of GM-SPO, and a section of the trail system running from the back of Elms Park to the proposed Heritage Park (along the west lot lines of GM-SPO). The unfunded queue projects are Miller between Tallmadge and Dye, and Miller between Seymour and Elms. We approved a resolution of commitment on January 11th. I'll keep the Council informed.

TABLE #1 2011-2014 TIP, ALL PROJECTS, FUNDED & QUEUE (*shaded*)

Project	Year	Grant	City Match	P.E.	C.E.	Total
Miller Between Elms & Tallmadge	2011	\$338,997	\$85,749	\$28,000	\$45,000	\$497,746
Bristol Road @ GM-SPO	2013	\$54,912	\$13,728	\$8,000	\$16,000	\$92,640
Trail, Elms Park to Heritage	2013	\$296,000	\$221,000	\$25,000	\$45,000	\$587,000
Miller Between Tallmadge & Dye	Unfunded	\$951,602	\$237,901	\$76,000	\$120,000	\$1,385,503
Miller Between Seymour & Elms	Unfunded	\$1,635,357	\$408,839	\$100,000	\$160,000	\$2,304,196
City Funded Totals	-	-	\$967,217	\$237,000	\$386,000	\$1,590,217

- ☐ **TRAIL SYSTEM** (*Status*)
Addressed above.

❑ **MORRISH ROAD NORTH CONSTRUCTION PROJECT - MEIJER'S** (*Resolutions*)

It appears as if this project has been finalized. Scheduled with tonight's program are a number of Council action items, being an amendment to the Meijer's Development Agreement (original passed by the Council in October 2008), Rowe Engineering appropriation for Construction Engineering for both Phase I and Phase II, an agreement with the County Road Commission for work done within their jurisdiction (Phase II Morrish – Bristol Intersection), and approval of an RFP with Zito Construction for the construction of the Phase II Morrish – Bristol Intersection. Most of these items have been covered extensively in previous meetings. Regarding the RFP – Bid of Zito Construction for the Morrish – Bristol Phase II improvements, as we discussed in previous meetings this project was not an independent bid. As a re-cap, MDOT bid the Morrish Road Phase I portion of this with Zito being the low bidder. From here, we asked Zito for an RFP using unit pricing from Phase I, for Phase II. The specifications were developed by Rowe after the lengthy back and forth approval process with the Road Commission. Zito's cost for the improvements to the intersection are \$269,711. Mr. Royalty's calculations show Zito's costs at 8% less than the unit pricing that they bid for Phase I. This is a very acceptable number and can be directly attributed to two reasons, one they are not bound to the MDOT requirement to use prevailing wage compensation, and the second, they are already present thus eliminating repetitive expenses such as construction timing issues and traffic control and management. The City's purchasing ordinance allows for deviations from the bid process under certain conditions, this being one if the Council so finds it meets the specifications (copy of the ordinance included).

❑ **MORRISH ROAD SOUTH ARRA CONSTRUCTION PROJECT** (*Status*)

Pending final reconciliation of construction engineering fees.

✓ **LOCAL STREET FUND, TRAFFIC IMPROVEMENTS**

❑ **2008 REPAIR ROSTER** (*Resolution*)

As we discussed at the last meeting, given our very limited funds for any work on local streets, the staff and engineer recommends we re-construct one street and cape seal a handful more to extend the life as far as possible. This may be an unpopular decision due to the deteriorated condition of some local streets, particularly in the Winchester Village. We have a resolution tonight to do some light design work along these lines and then go to bid. REI fees for the preparation of the spec package are \$4,115. Once returns are back, we can decide how many streets we can actually do, based on funds available. Included with tonight's packet is our Road Soft report of the condition of all our streets and the estimated cost of fixing them... ugly.

✓ **WWS SEWER USE – IPP ORDINANCE** (*Status*)

Pending.

✓ **SEWER REHABILITATION PROJECT, I&I, PENALTIES** (*Status*)

Phase III was approved at the December 7 Council Meeting. I'll keep the Council informed on progress. As we have discussed, the County has always informed us that as long as we continue to work towards the reduction of infiltration and inflow, the penalties will not be assessed. Our relining and manhole rehabilitation should be much more than adequate to accomplished this. As a note, we have never seen a written plan confirming this or detailing exactly how they intend to manage these fines (i.e., we

pay then they grant them back, etc.).The County WWS calculates that based on 2009 inflow and infiltration, we would owe a bit over \$16,000.

- ✓ **WWS STORM WATER ORDINANCE** (*Status*)
We are still looking at this.
- ✓ **KAREGNONDI WATER AUTHORITY** (*Status*)
We have been requesting financial data (cost and debt retirement models, projection comparisons to DWSD rates, etc.) from WWS on this project. They tell us this data will be released in May.
- ✓ **MARATHON STATION BLIGHT & NON-CONFORMING USE** (*Status*)
We are still trying to get some direction on this property.
- ✓ **SALE OF CITY PROPERTY 5129 MORRISH ROAD** (*Status*)
Pending a report back to the Council with recommendation on the structure as well as the house the City owns at Morrish & Fortino.
- ✓ **SWARTZ AMBULANCE AGREEMENT** (*Status*)
Frankly speaking, I will be recommending we discontinue all funding and terminate agreements related to the City's contribution towards the ambulance base. We are fast approaching less than 24 hour police coverage which will become a number one General Fund Priority.
- ✓ **MDOT PARK & RIDE** (*Status*)
Pending construction.
- ✓ **LABOR CONTRACTS** (*Resolution*)
Mr. Kehoe needs some type of employments agreement. As the Council may remember, we have wage re-openers on all our labor agreements. In addition, we need to cleanup language for the medical insurance as the plans the agreements refer to are no longer offered. I met with the Police Union (POLC). We have reached a tentative agreement on the wage opener, being that everything remains the same and we will talk about it again in six months. I have a resolution to this effect included with tonight's agenda. I'll do likewise with the other units and bring them back before the Council accordingly.
- ✓ **GO GREEN, PUBLIC SAFETY BUILDING HVAC GRANT** (*Status*)
Pending bid.
- ✓ **DDA ART GALLERY** (*Status*)
Pending.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

- ✓ **DDA RESIGNATION** (*Resolution*)
Included with tonight's packet is a resignation from Richard Mattson from the DDA Board. Mr. Mattson is resigning due to his increased participation in Community Service Organizations that may tend to conflict with his Board seat. In fact, we may be back to the Council in the near future to request he be placed on the staff as a temporary seasonal employee for the Farmers Market. At any rate, I have a resolution to accept. His contribution has been extreme and he is to be commended. The DDA

appointments need some attention. Mr. Zettel will be working with the Mayor to find a replacement and re-appoint positions that expired April 1st.

✓ **MORRISH ROAD GUARDRAIL** (*Discussion*)

Included with your packet is a quote from Zito Construction for the installation of a guardrail on Morrish at the curve, south of Ingalls. As the Council may know, there was a guardrail there for a bazillion years prior to the ARRA Resurfacing project last fall. MDOT would not allow us to replace it as the road design and configuration did not meet the specification and warrant for one. Although I firmly believe that standards should be adhered to, there are exceptions that standards do not pick up and may even at some points, defy logic and common sense. This past winter since the guardrail was removed; we've had a handful of cars jump the curb on snowy days and end up in the front yards of the homes there. A month ago, we had a drunk driver leave the road, sever a utility pole and land alongside a house. From the beginning, several of the homeowners have expressed concern over the elimination of the guardrail. As predicted, the intensity grows with every incident. If I was a gambler, it's a sure bet that at some near future point, we will have a car go through a house. At any rate, we are obtaining other quotes on this as a price check measure. I have set this for a short informational discussion to bring the Council up to date on the issues and concerns on this.

Council Questions, Inquiries, Requests and Comments

- ❑ *Traffic Lights, Bristol-Miller, GM-SPO.* Pending GM decisions, new traffic counts as to warrants, in the spring.
- ❑ *Sr. Center Budget, Statement, Building Cost Reconciliation.* Pending obtaining documents.
- ❑ *Deteriorated Retaining Walls & Planters at City Buildings.* We have a partial solution. The circular planter and the wall with the building's name at the entry way can be removed and either an in ground planter or concrete poured in place of. The short retaining walls along the north and west side's present additional problems which may be expensive. When the weather breaks, we are going to take a look at the removal of the walls along with the soil. If brick exists all the way to ground level, we may be able to put landscaping back at the ground level, which would correct the problem. If raw blocks are present, other options will have to be looked at.
- ❑ *Tabled Garbage Collection Policy.* Resting comfortably... for now.
- ❑ *Youth Programs in Park.* Looking into this.

City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday April 12, 2010 7:00 P.M.

Resolution No. 100412-4A **MINUTES, MARCH 22, 2010**

Motion by Councilmember: _____

I Move the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting held March 22, 2010 to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 100412-5A **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 April 12, 2010 to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 100412-6A **CITY MANAGER'S REPORT**

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the City Manager's Report of April 12, 2010, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion by Councilmember: _____

I Move the City of Swartz Creek amend the agreement with Meijer Inc. of Grand Rapids Michigan, dated October 17, 2008, herein referred to as the First Amendment to Development Agreement Between the City of Swartz Creek and Meijer Inc, as follows:

**FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT
Between
THE CITY OF SWARTZ CREEK
And
MEIJER INC.**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (the "Amendment") is made this 12th day of April, 2010, by and between the CITY OF SWARTZ CREEK, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek, MI 48473 ("City") and Meijer Inc, a Michigan Domestic Profit Corporation, with principal offices at 2929 Walker Avenue NW, Grand Rapids, Michigan 49544 ("Meijer").

WHEREAS, the City and Meijer entered into a Development Agreement, dated October 17, 2008, (the "Agreement") setting out all of the duties and responsibilities of both parties in connection with the Project, as well as the remedies for failure of a party to comply with said duties and/or responsibilities; and

WHEREAS, all terms defined in the Agreement shall have the same definitions as set forth herein unless expressly stated otherwise; and

WHEREAS, Meijer has deposited \$150,000 with the City towards the cost of the Morrish Road Improvements; and

WHEREAS, the City and Meijer desire to post-pone the completion of the Morrish Road Improvements until 2010; and

WHEREAS, there have been modifications to the design plans for the Morrish Road Improvements, including the phasing of the paving project and the phasing and overall need of the signals.

NOW, THEREFORE, the City and the Meijer, acting by and through their duly authorized representatives, hereby **AGREE AS FOLLOWS**:

1. Section 3 (Conditions and Acknowledgements) of the Agreement is amended to include the following new provisions:

k. It is understood that the easement requirements, as illustrated in the revised project plans (Exhibit D attached to this Amendment) shall be adequate for any and all work related to the Morrish Road Improvement Project and any additional work that shall be required at the intersection of Bristol Road and Morrish Road, including any future signal work. It is further understood that the Morrish Road Improvement Project, as revised and shown on Exhibit D, is sufficient to accommodate all potential Morrish Road traffic generated by the Meijer Project (both the Meijer Store Phase and future phases), and the City will not require any additional improvements or easements for the Morrish Road Improvement Project as a result of development within the Meijer Project (both the Meijer Store Phase and future phases), except only for the Middle Drive. If in the future any improvements or easements for Morrish Road are required by any other

governmental entity in addition to those included in the Morrish Road Improvement Project, the City agrees that the City (or others) will be responsible for them.

1. The City agrees that for a period of ten (10) years from the date of this Amendment, that for future developments by other parties (excluding developments in the Meijer Project, both the Meijer Store Phase and future phases) in the North Morrish Road Planned Unit Development, it will include or require inclusion of the traffic counts projected for the Meijer Project (both the Meijer Store Phase and future phases) as shown in the traffic study by Tetra Tech, dated July, 2006, as background traffic.
2. Section 4 (Morrish Road Improvements) of the Agreement is deleted in its entirety and the following substituted:

4. Morrish Road Improvements.

The Project includes the design, engineering and construction of certain Public Improvements to Morrish Road as described on the attached revised Exhibit D (the "Morrish Road Improvement Project"). The Morrish Road Improvement Project includes curbs, curb cuts, lane widening, paving, traffic signals, signage, lighting, drainage, ditching, utility relocation, right-of-way acquisition, and permit and inspection fees. The City agrees to design, engineer and construct the Morrish Road Improvement Project at its expense (subject to Meijer's contribution). The Morrish Road Improvement Project shall be constructed in two phases: phase one being that portion of the Project located within the jurisdiction of the City of Swartz Creek, and phase two being that portion of the Project located within the jurisdiction of the Genesee County Road Commission. The City further agrees to complete the Morrish Road Improvement project (both phase one and phase two) by December 1, 2010, except for any and all unwarranted traffic signals. The City will provide Meijer and their consulting engineer copies of the pre-bid plans to insure compliance coordination on the Project site. The City acknowledges its responsibility for timely completion of the Morrish Road Improvement Project, and agrees that it will not delay issuance of a certificate of occupancy for the Meijer store and/or Meijer gas station/convenience store by reason of any delay.

The Morrish Road Improvement Project includes two traffic signals and associated improvements which currently do not meet the warrants for a signalized intersection under the Uniform Manual for Traffic Control Devices. One of these signals is at the intersection of Morrish Road and I-69 (the "Morrish/I-69 Signal"), and the other is at the intersection of Morrish Road and Bristol Road (the "Morrish/Bristol Signal"). The parties acknowledge that the City will install these signals and related improvements as and when they are warranted.

Meijer shall contribute (the "Meijer Contribution") a maximum of one-million, five-hundred thousand dollars (\$1,500,000.00) toward the cost of the Morrish Road Improvement Project in full satisfaction of its obligations therefore. The Meijer Contribution shall be deposited with the City in accordance with the following schedule: (a) one hundred fifty thousand dollars (\$150,000) has already been paid by Meijer, the receipt of which the City acknowledges; (b) nine hundred forty-five thousand dollars (\$945,000) after the City awards the winning bid(s) for phase two of the Morrish Road Improvement Project, or June 1, 2010, whichever is later; (c) one hundred fifty thousand dollars (\$150,000) after the entire Morrish Road Improvement Project (except for the Morrish/I-69 Signal and Morrish/Bristol Signal) is finished and accepted by the City; (d) one hundred seventy-five thousand dollars (\$175,000) after the Morrish/I-69 Signal is warranted and the City awards the winning bid(s) for the construction; and (e) eighty thousand dollars (\$80,000) after the Morrish/Bristol-69 Signal is warranted and the City awards the winning bid(s) for the construction. The foregoing amounts will be deposited by Meijer within twenty (20) business days of receipt of an invoice from the City, with supporting documentation.

The Meijer Contribution may only to be used for the Morrish Road Improvement Project. The City acknowledges that it has received, or will receive, certain sums (in total, the "State Contribution") from the State of Michigan and/or other governmental entities

toward the cost of the Morrish Road Improvement Project. The State Contribution is currently estimated to be three hundred sixty-eight thousand dollars (\$368,000). If the projected cost of the Morrish Road Improvement Project (except for the Morrish/I-69 Signal and Morrish/Bristol Signal), based upon the lowest bids received, is less than the sum of (i) one million two hundred forty-five thousand dollars (\$1,245,000) plus (ii) the State Contribution, then the amount of the Meijer Contribution shall be reduced by the amount of the difference and deducted from the amount to be deposited under subparagraph (b) of the preceding paragraph. After completion of the Morrish Road Improvement Project (except for the Morrish/I-69 Signal and Morrish/Bristol Signal) a final accounting will be done and adjustments will be made to the amount owing to or by Meijer and payments made accordingly. Likewise, if the projected cost based on lowest bids of either Morrish/I-69 Signal or the Morrish/Bristol Signal is less than the amount to be deposited by Meijer in accordance with the preceding subparagraph, then the amount deposited shall be reduced accordingly with a final accounting and adjustments made after completion.

3. Section 13 (Term) of the Agreement is hereby deleted and replaced with the following:

This Agreement shall commence on October 17, 2008, and continue until the earliest of (i) December 31, 2020, or (ii) the Meijer Project, both the Meijer Store Phase and future phases, have been constructed; provided, however, that any and all City permits and approvals shall only be valid for a period of three (3) years from the date of this Amendment. After three years from the date of this Amendment, all City permits and approvals associated with the Project shall expire (unless further extended) unless Meijer has begun construction of the Project. Once construction of the Project has commenced, the permits and approvals shall remain in force until completion of the Project. The warranty and maintenance obligations of paragraph 7 shall in any event continue in effect for the periods provided for therein.

4. Except as expressly set forth herein the Agreement is ratified and affirmed.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement as of the date first above written.

MEIJER INC.

CITY OF SWARTZ CREEK

Michael L. Kinstle
Vice President of Real Estate

Richard Abrams, Mayor

Juanita Aguilar, Clerk

Approved as form
Michael J. Gildner,
Assistant City Attorney

And further, direct the Mayor and City Clerk to execute the amendment on behalf of the City.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

APPROPRIATION, MORRISH ROAD MEIJERS PHASE I & PHASE CONSTRUCTION ENGINEERING, ROWE PROFESSIONAL SERVICES

Motion by Councilmember: _____

WHEREAS, the City applied and was awarded funding through the Genesee County MPO Traffic Improvement Program and design plans were crafted and accepted by MDOT for curb, gutters, drainage, crush, mill, reshaping, resurfacing, crack and joint repair for Morrish Road between I-69 and the North City Limit, being Phase I of the project; and

WHEREAS, the City developed design plans for the improvement of the intersection of Bristol and Morrish, including east, west and north approach legs, being Phase II of the project, the intersection and approach legs falling within the jurisdiction of the Genesee County Road Commission; and

WHEREAS, design plans for Phase II improvements were submitted to and approved by the Genesee County Road Commission, Phase II being a locally funded non-participating project; and

WHEREAS, the City bid for engineering services using the Qualification Based Selection Process and appointed the firm of Rowe Professional Services Inc., to a three year contract on June 28, 2008, as its Professional Engineering Consultant; and

WHEREAS, the City's contracted engineering firm, Rowe Professional Services Incorporated, has submitted a proposal for construction engineering, testing and inspection services associated with both Phase I and Phase II, a copy of the proposal attached hereto, amount of such services calculated on a time and materials basis, at \$109,162.

NOW, THEREFORE, BE IT RESOLVED that the City of Swartz Creek accept the proposal of Rowe Professional Services Inc., and appropriate funding in the amount of \$109,162, plus 5% contingency, for all associated and necessary costs related to construction engineering, testing and inspection services for the Morrish Road Re-Construction and Improvement Projects Phase I and Phase II, and further, authorize the Mayor and City Clerk to execute any Third Party Agreements, funding to be allocated from Major Street 202, Morrish Road Re-Construction and Improvement Project.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

COUNTY ROAD COMMISSION CONSTRUCTION AGREEMENT, MORRISH ROAD IMPROVEMENT PROJECT (MEIJER'S)

Motion by Councilmember: _____

WHEREAS, the City approved a site plan for the construction of a Meijer's retail outlet on Morrish at I-69, the approval providing for contributions towards public infrastructure improvements; and

WHEREAS, the City evaluated the retail impact and future development for the area and created a Commercial Planned Unit Development District, associated zoning, public infrastructure improvement, future land use and traffic management plans; and

WHEREAS, the City applied and was awarded funding through the Genesee County MPO Traffic Improvement Program and design plans were crafted and accepted by MDOT for curb, gutters, drainage, crush, mill, reshaping, resurfacing, crack and joint repair for Morrish Road between I-69 and the North City Limit, being Phase I of the project; and

WHEREAS, the City developed design plans for the improvement of the intersection of Bristol and Morrish, including east, west and north approach legs, being Phase II of the project, the intersection and approach legs falling within the jurisdiction of the Genesee County Road Commission; and

WHEREAS, design plans for Phase II improvements were submitted to and approved by the Genesee County Road Commission, Phase II being a locally funded non-participating project; and

WHEREAS, the County Road Commission requires an agreement for the approved construction of Phase II as well as a right of way permit for the posting of advance warning signs for Phase I of the project.

NOW, THEREFORE, I Move that the City of Swartz Creek enter into an agreement with the Genesee County Road Commission, a copy of which is attached hereto, and further, direct the Mayor and City Clerk to execute the agreement on behalf of the City.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion by Councilmember: _____

WHEREAS, The City desires to make certain improvements to Morrish Road from I-69 to a point 650 feet north of the intersection of Morrish and Bristol and 150 feet east and west there from; and

WHEREAS, the project consists of two parts, Phase I being Morrish from I-69 to the north City Limit and Phase II being the intersection improvements, including points east, west and north of; and

WHEREAS, Phase I funding will in part, include FHA contributions and Phase II funding is entirely local sources; and

WHEREAS, Phase I has been designed, approved by MDOT, let for bid and awarded, the low bidder being Zito Construction of Grand Blanc Michigan at a cost of \$1,108,954, construction scheduled to begin on June 2, 2010; and

WHEREAS, it is cost advantageous to construct both Phase I and Phase II simultaneously; and

WHEREAS, the City's purchasing ordinance provides for competitive and cooperative bids, but also allows for exceptions in certain circumstances, text as follows: Chapter 2, Article VI, Division 3, Sec 2-402(a), 2, i & ii "...The city council may, at the request of the city manager, authorize the city manager to negotiate a contract for the purchase of any product, material or service with a provider of such product, material or service without regard to the requirements of this section relative to purchases where the city council finds:

- i. 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*
- ii. The economic interests of the city are best served by negotiating a contract with a provider of the product, material or service without requesting sealed bids."*; and

WHEREAS, the MDOT Phase I bid returns included submittals from a record 23 bidders ranging in cost from \$1,108,954 to \$1,478,290, significantly below engineer's estimates; and

WHEREAS, the City designed Phase II and submitted plans to the jurisdiction agency, being Genesee County Road Commission, final approval granted on April 8, 2010; and

WHEREAS, the City negotiated the cost of improvements with the contractor, Zito Construction, for Phase II as approved by the Genesee County Road Commission, such costs based on MDOT Phase I bid return unit pricing, Zito providing a total cost of \$269,711 for construction; and

WHEREAS, analysis of the unit construction costs in comparison with Phase I MDOT bid returns show 8% reduction, explanation being that the City is not requiring the stipulation of prevailing wage as required by MDOT Contracts, and further, traffic mobilization costs can be handled in conjunction with Phase I, thus further reducing costs; and

WHEREAS, in review, the City Council finds that circumstance exist that the best interest of the City is served by the negotiated pricing using bid unit costs as a base, and further, such negotiated pricing would be lower than if the City bid this project independently.

NOW, THEREFORE, I Move that the City of Swartz Creek award the Phase II portion of the project direct to Zito Construction of Grand Blanc Michigan, in accordance with the plans and specifications prepared by the City's Engineer and approved by the Genesee County Road Commission, dated April 8, 2010, and further, appropriate an amount not to exceed \$269,711 plus 10% contingency, for payment thereof, funds to be allocated from 202 Major Streets, at the direction of City Staff, and further, direct the Mayor and City Clerk to execute any and all necessary contracts and documents on behalf of the City.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 100412-8E

LOCAL STREET REPAIR, BID SPECIFICATION PROPOSAL

Motion by Councilmember: _____

I Move the City of swart Creek appropriate an amount not to exceed \$4,115 to the City's Engineer, Rowe Professional Services Inc., for the preparation of a bid specification package that provides for the re-construction of one local street and the Cape Seal Reconditioning of an undetermined number of streets, and further, to bring returns, findings and recommendation back to the City Council for review and decision.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 100412-8F

DDA RESIGNATION, RICHARD MATTSON, ACCEPT

Motion by Councilmember: _____

I Move the City Council accept the resignation of Richard Mattson from the Downtown Development Authority, and further, offer appreciation for his dedication and commitment to the City.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 100412-8G

POLC – POLICE LABOR AGREEMENT WAGE RE-OPENER

Motion by Councilmember: _____

WHEREAS, the 2009-2012 POLC Police Collective Bargaining Agreement provided for no wage or benefit increase for the first effective year of the agreement, being July 1, 2009, and further, the agreement allows for wage re-opener negotiations on July 1, 2010 and July 1, 2011; and

WHEREAS, the City Manager met with the union wherein the union believes that compensation has fallen behind other similar sized police departments, they do understand the economic crisis the City is experiencing and is willing to work with the City; and

WHEREAS, it was understood that the City continues to significantly scale back its operation in order to keep expenses within revenues, the POLC asking only that the City continue to review its economic position and work towards merit increases as soon as able, and to this end, it was agreed to forgo any rate increases effective July 1, 2010 and schedule meetings on six month increments in order to conduct such reviews together.

NOW, THERFORE, I Move that the City of Swartz Creek allow for a letter of understanding to amend the 2009-2010 POLC Labor Agreement to reflect that the City will meet on six month increments, being prior to July and December of each year, for the purpose of discussing finances and exploring wage increases

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

City of Swartz Creek
Regular Council Meeting Minutes
Of the Meeting Held
Monday March 22, 2010 7:00 P.M.

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE COUNCIL MEETING
DATE 03/22/2010

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

Invocation and Pledge of Allegiance to the Flag.

Councilmembers Present: Abrams, Binder, Hicks, Hurt, Krueger, Porath, Shumaker.

Councilmembers Absent: None.

Staff Present: City Manager Paul Bueche, City Clerk Juanita Aguilar, Assistant City Manager Adam Zettel, DPS Director Tom Svrcek.

Others Present: Boots Abrams, Tommy Butler, Jim Florence, Sharon Klein, David Kunz, Peggy & Richard Mattson, Bob Plumb, Mike Royalty .

APPROVAL OF MINUTES

Resolution No. 100322-01

(Carried)

Motion by Councilmember Porath
Second by Councilmember Hurt

I Move the Swartz Creek City Council hereby approve the Minutes, as presented, for the Regular Council Meeting, held March 8, 2010, to be circulated and placed on file.

YES: Binder, Hicks, Hurt, Krueger, Porath, Shumaker, Abrams.
NO: None. Motion Declared Carried.

APPROVAL OF AGENDA

Resolution No. 100322-02

(Carried)

Motion by Councilmember Krueger
Second by Councilmember Hurt

I Move the Swartz Creek City Council approve the Agenda, as printed, for the Regular Council Meeting of March 22, 2010 to be circulated and placed on file.

YES: Hicks, Hurt, Krueger, Porath, Shumaker, Abrams, Binder.
NO: None. Motion Declared Carried.

REPORTS AND COMMUNICATIONS:

City Manager's Report

Resolution No. 100322-03

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Hurt

I Move the Swartz Creek City Council approve the City Manager's Report of March 22, 2010, to be circulated and placed on file.

YES: Hurt, Krueger, Porath, Shumaker, Abrams, Binder, Hicks.
NO: None. Motion Declared Carried.

All other reports and communications were accepted and placed on file.

MEETING OPENED TO THE PUBLIC:

None.

COUNCIL BUSINESS:

DDA Art Gallery Presentation

Richard Mattson made brief presentation on the Art Gallery and his total support of this project. Mr. Mattson informed the council that he already made a presentation to the DDA Board and is getting them the information they requested. Mr. Mattson also informed the council that he will be resigning from the DDA to support this project. Assistant City Manager, Adam Zettel updated the council on the DDA's thoughts on this project and where it stands with them at this point.

Local Street Projects

(Discussion Topic)

City Manager Paul Bueche, Mike Royalty-Rowe Engineering and DPS Director Tom Svrcek updated the council on managing street repairs, process of repairs and recommendations of what streets should be repaired and why they were chosen.

Sewer Use-IPP Ordinance

(Discussion Topic)

City Manager Paul Bueche, explained the operation of the IPP Program. Mr. Bueche is trying to communicate with other communities, similar in size and needs, which haven't passed this

ordinance so they can approach the county in a large volume with the issues of this ordinance. He will continue to keep the council updated.

2010-2011 FY Budget

(Discussion Topic)

City Manager Paul Bueche and Assistant City Manager Adam Zettel updated Council on changes already made to cut costs and other changes they are considering to cut costs.

Proclamation, Annual Observance of Law Day, May 1, 2010
Genesee County Bar Association

Resolution No. 100322-04

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Hurt

I Move the City of Swartz Creek Council affirm the Mayor’s Proclamation in observance of Law Day, as follows:

WHEREAS, our legal institutions and system of justice depend on popular participation and support to maintain legitimate authority; and

WHEREAS, Americans from all walks of life, public figures and private individuals alike, have re-affirmed in words and deeds our national allegiance to the rule of law; and

WHEREAS, lawyers and judges recognize that they bear a special responsibility to foster public understanding of the law and of legal institutions and commitment to the rule of law; and

WHEREAS, Law Day has been an annual observation since President DWIGHT EISENHOWER established it in 1958 as a *“Day of National Dedication to the Principal of Government Under Law”*; and

WHEREAS, Law Day 2010 provides us with an opportunity to understand and appreciate the emerging challenges that confront our world and the law, in the 21st Century, while re-affirming enduring legal traditions.

NOW, THEREFORE, I, RICHARD B. ABRAMS, Mayor of and for the City of Swartz Creek, do hereby proclaim May 1st, 2010, as Law Day. I call upon the People of the City of Swartz Creek to acknowledge the importance of our legal and judicial systems with appropriate ceremonies and activities, and to display the flag of the United States and the State of Michigan in support of this educational observance. I further encourage schools, businesses, media, religious institutions, civic, and community service organizations to join members of the bar and bench in commemorating Law Day.

IN WITNESS WHEREOF, I have hereunto set my hand this 22nd Day of March, in the year two-thousand ten, in the Independence of the United States two-hundred and thirty-four; and of the year of incorporation of the City of Swartz Creek.

Mayor Richard B. Abrams

YES: Krueger, Porath, Shumaker, Abrams, Binder, Hicks, Hurt.
NO: None. Motion Declared Carried.

MEETING OPENED TO THE PUBLIC

Tommy Butler wanted to make Council aware that there was a tractor trailer that has been parked for long periods of time, on a regular basis, at the corner of Miller and Elms Rd at the old Marathon building. Mr. Butler also commented that the State of Michigan does not have all the other taxes and fees other states have and that is why our roads are not maintained like other states.

Jim Florence commented on his support for the Art Guild and looks forward to the Art in the Park again this year. Mr. Florence is concerned about the damaged streets not being repaired.

REMARKS BY COUNCILMEMBERS:

Councilmember Binder wanted to know if the pole on Elms Road was repaired and questioned the repair of the damaged pole on Morrish Road City Manager Paul Bueche explained the pole on Elms Road was repaired and the one on Morrish Road is on the list for repair.

Councilmember Shumaker also wanted to comment on the pole on Morrish Road. Mr. Shumaker wanted assurance that we will be receiving monies from Meijer for the cost of the Morrish Rd. project. City Manager Paul Bueche let the council know that as soon as all the agreements are received, which he feels will be presented at the next Council meeting for approval; Meijer will send us the balance they owe us. Mr. Shumaker inquired if the franchise right was taken away from the City.

Councilmember Krueger let the council know how his visit to Congressman Kildee's office went. Mr. Krueger reminded Council of the Swartz Creek Chamber of Commerce meeting.

Councilmember Porath just wanted to thank everyone for coming to meeting and is excited about the Art Gallery project. Mr. Porath made comments on the possibilities of consolidation. Mr. Porath thinks individuals, not the City, should get involved in the Racino.

ADJOURNMENT:

There being no objection, Mayor Abrams declared the meeting adjourned at 9:16 p.m.

Richard Abrams, Mayor

Juanita Aguilar, City Clerk

SWARTZ CREEK POLICE DEPARTMENT
MOTOR POOL RENTAL HOURS
MARCH 2010

	<u>101-301-941</u>	<u>101-302-941</u>	<u>101-303-941</u>	<u>101-304-941</u>
#05-168	17	0	0	0
#05-649	0	0	63	0
#05-346	0	0	70	0
#07-375	119	6	0	0
#05-275	84	4	0	11
#09-401	457	4	0	0
TOTAL	677	14	133	11

SWARTZ CREEK POLICE DEPT

Total Account Hours Summary Report

From: 03/01/2010 to 03/31/2010

Department Account	Description	Regular Hours	Other Hours	Regular Hours YTD	Other Hours YTD
ADMINISTRATIVE					
101 301 702.001	SUPERVISOR	206.000	0.000	644.000	10.000
101 301 702.002	CLERICAL	133.000	0.000	409.000	3.000
PROTECTION					
101 301 702.003	UNIFORMED	486.000	4.000	1,399.500	49.750
101 301 702.004	NON-UNIFORMED	0.000	0.000	0.750	0.000
101 301 702.005	TRAFFIC ENFORCEMENT	276.250	0.000	642.500	22.750
COMPLAINTS					
101 301 702.006	INVESTIGATIONS	133.000	4.000	379.500	29.750
101 301 702.007	COURT	5.500	2.000	18.500	19.500
TRAINING					
101 301 702.008	TRAINING	0.000	0.000	12.000	9.500
LEAVE TIME					
101 301 702.010	VACATION	51.000	0.000	296.500	0.000
101 301 702.011	HOLIDAY	0.000	0.000	148.000	0.000
101 301 702.012	PERSONAL LEAVE	8.000	0.000	55.500	0.000
TRACK ADMINISTRATIVE					
101 302 702.001	SUPERVISOR	27.750	0.000	61.750	0.000
101 302 702.002	CLERICAL	19.000	0.000	50.000	0.000
TRACK PROTECTION					
101 302 702.003	UNIFORMED	13.500	0.000	49.500	2.500
SCHOOL PROTECTION					
101 303 702.003	UNIFORMED	184.000	4.000	431.000	16.750
SCHOOL TRAINING					
101 303 702.008	TRAINING	0.000	0.000	24.000	0.000
LEAVE TIME					
101 303 702.010	VACATION	0.000	0.000	11.000	0.000

Department Account	Description	Regular Hours	Other Hours	Regular Hours YTD	Other Hours YTD
101 303 702.011	HOLIDAY	0.000	0.000	24.000	0.000
101 303 702.012	PERSONAL LEAVE	0.000	0.000	24.000	0.000
PROTECTION					
101 304 702.003	UNIFORMED	7.000	0.000	9.000	0.250
TRAINING					
101 304 702.008	TRAINING	16.000	0.000	28.000	0.000
PROTECTION					
265 333 702.004	NON-UNIFORMED	176.000	8.000	472.000	36.000
COMPLAINTS					
265 333 702.006	INVESTIGATIONS	0.000	29.000	0.000	55.000
265 333 702.007	COURT	0.000	2.000	0.000	6.000
NON-PRODUCTIVE					
265 333 702.011	HOLIDAY	8.000	0.000	32.000	0.000
265 333 702.013	FUNERAL	0.000	0.000	8.000	0.000
	TOTAL ALL HOURS	1,750.000	53.000	5,230.000	260.750

SWARTZ CREEK POLICE DEPT

Total Function Count
Month Ending: 03/31/2010

Account	Description	MTD Functions	YTD Functions
101 301 001.000	TRAFFIC VIOLATIONS	0	0
101 301 002.000	PARKING VIOLATIONS	5	8
101 301 003.000	VERBAL WARNINGS	109	257
101 301 004.000	WRITTEN WARNINGS	43	88
101 301 005.000	FELONY ARRESTS	7	14
101 301 006.000	MISDEMEANOR ARRESTS	26	55
101 301 007.000	CALLS RECEIVED	216	605
101 301 008.000	TRAFF INJ ACCIDENTS	1	6
101 301 009.000	PROP DAMAG ACCIDENTS	6	27
101 301 010.000	SERVICE REQUESTS	0	1
101 301 011.000	MEETINGS	2	2
101 301 012.000	CONFERENCES	0	0
101 301 013.000	INITIATED CALLS	818	2049
101 301 014.000	DESK ASSIGNMENTS	155	420
101 301 015.000	BUSINESS CHECKS	1473	4000
101 301 016.000	VACATION CHECKS	690	2209
101 301 017.000	SUSP PERS CHECKED	73	127
TOTAL FUNCTIONS		3624	9868
101 302 002.000	PARKING VIOLATIONS	0	0
101 302 003.000	VERBAL WARNINGS	0	0
101 302 004.000	WRITTEN WARNINGS	0	0
101 302 005.000	FELONY ARRESTS	4	4
101 302 006.000	MISDEMEANOR ARRESTS	1	1
101 302 007.000	CALLS RECEIVED	9	19
101 302 010.000	SERVICE REQUESTS	0	0
101 302 011.000	MEETINGS	0	0
101 302 012.000	CONFERENCES	0	0
101 302 013.000	INITIATED CALL	0	0
101 302 014.000	DESK ASSIGNMENTS	0	0
101 302 015.000	BUSINESS CHECKS	8	14
101 302 016.000	VACATION CHECKS	0	0
101 302 017.000	SUSP PERS CHECKED	0	0
TOTAL FUNCTIONS		22	38
101 303 002.000	PARKING VIOLATIONS	0	0
101 303 003.000	VERBAL WARNINGS	0	0
101 303 004.000	WRITTEN WARNINGS	2	2
101 303 005.000	FELONY ARRESTS	0	0
101 303 006.000	MISDEMEANOR ARRESTS	4	5
101 303 007.000	CALLS RECEIVED	8	10
101 303 010.000	SERVICE REQUESTS	0	0
101 303 011.000	MEETINGS	26	74
101 303 012.000	CONFERENCES	0	0

Account	Description	MTD Functions	YTD Functions
101 303 013.000	INITIATED CALL	172	391
101 303 014.000	DESK ASSIGNMENTS	3	8
101 303 015.000	BUSINESS CHECKS	0	0
101 303 016.000	VACATION CHECKS	0	0
101 303 017.000	SUS PERS CHECKED	0	3
TOTAL FUNCTIONS		215	493
101 304 001.000	TRAFFIC VIOLATIONS	0	0
101 304 001.003	DESK ASSIGNMENTS	0	0
101 304 002.000	PARKING VIOLATIONS	0	0
101 304 003.000	VERBAL WARNINGS	0	0
101 304 004.000	WRITTEN WARNINGS	0	0
101 304 005.000	FELONY ARRESTS	6	8
101 304 006.000	MISDEMEANOR ARRESTS	0	0
101 304 007.000	CALLS RECEIVED	5	7
101 304 010.000	SERVICE REQUESTS	0	0
101 304 011.000	MEETINGS	0	0
101 304 012.000	CONFERENCES	0	0
101 304 013.000	INITIATED CALL	6	9
101 304 014.000	DESK ASSIGNMENTS	0	0
101 304 015.000	BUSINESS CHECKS	0	0
101 304 016.000	VACATION CHECKS	0	0
101 304 017.000	SUS PERS CHECKED	0	0
101 304 018.000	BUILDING SEARCHES	0	1
101 304 019.000	VEHICLE SEARCHES	3	6
101 304 020.000	NARCOTIC SEARCHES	2	2
101 304 021.000	CURRENCY SEIZED	0	1
101 304 022.000	FORFEITURES	1	1
101 304 023.000	POSITIVE TRACKS	1	2
101 304 024.000	NEGATIVE TRACKS	0	0
101 304 025.000	AGENCY ASSISTS	2	2
101 304 026.000	DEMONSTRATIONS	0	0
101 304 027.000	AREA SEARCHES	1	1
TOTAL FUNCTIONS		27	40
TOTAL ALL FUNCTIONS		3888	10439

Ticket Ledger Report

Report Criteria:

Ticket Type	Officer	Start Date	End Date			
Traffic	All	03/01/2010	03/31/2010			
Number	Name	Date	Location	Description	Officer	Fine
T-1144619		03/01/10	MORRISH NEAR GROVE	EXCEEDED POSTED SPEED LIMIT		
T-1144707-A		03/01/10	I-69 RAMP	EXCEEDED POSTED SPEED LIMIT		
T-1144707-B		03/01/10	I-69 RAMP	NO PROOF INSURANCE/POSSESS		
T-1144708		03/01/10	I-69 WB AT MILLER	EXCEEDED POSTED SPEED LIMIT		
T-1009840		03/02/10	I-69 WB NEAR MORRISH	NO PROOF INSURANCE/POSSESS		
T-1144187		03/03/10	ELMS NEAR YARMY	EXCEEDED POSTED SPEED LIMIT		
T-1144188		03/04/10	ELMS NEAR YARMY	EXCEEDED POSTED SPEED LIMIT		
T-1144709		03/04/10	I-69 WB AT MILLER	EXCEEDED POSTED SPEED LIMIT		
T-1144710		03/04/10	I-69 AT ELMS	EXCEEDED POSTED SPEED LIMIT		
T-1144711-A		03/04/10	I-69 NEAR ELMS	NO PROOF INSURANCE/POSSESS		
T-1144711-B		03/04/10	I-69 NEAR ELMS	FAIL TO SIGN REGISTRATION/NO		
T-1144712		03/05/10	I-69 WB NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1144713		03/05/10	I-69 WB NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1144228		03/05/10	MILLER NEAR MORRISH	NO PLATE/FAIL TO DISPLAY/EXPI		
T-1144714		03/05/10	I-69 AT MILLER	SUSP/REVOKED/NEVER APPL.		
T-1144714-B		03/05/10	I-69 AT MILLER	EXCEEDED POSTED SPEED LIMIT		
T-1144715-A		03/06/10	I-69 E/B NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1144715-B		03/06/10	I-69 E/B NEAR MORRISH	NO PROOF INSURANCE/POSSESS		
T-1144717-A		03/07/10	MILLER NEAR FAIRCHILD	UNREGISTERED VEHICLE		
T-1144717-B		03/07/10	MILLER NEAR FAIRCHILD	NO PLATE/FAIL TO DISPLAY/EXPI		
T-1144716-A		03/07/10	MILLER NEAR FAIRCHILD	EXCEEDED POSTED SPEED LIMIT		
T-1144716-B		03/07/10	MILLER NEAR FAIRCHILD	NO PROOF INSURANCE/POSSESS		
T-1144716-C		03/07/10	MILLER NEAR FAIRCHILD	FAIL TO SIGN REGISTRATION/NO		
T-1144621		03/07/10	MILLER AT MORRISH	DISREGARDED TRAFFIC SIGNAL/A		
T-1144622		03/07/10	WINCHESTER VILLAGE -- SEYMOUF	EXCEEDED POSTED SPEED LIMIT		
T-1144626		03/07/10	I-69 WB NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1144627		03/07/10	I-69 WB NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1144623		03/08/10	MORRISH NEAR MILLER	SEAT BELT DRIVER/PASSENGER		
T-1144624		03/09/10	WINCHESTER VILLAGE -- SEYMOUF	EXCEEDED POSTED SPEED LIMIT		
T-1144625		03/09/10	MILLER AT ELMS	DISREGARDED TRAFFIC SIGNAL/A		
T-1144189-A		03/11/10	ELMS NEAR BRISTOL	NO PASSING ZONE		
T-1144189-B		03/11/10	ELMS NEAR BRISTOL	EXCEEDED POSTED SPEED LIMIT		
T-1144190		03/11/10		BARKING DOG		
T-1144192		03/12/10	ELMS NEAR YARMY	EXCEEDED POSTED SPEED LIMIT		
T-1144718		03/12/10	MILLER NEAR SEYMOUR	FAILED TO DIM HEADLIGHTS		
T-1144719		03/12/10	I-69 NEAR ELMS	EXCEEDED POSTED SPEED LIMIT		
T-978669-B		03/12/10	MORRISH NEAR APPLECREEK	FAIL TO SIGN REGISTRATION/NO		
T-1144229		03/13/10	MORRISH NEAR I-69	EXCEEDED POSTED SPEED LIMIT		
T-1144230		03/13/10	I-69 RAMP W/B AT MORRISH	FAIR TO STOP FOR STOP SIGN		
T-1144231		03/13/10	I-69 RAMP W/B AT MORRISH	FAIL TO SIGN REGISTRATION/NO		
T-978670-C		03/13/10	MILLER AT ELMS	NO PROOF INSURANCE/POSSESS		
T-1144628		03/14/10	MORRISH NEAR MARY ST	EXCEEDED POSTED SPEED LIMIT		
T-1009841		03/14/10	MILLER NEAR MORRISH	TAIL LIGHTS (DEFECTIVE, IMPROI		
T-1009842-B		03/15/10	BRISTOL NEAR ELMS	NO PROOF INSURANCE/POSSESS		
T-1144726		03/15/10	MORRISH NEAR APPLECREEK	EXCEEDED POSTED SPEED LIMIT		
T-1144629		03/15/10	MORRISH NEAR MARY ST	EXCEEDED POSTED SPEED LIMIT		

Tickets so far: 46

Charges so far: 46

Fines Subtotal:

0.00

Ticket Ledger Report

Report Criteria:

Ticket Type	Officer	Start Date	End Date
Traffic	All	03/01/2010	03/31/2010

Number	Name	Date	Location	Description	Officer	Fine
T-1144630		03/16/10	MILLER NEAR MORRISH	TAIL LIGHTS (DEFECTIVE, IMPROI		
T-1144631		03/16/10	MILLER NEAR SECOND	NO PROOF INSURANCE/POSSESE		
T-1144727		03/16/10	MORRISH NEAR APPLECREEK	EXCEEDED POSTED SPEED LIMIT		
T-978671		03/16/10	ELMS NEAR YARMY	EXCEEDED POSTED SPEED LIMIT		
T-1012849		03/16/10	MORRISH NEAR MAPLE	EXCEEDED POSTED SPEED LIMIT		
T-1144632		03/16/10	MORRISH NEAR MARY ST	NO PROOF INSURANCE/POSSESE		
T-1144633-A		03/17/10	MILLER NEAR ELMS	NO PROOF INSURANCE/POSSESE		
T-1144633-B		03/17/10	MILLER NEAR ELMS	HEADLIGHTS		
T-1144633-C		03/17/10	MILLER NEAR ELMS	SEAT BELT DRIVER/PASSENGER		
T-978672-A		03/17/10	ELMS NEAR YARMY	EXCEEDED POSTED SPEED LIMIT		
T-978672-B		03/17/10	ELMS NEAR YARMY	NO PROOF INSURANCE/POSSESE		
T-1144720		03/19/10	I-69 EXIT MILLER ROAD	EXCEEDED POSTED SPEED LIMIT		
T-1144258		03/19/10	MARY CRAPO SCHOOL	TOBACCO USE/POSSESSION (UNI		
T-1144193		03/19/10	INGALLS NEAR FORD	EXCEEDED POSTED SPEED LIMIT		
T-1144721		03/19/10	I-69 WB NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-978673		03/19/10	MORRISH RD	OWI		
T-1144232		03/20/10	I-69 AT MORRISH	NO PLATE/FAIL TO DISPLAY/EXPII		
T-1009843-A		03/20/10	I-69 NEAR MILLER, EXIT 129	FAIR TO STOP FOR STOP SIGN		
T-1009843-B		03/20/10	I-69 NEAR MILLER, EXIT 129	NO PROOF INSURANCE/POSSESE		
T-1009844		03/20/10	MILLER NEAR MORRISH	NO PROOF INSURANCE/POSSESE		
T-1009846		03/21/10	I-69 WB NEAR MORRISH	OWI		
T-1144728		03/21/10	MORRISH NEAR APPLECREEK	EXCEEDED POSTED SPEED LIMIT		
T-1144729		03/21/10	MORRISH NEAR APPLECREEK	EXCEEDED POSTED SPEED LIMIT		
T-1144730		03/21/10	MORRISH NEAR APPLECREEK	EXCEEDED POSTED SPEED LIMIT		
T-1144634		03/21/10	MORRISH NEAR MARY ST	EXCEEDED POSTED SPEED LIMIT		
T-1009845-A		03/21/10	MORRISH NEAR MILLER	NO PROOF INSURANCE/POSSESE		
T-1009845-B		03/21/10	MORRISH NEAR MILLER	FAILED TO MAINTAIN EQUIPMENT		
T-1144635		03/21/10	I-69 NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1144636-B		03/21/10	I-69 WB NEAR SEYMOUR	EXCEEDED POSTED SPEED LIMIT		
T-1144637		03/22/10	MORRISH NEAR MARY ST	EXCEEDED POSTED SPEED LIMIT		
T-1144731-A		03/23/10	MORRISH NEAR APPLECREEK	EXCEEDED POSTED SPEED LIMIT		
T-1144731-B		03/23/10	MORRISH NEAR APPLECREEK	SEAT BELT DRIVER/PASSENGER		
T-1012850		03/23/10	I-69 NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1144276		03/23/10	MILLER NEAR ELMS	OWI		
T-1144638		03/23/10	MILLER NEAR SCHOOL	EXCEEDED POSTED SPEED LIMIT		
T-1144639		03/24/10	MILLER NEAR MORRISH	NO PROOF INSURANCE/POSSESE		
T-1144640		03/24/10	MILLER NEAR FAIRCHILD	SUSP/REVOKED/NEVER APPL.		
T-978674		03/24/10	MILLER AT FAIRCHILD	NO PROOF INSURANCE/POSSESE		
T-1144277		03/24/10	I-69 NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1144723		03/25/10	MORRISH NEAR MAPLE	TAIL LIGHTS (DEFECTIVE, IMPROI		
T-1144722		03/25/10	MILLER NEAR MORRISH	NO PROOF INSURANCE/POSSESE		
T-1009847		03/26/10	BRISTOL NEAR MILLER	NO PROOF INSURANCE/POSSESE		
T-1009848-A		03/26/10	I-69 EXIT AT MILLER ROAD	EXCEEDED POSTED SPEED LIMIT		
T-1009848-B		03/26/10	I-69 EXIT MILLER ROAD	NO PROOF INSURANCE/POSSESE		
T-1009849		03/26/10	I-69 EXIT MILLER ROAD	EXCEEDED POSTED SPEED LIMIT		
T-1144776		03/27/10	MILLER AT MORRISH	WHITE LIGHT TO REAR		

Tickets so far: 92	Charges so far: 92	Fines Subtotal:	0.00
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Ticket Ledger Report

Report Criteria:

Ticket Type	Officer	Start Date	End Date
Traffic	All	03/01/2010	03/31/2010

Number	Name	Date	Location	Description	Officer	Fine
T-978675-A		03/27/10	MORRISH NEAR APPLECREEK	NO PROOF INSURANCE/POSSESS		
T-978675-B		03/27/10	MORRISH NEAR APPLECREEK	EXCEEDED POSTED SPEED LIMIT		
T-1144777-A		03/27/10	I-69 RAMP W/B AT MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1144777-B		03/27/10	I-69 RAMP W/B AT MORRISH	NO PROOF INSURANCE/POSSESS		
T-1144778-A		03/27/10	ELMS NEAR MILLER	FAILED TO MAINTAIN EQUIPMENT		
T-1144778-B		03/27/10	ELMS NEAR MILLER	NO PROOF INSURANCE/POSSESS		
T-1144751-A		03/27/10	MORRISH NEAR I-69	NO PROOF INSURANCE/POSSESS		
T-1144752		03/27/10	MORRISH NEAR I-69	EXCEEDED POSTED SPEED LIMIT		
T-1144753		03/27/10	MORRISH NEAR I-69	EXCEEDED POSTED SPEED LIMIT		
T-1144754-A		03/27/10	MORRISH NEAR I-69	EXCEEDED POSTED SPEED LIMIT		
T-1144754-B		03/27/10	MORRISH NEAR I-69	FAIL TO SIGN REGISTRATION/NO		
T-1144641		03/27/10	I-69 NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1144642		03/28/10	MILLER NEAR SEYMOUR	TAIL LIGHTS (DEFECTIVE, IMPRO		
T-1144732		03/28/10	MILLER NEAR ELMS	NO TAIL/BRAKE LIGHTS		
T-1144643-A		03/28/10	I-69 NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1144733		03/30/10	ELMS NEAR PARKRIDGE	EXCEEDED POSTED SPEED LIMIT		
T-1144734		03/30/10	INGALLS AT FAIRCHILD	SEAT BELT 0-4 YR. RESTRAINT FF		
T-1144735		03/30/10	MILLER AT ELMS	DISREGARDED TRAFFIC SIGNAL/A		
T-1144755-A		03/30/10	ELMS NEAR YARMY	NO PROOF INSURANCE/POSSESS		
T-1144755-B		03/30/10	ELMS NEAR YARMY	FAIL TO SIGN REGISTRATION/NO		
T-1144756-A		03/30/10	ELMS NEAR YARMY	NO PROOF INSURANCE/POSSESS		
T-1144756-B		03/30/10	ELMS NEAR YARMY	FAIL TO SIGN REGISTRATION/NO		
T-1144278		03/30/10	I-69 NEAR MORRISH	FAIR TO STOP FOR STOP SIGN		
T-1144644		03/31/10	MORRISH NEAR MARY ST	TAIL LIGHTS (DEFECTIVE, IMPRO		
Tickets Total: 116		Charges Total: 116		Fines Total:		0.00

Uniform Crime Report

Report Criteria:

Start File Class	End File Class	Print Zeros?
0100-0	9900-9	Yes

Class	Description	MAR 2009	MAR 2010	YR TO DATE
0100-0	SOVEREIGNTY	0	0	0
0200-0	MILITARY	0	0	0
0300-0	IMMIGRATION	0	0	0
0900-1	MURDER/NON-NEGLIGENT MANSLAUGHTER	0	0	0
0900-2	NEGLIGENT HOMICIDE/MANSLAUGHTER	0	0	0
0900-3	NEG. HOMICIDE - VEHICLE/BOAT/SNOWM.	0	0	0
0900-4	JUSTIFIABLE HOMICIDE	0	0	0
1000-1	KIDNAPPING/ABDUCTION	0	0	0
1000-2	PARENTAL KIDNAPPING	0	0	0
1100-1	SEXUAL PENETR'N PENIS/VAGINA CSC1	0	0	0
1100-2	SEXUAL PENETR'N PENIS/VAGINA CSC3	0	0	0
1100-3	SEXUAL PENETRATION ORAL/ANAL CSC1	0	0	0
1100-4	SEXUAL PENETRATION ORAL/ANAL CSC3	0	0	0
1100-5	SEXUAL PENETRATION OBJECT CSC1	1	0	0
1100-6	SEXUAL PENETRATION OBJECT CSC3	0	0	0
1100-7	SEXUAL CONTACT FORCIBLE CSC2	0	0	0
1100-8	SEXUAL CONTACT FORCIBLE CSC4	1	0	0
1200-0	ROBBERY	0	0	0
1300-1	NONAGGRAVATED ASSAULT	7	2	12
1300-2	AGGRAVATED/FELONIOUS ASSAULT	0	0	1
1300-3	INTIMIDATION/STALKING	1	2	3
1400-0	ABORTION	0	0	0
2000-0	ARSON	0	0	0
2100-0	EXTORTION	0	0	0
2200-1	BURGLARY - FORCED ENTRY	2	0	3
2200-2	BURGLARY - ENTRY W/OUT FORCE(INTENT	0	0	1
2200-3	BURGLARY - UNLAWFUL ENTRY(NO INTENT	0	0	0
2200-4	POSSESSION OF BURGLARY TOOLS	0	0	0
2300-1	LARCENY - POCKETPICKING	0	0	0
2300-2	LARCENY - PURSE SNATCHING	0	0	0
2300-3	LARCENY - THEFT FROM BUILDING	3	4	6
2300-4	LARCENY - THEFT FROM COIN OPERATED	0	0	0
2300-5	LARCENY - THEFT FROM MOTOR VEHICLE	1	1	1
2300-6	LARCENY - THEFT OF M. VEHICLE PARTS	0	0	2
2300-7	LARCENY - OTHER	1	0	1
2400-1	MOTOR VEHICLE THEFT	0	2	3
2400-2	MOTOR VEHICLE AS STOLEN PROPERTY	0	0	0
2400-3	MOTOR VEHICLE FRAUD	0	0	0
2500-0	FORGERY/COUNTERFEITING	1	0	0
2600-1	FRAUD - FALSE PRETENSE/SWINDLE/CONF	1	2	3
2600-2	FRAUD - CREDIT CARD/ATM	0	0	1
2600-3	FRAUD - IMPERSONATION	1	0	1
2600-4	FRAUD - WELFARE	0	0	0
2600-5	FRAUD - WIRE	0	0	1
2600-6	FRAUD - BAD CHECKS	0	2	2
2700-0	EMBEZZLEMENT	0	0	1
2800-0	STOLEN PROPERTY	0	0	0

Uniform Crime Report

Report Criteria:

Start File Class	End File Class	Print Zeros?
0100-0	9900-9	Yes

Class	Description	MAR 2009	MAR 2010	YR TO DATE
2900-0	DAMAGE TO PROPERTY	3	1	5
3000-1	RETAIL FRAUD - MISREPRESENTATION	1	0	0
3000-2	RETAIL FRAUD - THEFT	0	0	0
3000-3	RETAIL FRAUD - REFUND/EXCHANGE	0	0	0
3500-1	VIOLATION OF CONTROLLED SUBSTANCE	2	2	5
3500-2	NARCOTIC EQUIPMENT VIOLATIONS	0	0	0
3600-1	SEXUAL PENETR'N NONFORCIBLE BLOOD/A	0	0	0
3600-2	SEXUAL PENETR'N NONFORCIBLE OTHER	0	0	0
3600-3	PEEPING TOM	0	0	0
3600-4	SEX OFFENSE - OTHER	0	0	0
3700-0	OBSCENITY	1	0	0
3800-1	FAMILY - ABUSE/NEGLECT NONVIOLENT	0	0	0
3800-2	FAMILY - NONSUPPORT	0	0	0
3800-3	FAMILY - OTHER	0	0	0
3900-1	GAMBLING - BETTING/WAGERING	0	0	0
3900-2	GAMBLING - OPERATING/PROMOTING/ASSI	0	0	0
3900-3	GAMBLING - EQUIPMENT VIOLATIONS	0	0	0
3900-4	GAMBLING - SPORTS TAMPERING	0	0	0
4000-1	COMMERCIALIZED SEX - PROSTITUTION	0	0	0
4000-2	COMMERCIALIZED SEX- ASSISTING/PROMO	0	0	0
4100-1	LIQUOR LICENSE - ESTABLISHMENT	0	0	0
4100-2	LIQUOR VIOLATIONS - OTHER	1	0	2
4200-0	DRUNKENNESS	0	0	0
4800-0	OBSTRUCTING POLICE	1	0	0
4900-0	ESCAPE/FLIGHT	0	0	0
5000-0	OBSTRUCTING JUSTICE	3	2	5
5100-0	BRIBERY	0	0	0
5200-1	WEAPONS OFFENSE - CONCEALED	1	0	1
5200-2	WEAPONS OFFENSE - EXPLOSIVES	0	0	0
5200-3	WEAPONS OFFENSE - OTHER	0	0	0
5300-1	DISORDERLY CONDUCT	0	0	1
5300-2	PUBLIC PEACE - OTHER	1	4	6
5400-1	HIT & RUN MOTOR VEHICLE ACCIDENT	2	0	5
5400-2	OUIL OR OUID	3	4	6
5400-3	DRIVING LAW VIOLATIONS	4	3	14
5500-0	HEALTH AND SAFETY	0	4	6
5600-0	CIVIL RIGHTS	0	0	0
5700-1	TRESPASS	0	1	1
5700-2	INVASION OF PRIVACY - OTHER	0	0	0
5800-0	SMUGGLING	0	0	0
5900-0	ELECTION LAWS	0	0	0
6000-0	ANTITRUST	0	0	0
6100-0	TAX/REVENUE	0	0	0
6200-0	CONSERVATION	0	0	1
6300-0	VAGRANCY	0	0	0
7000-0	JUVENILE RUNAWAY	0	0	0
7300-0	MISCELLANEOUS CRIMINAL OFFENSE	0	0	1

Uniform Crime Report

Report Criteria:

Start File Class	End File Class	Print Zeros?
0100-0	9900-9	Yes

Class	Description	MAR 2009	MAR 2010	YR TO DATE
7500-0	SOLICITATION	0	0	0
7700-0	CONSPIRACY	0	0	0
8900-1	SERVICE OF COMMISSION PAPERS	0	0	0
8900-2	UNAUTHORIZED TRANSPORTATION	0	0	0
8900-3	VIOLATION OF RULES/REGISTRATION	0	0	0
8900-4	WARRANTS	0	0	0
8900-5	MOTOR CARRIER SAFETY RULES	0	0	0
8900-6	INSPECTIONS OF HOMES TO BE MOVED	0	0	0
8900-7	MIGRANT AGRICULTURE WORKERS TRANSP	0	0	0
8900-9	ALL OTHER MOTOR CARRIER VIOLATIONS	0	0	0
9100-1	DELINQUENT MINOR	0	0	0
9100-2	RUNAWAYS	0	0	0
9200-1	DIVORCE AND SUPPORT	0	0	0
9200-2	INCAPACITATION	0	0	1
9200-3	WALK-AWAY - MENTAL INSTITUTIONS ETC	0	0	0
9200-4	ORDER FOR PICKUP AND EXAMINATION	0	0	0
9200-5	CIVIL INFRACTION - ALCOHOL POSSES.	0	0	0
9300-1	PROPERTY DAMAGE ACCIDENT/PI	4	5	29
9300-2	NON-TRAFFIC PDA	5	1	7
9300-3	TRAFFIC VIOLATIONS/CIVIL INFRACTION	0	0	0
9300-4	TOWED VEHICLE	0	0	0
9300-5	TRAFFIC HAZARD/ABANDONED VEHICLE	0	0	0
9300-6	TRAFFIC POLICING	0	0	0
9400-1	FALSE ALARM ACTIVATION	0	0	0
9400-2	VALID ALARM ACTIVATION	0	0	0
9400-3	REST AREA/ROADSIDE PARK VIOLATIONS	0	0	0
9500-1	ACCIDENTAL FIRE	0	0	0
9500-2	ACCIDENTAL EXPLOSION	0	0	0
9500-4	OPEN BURNING	0	0	0
9500-6	FIRE-HAZARDOUS CONDITIONS	0	0	0
9700-0	ACCIDENTAL SHOOTING	0	0	0
9700-5	ACCIDENTAL DEATH-WATER	0	0	0
9700-6	ACCIDENT - ALL OTHER	0	0	0
9800-2	RECOVERED PROPERTY	0	0	0
9800-3	PROPERTY INSPECTION	0	0	0
9800-4	OTHER INSPECTIONS/WEAPONS	4	8	17
9800-5	ALARMS	0	0	0
9800-6	CIVIL	3	3	8
9800-7	SUSPICIOUS SITUATION	2	2	3
9800-8	LOST AND FOUND PROPERTY	1	1	2
9800-9	OVERDOSE	0	0	0
9900-1	SUICIDE	0	0	1
9900-2	DOA - NATURAL	0	0	1
9900-3	MISSING PERSON	0	0	0
9900-7	SAFEKEEPING	0	0	0
9900-8	DEPARTMENTAL ASSIST	0	0	2
9900-9	GENERAL - NON CRIMINAL	5	1	5

Uniform Crime Report

Report Criteria:

Start File Class	End File Class	Print Zeros?
0100-0	9900-9	Yes

Class	Description	MAR 2009	MAR 2010	YR TO DATE
Totals:		67	57	177

04/01/2010
10:20 am

CHECK REGISTER FOR CITY OF SWARTZ CREEK
CHECK DATE FROM 03/01/2010 - 03/31/2010
Bank GEN

PAGE 1

Check Date	Bank/Check #	Name	Description	Amount Voided?
3/1/2010	GEN 33161	ALFRED EVANS	REF WIN 09 PENALTY 58-32-100-010	0.14
3/1/2010	GEN 33162	BERTA OWEN	REF WIN 09 PENALTY 58-31-526-010	2.31
3/1/2010	GEN 33163	CHARLES B EVANS	REF WIN 09 PENALTY 58-02-551-003	7.88
3/1/2010	GEN 33164	CREEK AUTO SERVICE	REF WIN 09 PENALTY 58-80-182-097	1.36
3/1/2010	GEN 33165	DANIEL A SOBOTA	REF WIN 09 PENALTY 58-01-100-016	5.85
3/1/2010	GEN 33166	DAVID RICKETTS & JAMES H EVERETT	REF WIN 09 PENALTY 58-01-100-010	16.10
3/1/2010	GEN 33167	DEBORAH BAIR	REF WIN 09 PENALTY 58-03-531-026	0.45
3/1/2010	GEN 33168	DOROTHY A LINDSAY	REF WIN 09 PENALTY 58-36-651-151	10.37
3/1/2010	GEN 33169	ELLA F GRIFFIN	REF WIN 09 PENALTY 58-02-501-047	8.15
3/1/2010	GEN 33170	EVELYN E WATERS	REF WIN 09 PENALTY 58-36-651-080	11.11
3/1/2010	GEN 33171	FORTINO ENTERPRISES LLC	REF WIN 09 PENALTY 58-35-576-041	2.28
3/1/2010	GEN 33172	FORTINO ENTERPRISES LLC	REF WIN 09 PENALTY 58-35-576-044	3.41
3/1/2010	GEN 33173	FORTINO ENTERPRISES LLC	REF WIN 09 PENALTY 58-35-576-042	0.54
3/1/2010	GEN 33174	FORTINO ENTERPRISES LLC	REF WIN 09 PENALTY 58-35-576-043	10.59
3/1/2010	GEN 33175	FORTINO'S FOOD MARKET INC	REF WIN 09 PENALTY 58-80-282-560	2.81
3/1/2010	GEN 33176	GARNO BROS HEATING COOLING INC	REF WIN 09 PENALTY 58-80-305-075	6.00
3/1/2010	GEN 33177	GARNO LAND CO	REF WIN 09 PENALTY 58-01-502-107	28.81
3/1/2010	GEN 33178	GERALDINE & DANIEL SOBOTA	REF WIN 09 PENALTY 58-02-501-075	7.42
3/1/2010	GEN 33179	HAROLD G KEIM	REF WIN 09 PENALTY 58-03-533-106	10.35
3/1/2010	GEN 33180	HYON UI LARSEN	REF WIN 09 PENALTY 58-03-834-027	10.82
3/1/2010	GEN 33181	JAMES P FORTINO	REF WIN 09 PENALTY 58-35-200-014	2.97
3/1/2010	GEN 33182	JANET M ELDE	REF WIN 09 PENALTY 58-30-651-027	15.64
3/1/2010	GEN 33183	JEFFERY L STORMS	REF WIN 09 PENALTY 58-02-501-101	7.86
3/1/2010	GEN 33184	JUDY & DON WHITE	REF WIN 09 PENALTY 58-35-776-100	1.76
3/1/2010	GEN 33185	KENNETH & LIBERA CRAMER TRUST	REF WIN 09 PENALTY 58-02-551-015	8.19
3/1/2010	GEN 33186	MARTHA E SCANLON	REF WIN 09 PENALTY 58-35-551-001	10.00
3/1/2010	GEN 33187	MARY E IKERD	REF WIN 09 PENALTY 58-02-552-007	7.55
3/1/2010	GEN 33188	MARY SMITH TRUSTEE	REF WIN 09 PENALTY 58-36-651-186	13.12
3/1/2010	GEN 33189	MELVIN & JANET SCHAFER	REF WIN 09 PENALTY 58-36-651-078	9.75
3/1/2010	GEN 33190	ONWHAN ADDSAKORN	REF WIN 09 PENALTY 58-03-526-015	10.08
3/1/2010	GEN 33191	PATRICIA & GERALYN SPROWL	REF WIN 09 PENALTY 58-03-528-004	7.44
3/1/2010	GEN 33192	PAUL D MAUL	REF WIN 09 PENALTY 58-36-578-001	11.80
3/1/2010	GEN 33193	PENNY SUSANN LANTZ	REF WIN 09 PENALTY 58-36-526-017	8.61
3/1/2010	GEN 33194	RAY CHRISTOPHER	REF WIN 09 PENALTY 58-35-776-019	1.14
3/1/2010	GEN 33195	REBECCA L GERALD	REF WIN 09 PENALTY 58-36-526-053	8.70
3/1/2010	GEN 33196	ROBERT E & JILL ANN PHILLIPS	REF WIN 09 PENALTY 58-03-531-021	18.56

3/1/2010	GEN 33197	ROBERT FORTINO	REF WIN 09 PENALTY 58-35-576-011	7.99
3/1/2010	GEN 33198	ROBERT L & VICKY DE VORE	REF WIN 09 PENALTY 58-02-503-031	10.32
3/1/2010	GEN 33199	ROGER & CONNIE SACK	REF WIN 09 PENALTY 58-02-501-078	12.58
3/1/2010	GEN 33200	WASTE MANAGEMENT OF MI INC	REF WIN 09 PENALTY 58-80-745-599	0.07
3/1/2010	GEN 33201	WAYNE D SUTTER	REF WIN 09 PENALTY 58-36-526-034	10.52
3/1/2010	GEN 33202	WILLIAM CASSIDAY	REF WIN 09 PENALTY 58-35-776-066	1.70
3/1/2010	GEN 33203	WILLIAM D & DEBORAH S BAIR	REF WIN 09 PENALTY 58-03-531-025	23.75
3/1/2010	GEN 33204	WILLIAM D & MARILYN K WILSON	REF WIN 09 PENALTY 58-36-651-190	14.17
3/4/2010	GEN 33205	ARROW UNIFORM RENTAL	MATS, SUPPLIES	26.81
			UNIFORMS, MATS, SUPPLIES	<u>71.86</u>
				98.67
3/4/2010	GEN 33206	BELL EQUIPMENT CO	2010 ELGIN WHIRLWIND SWEEPER SCHOOL (3)	300.00
3/4/2010	GEN 33207	BRADYS BUSINESS SYSTEMS	2/27-5/27/10 COPY MACHINE MAINTENANCE	255.96
3/4/2010	GEN 33208	C & H CONSTRUCTION CO INC	WATERMAIN REPAIR/CHESTERFIELD	1,950.84
3/4/2010	GEN 33209	CITY OF SWARTZ CREEK	PETTY CASH REIMB	137.14
3/4/2010	GEN 33210	COMCAST BUSINESS	2/10-3/31/10 PUBLIC SAFETY BLDG	290.55
3/4/2010	GEN 33211	COMFORT INN	MAMC INST 3/14-3/19/10 AGUILAR/KORTH	357.00
3/4/2010	GEN 33212	CONSUMERS ENERGY	1/1-1/31/10 STREET LIGHTS	10,232.40
			12/1-12/31/10 STREET LIGHTS	9,759.28
			11/1-11/30/09 STREET LIGHTS	10,358.73
			10/1-10/31/10 STREET LIGHTS	10,785.24
			9/1-9/30/09 STREET LIGHTS	<u>10,680.57</u>
				51,816.22
3/4/2010	GEN 33213	DETROIT SALT COMPANY	ROAD SALT AT \$49.72 PER TON	2,483.02
3/4/2010	GEN 33214	DONALD KORTH	REPAIR REGISTRY/A NICHOLS WORKSTATION	112.50
			BALANCE OF MULTI CONFIG SHELF	<u>29.27</u>
				141.77
3/4/2010	GEN 33215	DORNBOS SIGN & SAFETY INC	STREET SIGN/MORRISH RD	67.21
3/4/2010	GEN 33216	GCGC	SPRING MTG 3/18/10 CLARK NICHOLS	24.00
3/4/2010	GEN 33217	GENESEE COUNTY TREASURER	DOG LICENSE FEES 2010	300.00
3/4/2010	GEN 33218	GENESEE CTY DRAIN COMMISSIONER	APP RENEW 09-0024 MRSH I-69/BRSTL SOIL	500.00
3/4/2010	GEN 33219	GENESEE CTY DRAIN COMMISSIONER	NPDES PHASE II IMPL FEES 1/1-3/31/10	862.72

3/4/2010	GEN 33220	GENESEE CTY DRAIN COMMISSIONER	SEWER NOV 09 - JAN 10	138,595.85
3/4/2010	GEN 33221	GENESEE CTY DRAIN COMMISSIONER	JAN 10 COMM/READY TO SERVE	58,780.88
3/4/2010	GEN 33222	GRAFF FINANCIAL LLC	REPLACE OIL PAN	621.71
3/4/2010	GEN 33223	MATT BELMONTI	CLEAR CITY LOTS & WALKS	817.00
3/4/2010	GEN 33224	MID-EASTERN BRANCH OF APWA	APWA TRAINING 3/10/10 (4)	40.00
3/4/2010	GEN 33225	PURCHASE POWER	POSTAGE FOR METER	4,018.99
3/4/2010	GEN 33226	UNITED WAY/KGCB	GENESEE CTY HAZARDOUS WASTE COLL	750.00
3/4/2010	GEN 33227	VALLEY PETROLEUM	DIESEL FUEL	87.07
3/4/2010	GEN 33228	VALLEY PETROLEUM	15W-40 OIL	39.95
3/4/2010	GEN 33229	VALLEY PETROLEUM	FEB 10 FUEL USEAGE - POLICE	1,005.76
3/4/2010	GEN 33230	VALLEY PETROLEUM	FEB 10 FUEL USEAGE - DPW	1,192.38
3/8/2010	GEN 33231	BED BATH & BEYOND INC	ADVANCE FOR SHARK STEAM POT MOP	119.99
3/11/2010	GEN 33232	ACE ASPHALT & PAVING CO INC	COLD PATCH	490.00
3/11/2010	GEN 33233	ADAM ZETTEL	CITY MANAGERS LUNCHEON/BUECHE & ZETTEL	23.50
3/11/2010	GEN 33234	AIS CONSTRUCTION EQUIPMENT CORP	CHANGED TRANS. FLUID & FILTER/BRKR PEDAL	832.93
3/11/2010	GEN 33235	ARROW UNIFORM RENTAL	MATS, SUPPLIES	22.22
			UNIFORMS, MATS, SUPPLIES, ENV.	84.56
			BALANCE OF INVOICE/2 PR PANTS/TYLER	49.00
				<u>155.78</u>
3/11/2010	GEN 33236	BAC TAX SERVICES CORP	WI 09 TAX OVRMPT 6491 BRISTOL	15.04
3/11/2010	GEN 33237	CAROL K TREMBLE	WI 09 TAX OVRPMT 8077 CRAPO	6.58
3/11/2010	GEN 33238	CITIZENS BANK	WI 09 TAX OVRPMT 5923 CROSSCREEK	13.89
3/11/2010	GEN 33239	CONSUMERS ENERGY	2/4-3/3/10 A 8011 MILLER RD	19.66
3/11/2010	GEN 33240	CONSUMERS ENERGY	2/3-3/3/10 E 8499 MILLER RD	25.35
3/11/2010	GEN 33241	CONSUMERS ENERGY	2/3-3/3/10 A 8083 CIVIC DR	824.67
3/11/2010	GEN 33242	CONSUMERS ENERGY	2/3-3/3/10 A 8059 FORTINO DR	27.95
3/11/2010	GEN 33243	CONSUMERS ENERGY	2/5-3/4/10 A 5257 WINSHALL DR	19.66
3/11/2010	GEN 33244	CONSUMERS ENERGY	2/4-3/3/10 E 8301 CAPPY LN	381.73
3/11/2010	GEN 33245	CONSUMERS ENERGY	2/5-3/4/10 A 5361 WINSHALL DR	19.66
3/11/2010	GEN 33246	CONSUMERS ENERGY	2/3-3/3/10 A 8100 CIVIC DR	2,050.79
3/11/2010	GEN 33247	CONSUMERS ENERGY	2/3-3/3/10 A 8095 CIVIC DR	1,134.22
3/11/2010	GEN 33248	CONSUMERS ENERGY	2/4-3/3/10 A 5121 MORRISH RD	657.06
3/11/2010	GEN 33249	CONSUMERS ENERGY	2/1-2/28/10 SIRENS	23.43
3/11/2010	GEN 33250	CONSUMERS ENERGY	2/1-2/28/10 ELMS PARKING LOT	30.32
3/11/2010	GEN 33251	CONSUMERS ENERGY	2/1-2/28/10 TRAFFIC LIGHTS	382.12
3/11/2010	GEN 33252	CONSUMERS ENERGY	2/1-2/28/10 4524 MORRISH RD	44.57
3/11/2010	GEN 33253	CONSUMERS ENERGY	2/1-2/2/10 STREET LIGHTS	10,007.91
3/11/2010	GEN 33254	CONSUMERS ENERGY	2/5-3/4/10 A WINSHALL RESTROOMS	19.66
3/11/2010	GEN 33255	CONSUMERS ENERGY	2/5-3/4/10 ADJ 9099 MILLER RD	19.66

3/11/2010	GEN 33256	DEANNA KORTH	MILEAGE ADV FOR MAMC INSTITUTE	83.76
3/11/2010	GEN 33257	DETROIT SALT COMPANY	ROAD SALT AT \$49.72 PER TON	2,455.67
3/11/2010	GEN 33258	DONALD KORTH	INTERNAL IDE DVD RW/CLOLINGER	49.99
			EXTERNAL HARD DRIVE	<u>482.78</u>
				532.77
3/11/2010	GEN 33259	FICK EXCAVATING INC.	SNOW REMOVAL/PARK RIDGE	750.00
3/11/2010	GEN 33260	FLINT JOURNAL	ORDINANCE 406 WATER SYSTEM	49.88
			BOARD OF REVIEW 2/28/10	<u>56.53</u>
				106.41
3/11/2010	GEN 33261	FLINT WELDING SUPPLY	CYLINDER COMPRESSED OXYGEN	5.00
3/11/2010	GEN 33262	GANNETT	WI 09 TAX OVRPMT 58-80-219-598	1.79
3/11/2010	GEN 33263	GENESEE CTY DRAIN COMMISSIONER	WESTERN TRUNK EXTENSION BOND PAYMENT	41,986.83
3/11/2010	GEN 33264	GILL ROYS HARDWARE	HAND SOAP (2)	2.96
			HAND SOAP (2)	2.96
			HAND SOAP/GALV NIPPLE/GALV CAP	27.86
			BLEACH	5.98
			BRASS HINGE	4.99
			CLR ADHSV CORNERGUARD	2.49
			SABRE SAW BLADE	3.98
			SAW BLADE/RECIP SAW/CORD	69.54
			NUTS/BOLTS/SCREWS	20.56
			WORKLIGHT/BLK SFT GRIT TAPE	32.87
			FEB 10 DISCOUNT	<u>(5.42)</u>
				168.77
3/11/2010	GEN 33265	GLADYS J SHEMES	WI 09 TAX OVRPMT 9050 LUEA	109.50
3/11/2010	GEN 33266	JANET HODGE	WI 09 TAX OVRPMT 8132 INGALLS	7.00
3/11/2010	GEN 33267	LITTON LOAN SERVICING LP	SU 90 TAX OVRPMT 6242 ARLINGTON	210.37
3/11/2010	GEN 33268	MC & E/ELECTION SOURCE	ELECTION SUPPLY BAGS QTY 5	795.00
3/11/2010	GEN 33269	MICHAEL GILBERT	WI 09 TAX OVRPMT 4271 SPRINGBROOK	11.74
3/11/2010	GEN 33270	MID MICHIGAN MANUFACTURING	TV JET WINSHALL-OAKVIEW/2 NEW MOTOR STRT	3,511.24
3/11/2010	GEN 33271	REFUND DEPARTMENT	WI 09 TAX OVRPMT 7096 PARKRIDGE	19.12
3/11/2010	GEN 33272	RIO SUPPLY MICHIGAN METER INC	METER SUPPLIES	1,879.43

3/11/2010	GEN 33273	ROWE PROFESSIONAL SERVICES CO	EECBG GRANT/DRAINAGE UTILITY RWV SYRING	3,132.00
3/11/2010	GEN 33274	RWS OF MID MICHIGAN	GARBAGE/RECYCLING/YARD WASTE FY10	18,955.74
3/11/2010	GEN 33275	STATE OF MICHIGAN	MDEQ TRAINING 3/29/10 SVRCEK	25.00
3/11/2010	GEN 33276	SWARTZ CREEK AREA FIRE DEPT.	FEB 10 MONTHLY RUNS	1,727.09
3/11/2010	GEN 33277	YOUNG R SHIN	REF WIN 09 TAX PEN 58-36-530-010	18.74
3/18/2010	GEN 33278	AMERAPLAN INC	APRIL MONTHLY BILLING FOR MEDICAL	288.15
3/18/2010	GEN 33279	AMERICAN MESSAGING	MARCH 10 810-833-2563/810-833-1159	19.58
3/18/2010	GEN 33280	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV.	72.56
				<u>26.88</u>
				99.44
3/18/2010	GEN 33281	BLUMERICH COMMUNICATIONS	STRIP VEH DOWN 06-112	241.44
3/18/2010	GEN 33282	CHIEF SUPPLY CORPORATION	FLARES	156.98
3/18/2010	GEN 33283	CONSUMERS ENERGY	2/7-3/8/10 A 4125 ELMS RD PAVILION	21.77
3/18/2010	GEN 33284	CONSUMERS ENERGY	FEB 10 2/7-3/8/10 E 4125 ELMS RD	29.94
3/18/2010	GEN 33285	CREEK AUTO SERVICES LLC	05-168 TRANS SERVICE, LOF	130.85
			09-401 LOF	<u>28.95</u>
				159.80
3/18/2010	GEN 33286	DEANNA POBOCIK	REFUND PAYMENT 8403 MILLER/RES WRONG CK	0.00 V
3/18/2010	GEN 33287	DONALD KORTH	BAL/SHIPPING DVD PLAYER CHIEF'S COMPUTER	7.99
			INSTALL DVD RAM-CLOLINGER/UPDATE DDP	<u>112.50</u>
				120.49
3/18/2010	GEN 33288	ELITE BUSINESS PRODUCTS	LABELS	11.76
3/18/2010	GEN 33289	GEN CTY ROAD COMMISSION	SIGNAL MAINTENANCE MILLER @ FAIRCHILD	67.33
3/18/2010	GEN 33290	GEN CTY ROAD COMMISSION	FEB S-MTCE/OPERATIONS	795.20
3/18/2010	GEN 33291	GENESEE CTY DRAIN COMMISSIONER	FEB 10 COMM/READY TO SERVE	54,764.38
3/18/2010	GEN 33292	GUNTHERS LOCKSMITH SERVICE	REPAIR EMPLOYEES FRONT DOOR	60.00
3/18/2010	GEN 33293	JOHNS TRUCK SERVICE	STRAIGHTEN FRONT PLOW/INSTALL CUT EDGE	105.00
			REPLACE OIL PAN	230.00
			REPLACE HYDROLIC CYLINDER/REPAIR STROBES	<u>317.65</u>
				652.65

3/18/2010	GEN 33294	LEXISNEXIS RISK SOLUTIONS INC.	CLINIC COLLECTION/MILEAGE	3.81
3/18/2010	GEN 33295	MICHIGAN MUNICIPAL LEAGUE	MML CAPITAL CONF 4/13-4/14/10 KUREGER	100.00
3/18/2010	GEN 33296	MICHIGAN PIPE AND VALVE	REPAIR CLAMPS/WRENCH SET	914.53
3/18/2010	GEN 33297	MUNICIPAL CODE CORP.	ANNUAL CODE ON INTERNET FEE	350.00
			ANNUAL CODE ON INTERNET FEE	400.00
			CREDIT FOR ANNUAL CODE ON INTERNET FEE	<u>(400.00)</u>
				350.00
3/18/2010	GEN 33298	NEXTEL COMMUNICATIONS	FEB 10 MONTHLY BILL	470.91
3/18/2010	GEN 33299	RIO SUPPLY MICHIGAN METER INC	METERS (20)	1,720.00
			METERS/METER SUPPLIES	<u>1,923.03</u>
				3,643.03
3/18/2010	GEN 33300	ROBERT SHAFFER	TRAINING CD	69.00
3/18/2010	GEN 33301	SOUPAL CLEANERS	UNIFORM CLEANING FEB 2010	92.00
3/18/2010	GEN 33302	SUBURBAN AUTO SUPPLY	HALOGEN HEADLAMP	14.99
3/18/2010	GEN 33303	SWARTZ CREEK AREA SENIOR CITZ.	REFUNDING CHECK FROM SR CTR/COUNTY REIMB	3,061.00
3/18/2010	GEN 33304	SWARTZ CREEK AREA SENIOR CITZ.	FASCIA & GUTTERS E & S SIDE/ SR CTR-LIBR	870.00
3/18/2010	GEN 33305	UNUM LIFE INSURANCE	APRIL 10 LIFE INS SHANNON/SNELL	12.05
3/18/2010	GEN 33306	WALDORF AND SONS INC	JETT/CAMERA MAIN SANITARY SEWER IN ALLY	660.00
3/25/2010	GEN 33307	ACE ASPHALT & PAVING CO INC	COLD PATCH	588.98
3/25/2010	GEN 33308	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV.	72.03
			MATS, SUPPLIES	<u>26.88</u>
				98.91
3/25/2010	GEN 33309	BASIC	COPAY/OFFICE VISIT AGUILAR	10.00
3/25/2010	GEN 33310	BLUE CARE NETWORK-EAST MI	APRIL 10 RETIREE MED INS KELLY	442.38
			APRIL 10 RETIREE MED INS PETRUCHA	1,017.44
			APRIL 10 RETIREE MED INS TYLER	<u>442.38</u>
				1,902.20
3/25/2010	GEN 33311	BS & A SOFTWARE	EQ .NET ASSESSING/TAX/DEL PERS PROP	8,240.00

3/25/2010	GEN 33312	COMCAST BUSINESS	3/26-4/26/10 SERVICES	280.61
3/25/2010	GEN 33313	DEANNA KORTH	REIMB MEALS AGUILAR/KORTH MAMC CONF	71.69
3/25/2010	GEN 33314	DELTA DENTAL PLAN	APRIL 10 DENTAL - RETIREES (3)	162.36
3/25/2010	GEN 33315	ELECTIONSOURCE	CERT KIT FOR BALLOT BOXES (4)	58.27
3/25/2010	GEN 33316	HYDRO DESIGNS	WATER CROSS CONNECTION CONTROL AND COMPL	375.00
3/25/2010	GEN 33317	IVAN SMITH LIBRARIAN	REIMBURSE FOR ITEMS PURCH LIBRARY EVENT	26.29
3/25/2010	GEN 33318	KHALIL NEMER	APRIL 10 MONTH RENT 5438 MILLER AMB BLDG	758.34
3/25/2010	GEN 33319	LANDMARK APPRAISAL CO	ASSESSOR SERVICES NOV 1, 2009-OCT 31, 20	2,233.33
3/25/2010	GEN 33320	LAURA TILSON	UB REFUND OVERPAYMENT	2.97
3/25/2010	GEN 33321	MUZZALL GRAPHICS	PAYROLL CHECKS QTY 1000	158.45
			A/P LASER CHECKS QTY 2000	211.65
				<u>370.10</u>
3/25/2010	GEN 33322	RIO SUPPLY MICHIGAN METER INC	WATER METERS QTY 20	1,729.76
			WATER METERS/METER SUPPLIES	1,923.03
				<u>3,652.79</u>
3/25/2010	GEN 33323	ROWE PROFESSIONAL SERVICES CO	MORRISH RD CONSTRUCTION ENGINEERING	363.25
3/25/2010	GEN 33324	ROWE PROFESSIONAL SERVICES CO	REVV PLANS FOR BID PRICE BRISTOL/MORRISH	198.00
3/25/2010	GEN 33325	SIMEN FIGURA & PARKER PLC	FEB 10 GENERAL/TRAFFIC/ORDIN	3,835.00
3/25/2010	GEN 33326	THOMPSON SERVICE	TIRE REPAIR	10.00
			FRONT BRAKES REPAIR	25.00
			ESTIMATE/CHECK TRANS LINE/BRAKES/TIRES	45.00
				<u>80.00</u>
				<u>450,803.13</u>
TOTAL OF 166 Checks:				
(1 Checks Voided)				

DPS ACTIVITY - MARCH 2010

	REG	HOL	VAC	ABSENT	OT	DT
101 GENERAL FUND						
101.0 COUNCIL						
172.0 EXECUTIVE						
253.0 TREASURER						
257.0 ASSESSOR						
262.0 ELECTIONS						
301.0 POLICE						
410.0 BLG-ADMIN-OBRIEN						
781.0 AMPHI-PARK						
782.0 WINSHALL PARK						
782.0 WINSHALL GARBAGE						
783.0 ELMS PARK	2.00	0.11	0.05			
783.0 ELMS GARBAGE						
784.0 BICENT. PARK						
790.0 LIBRARY/SENIOR	30.00	1.55	0.82	0.53		
792.0 P S BLDG	16.00	0.55	0.60	0.39		
793.0 CITY HALL	4.75	0.20	0.15	0.11		
794.0 COMM PROMO	6.00	0.22	0.17	0.09		
796.0 CEMTERY						
202 MAJOR STREET FUND						
429.0 SAFETY						
463.0 STREET MAIN	26.00	0.77	1.02	0.44		
474.0 TRAFFIC	7.00	0.22		0.13		
478.0 SNOW & ICE	20.00	2.23			12.00	
482.0 ADMIN						
203 LOCAL STREET FUND						
429.0 SAFETY						
463.0 STREET MAIN	42.00	1.33	1.60	0.66		
474.0 TRAFFIC	1.00	0.11				
478.0 SNOW & ICE	34.00	2.89	0.43	0.22	15.00	
482.0 ADMIN	8.14	0.44		0.22		
226 GARBAGE FUND						
528.0 COLLECT	13.00	1.00	0.22	0.11		
530.0 WOODCHIPPING	7.40	0.40		0.20		
793.0 CITY HALL	4.75	0.20	0.15	0.11		
590 WATER						
540.0 WATER SYSTEM	95.23	5.47	0.65	2.23		8.50
540.0 WATER-ON CALL						
542.0 READ & BILL	101.00	3.10	0.16	1.77		
793.0 CITY HALL	4.75	0.20	0.15	0.11		
591 SEWER						
536.0 SEWER SYSTEM	80.23	4.69	0.22	1.90		
536.0 SEWER-ON CALL						
537.0 LIFT STATION	20.00	1.00	0.60	0.28		
542.0 READ & BILL						
793.0 CITY HALL	4.75	0.20	0.15	0.11		
661 MOTOR POOL FUND						
795.0 CITY GARAGE	62.00	5.12	0.86	0.39		
	590.00	32.00	8.00	10.00	27.00	8.50
HOLIDAY						
VACATION						
ABSENT						
DAILY HOURS TOTAL	590.00	32.00	8.00	10.00	27.00	8.50

March 2010	<u>MILES DRIVEN</u>	<u>GALLONS GAS PURCHASED</u>	<u>GALLONS DIESEL PURCHASED</u>
<u>#1 P/U 4WD</u>			
<u>#3 P/U 4WD</u>	224	25	
<u>07-03 P/U 4WD</u>	184		25
<u>09-03 P/U 4WD</u>	954		79
<u>#2 P/U 2WD</u>	495	35	
<u>#6-00 BACKHOE</u>			
<u>#9 DUMP</u>			
<u>#10 DUMP</u>			
<u>#11 DUMP</u>			
<u>#12-02 DUMP</u>	5		
<u>#12-04 DUMP</u>	93		16
<u>#12-99 GENERATOR</u>			
<u>#9-02 BRUSH HOG</u>			
<u>#17 CASE BACKHOE</u>			
<u>#19 JD TRACTOR</u>			
<u>#06-99 BUCKET TRUCK</u>			
<u>#21 WOOD CHIPPER</u>			
<u>#807 STREET SWEEPER</u>	7		
<u>#42 ASPHALT HEATER</u>			10
<u>#37 TRAIL ARROW</u>			
<u>#10-98 3" PUMP</u>			
<u>#28A 3" PUMP</u>			
<u>3" PUMP</u>			
<u>#30 4" PUMP</u>			
<u>#31 4" PUMP</u>			
<u>#32 4" PUMP</u>			
<u>1" PUMP</u>			
<u>S-10</u>			
<u>TOTAL</u>	<u>1962</u>	<u>60</u>	<u>130</u>

Public Works
Monthly Work Orders
04/06/10

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
BXRP10-0013 Completed	HT10-003420-0000-00	BAEHR, KARL 3420 HERITAGE BLVD	03/17/10 03/16/10	CURB BOX REPAIR
BXRP10-0014 Completed	ST10-006287-0000-00	SKINNER, JAMES A 6287 ST CHARLES PASS	03/17/10 03/16/10	CURB BOX REPAIR
BXRP10-0016 COMPLETED	SE20-005297-0000-02	MARTIN, ANGELA 5297 SEYMOUR RD	03/23/10 03/23/10	CURB BOX REPAIR
BXRP10-0017 COMPLETED	SE20-005371-0000-02	BANTA, LAYNETT 5371 SEYMOUR RD	03/23/10 03/23/10	CURB BOX REPAIR
DRAN10-0002 Completed	MI10-008012-0000-03	JT'S COUNTRY KITCHEN 8012 MILLER RD	03/30/10 03/31/10	STORM DRAINS
FLAG10-0022 Completed	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	03/08/10 03/09/10	LOWER/RAISE FLAG
FNRD10-0182 Completed	CH20-009308-0000-01	FRIESEN, LAUREN 9308 CHESTERFIELD DR	03/15/10 03/15/10	FINAL READ
FNRD10-0185 Completed	KI10-000144-0000-03	BUCHANAN, ROBERT 144 KINGSLEY DR	03/01/10 03/01/10	FINAL READ
FNRD10-0186 Completed	BR30-000170-0000-02	PILON, CHRISTINE 170 BROOKFIELD DR	03/01/10 03/01/10	FINAL READ
FNRD10-0187 Completed	JI10-009308-0000-04	WHEELER, SCOTT 9308 JILL MARIE LN	03/04/10 03/04/10	FINAL READ
FNRD10-0188 Completed	MI10-008295-0000-04	CRIST, MATT & PAM 8295 MILLER RD	03/05/10 03/05/10	FINAL READ
FNRD10-0189 Completed	GR10-005227-0000-02	TREMAINE GMAC 5227 GREENLEAF DR	03/09/10 03/09/10	FINAL READ
FNRD10-0190 Completed	CH20-009308-0000-01	FRIESEN, LAUREN 9308 CHESTERFIELD DR	03/15/10 03/15/10	FINAL READ
FNRD10-0191 Completed	CH30-007550-0000-03	CORKINS, MICHELLE 7550 CHURCH ST	03/16/10 03/16/10	FINAL READ
FNRD10-0192 Completed	SE20-005297-0000-02	MARTIN, ANGELA 5297 SEYMOUR RD	03/19/10 03/19/10	FINAL READ
FNRD10-0193 Completed	MO10-004505-0000-04	FRANTA, JANE 4505 MORRISH RD	03/23/10 03/23/10	FINAL READ
FNRD10-0194 Completed	DU10-005296-0000-01	CASLER, ROBERT 5296 DURWOOD DR	03/30/10 03/26/10	FINAL READ
GWO10-0128 Completed	MI10-008104-0000-01	BURNHAM, LELAND 8104 MILLER RD	03/01/10 03/24/10	GENERIC WORK ORDE
GWO10-0129 Completed	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	03/12/10 03/12/10	GENERIC WORK ORDE
GWO10-0130 Completed	BI10-005158-0000-01	KETCHMARK, DENISE 5158 BIRCHCREST DR	03/08/10 03/08/10	GENERIC ⁴¹ WORK ORDE

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
GWO10-0131 Completed	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	03/19/10 03/19/10	GENERIC WORK ORDE
GWO10-0132 Completed	SE20-005211-0000-01	ESKEW, CONNIE 5211 SEYMOUR RD	03/15/10 03/15/10	GENERIC WORK ORDE
GWO10-0133 Completed	CI10-008100-0000-01	PUBLIC SAFETY BUILDING 8100 CIVIC DR	03/16/10 03/16/10	GENERIC WORK ORDE
GWO10-0134	BR20-006491-0000-02	WAUN, JENNIFER 6491 BRISTOL RD	03/16/10	GENERIC WORK ORDE
GWO10-0135 Completed	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	03/17/10 03/17/10	GENERIC WORK ORDE
GWO10-0136	CI10-008095-0000-01	PERKINS LIBRARY 8095 CIVIC DR	03/30/10	GENERIC WORK ORDE
MNT10-0044 Completed	CI10-008100-0000-01	PUBLIC SAFETY BUILDING 8100 CIVIC DR	03/02/10 03/02/10	BUILDING MAINTENA
MNT10-0045 Completed	CI10-008095-0000-01	PERKINS LIBRARY 8095 CIVIC DR	03/09/10 03/10/10	BUILDING MAINTENA
MNT10-0046 Completed	CI10-008095-0000-01	PERKINS LIBRARY 8095 CIVIC DR	03/30/10 03/30/10	BUILDING MAINTENA
MTRP10-0112 Completed	PA10-007099-0000-01	FRASIER, JULIE 7099 PARK RIDGE PKY	03/01/10 03/01/10	METER REPAIR
MTRP10-0114 Completed	PA10-007160-0000-02	WOODS, MARTIN 7160 PARK RIDGE PKY	03/01/10 03/01/10	METER REPAIR
MTRP10-0115 Completed	OA10-009179-0000-01	HAMMERSLEY, JANICE 9179 OAKVIEW DR	03/04/10 03/04/10	METER REPAIR
MTRP10-0116 Completed	CH20-009162-0000-01	GOOLEY, MICHAEL 9162 CHESTERFIELD DR	03/02/10 03/02/10	METER REPAIR
MTRP10-0117 Completed	TA10-006412-0000-01	KELLEY, WAYNE 6412 TALLMADGE CT	03/02/10 03/02/10	METER REPAIR
MTRP10-0118 Completed	PA10-007192-0000-03	ADAMS, JAMIE 7192 PARK RIDGE PKY	03/05/10 03/05/10	METER REPAIR
MTRP10-0119 Completed	PA10-007192-0000-03	ADAMS, JAMIE 7192 PARK RIDGE PKY	03/01/10 03/01/10	METER REPAIR
MTRP10-0120 Completed	BI20-004177-0000-01	KOWALCO, KAREN 4177 BIRCH LN	03/02/10 03/02/10	METER REPAIR
MTRP10-0121 Completed	CT10-003495-0000-03	VANTIL, STEVEN 3495 CANTERBURY ST	03/01/10 03/01/10	METER REPAIR
MTRP10-0122 Completed	BR20-007074-0000-02	LABOMBARD, DAVID 7074 BRISTOL RD	03/04/10 03/04/10	METER REPAIR
MTRP10-0123 Completed	BR20-008119-0000-02	BROOKE, JOE 8119 BRISTOL RD	03/03/10 03/03/10	METER REPAIR
MTRP10-0124 Completed	HI20-004192-0000-01	BROADWORTH, JERRY 4192 HICKORY LN	03/03/10 03/03/10	METER REPAIR
MTRP10-0125	CT10-003475-0000-01	PARRY, BRIAN	03/01/10	METER REPAIR

Work Order	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
Completed		3475 CANTERBURY ST	03/01/10	
MTRP10-0126	MI10-007255-0000-01	BENSCH, ROBERT	03/02/10	METER REPAIR
Completed		7255 MILLER RD	03/02/10	
MTRP10-0127	HT10-003346-0000-01	LATHERS, WILLIAM	03/02/10	METER REPAIR
Completed		3346 HERITAGE BLVD	03/02/10	
MTRP10-0128	HT10-003449-0000-01	KESSLER, JOANNE	03/02/10	METER REPAIR
Completed		3449 HERITAGE BLVD	03/02/10	
MTRP10-0129	HT10-003441-0000-03	MCHUGH, JASON	03/02/10	METER REPAIR
Completed		3441 HERITAGE BLVD	03/02/10	
MTRP10-0130	HT10-003435-0000-01	ELDE, JANET	03/02/10	METER REPAIR
Completed		3435 HERITAGE BLVD	03/02/10	
MTRP10-0131	HT10-003431-0000-01	TOTH, JOAN & JAMES	03/02/10	METER REPAIR
Completed		3431 HERITAGE BLVD	03/02/10	
MTRP10-0132	HT10-003425-0000-01	NORRIS, GREGORY	03/02/10	METER REPAIR
Completed		3425 HERITAGE BLVD	03/02/10	
MTRP10-0133	HT10-003405-0000-01	NEMER, ELIZABETH	03/02/10	METER REPAIR
Completed		3405 HERITAGE BLVD	03/02/10	
MTRP10-0134	HT10-003355-0000-00	BENEDICT, BRUCE	03/02/10	METER REPAIR
Completed		3355 HERITAGE BLVD	03/02/10	
MTRP10-0135	HT10-003349-0000-02	SARGENT, MARTINA JAMES MARC	03/02/10	METER REPAIR
Completed		3349 HERITAGE BLVD	03/02/10	
MTRP10-0136	BA10-006212-0000-01	FOURNIER, ROBERT	03/02/10	METER REPAIR
Completed		6212 BAINBRIDGE DR	03/02/10	
MTRP10-0137	BA10-006224-0000-01	KRAMER, TED & RUTH	03/02/10	METER REPAIR
Completed		6224 BAINBRIDGE DR	03/02/10	
MTRP10-0138	HT10-003336-0000-01	MACCIOMEI, ALBERT	03/02/10	METER REPAIR
Completed		3336 HERITAGE BLVD	03/02/10	
MTRP10-0139	CT10-003469-0000-02	PHILLIPS, DANIEL	03/02/10	METER REPAIR
Completed		3469 CANTERBURY ST	03/02/10	
MTRP10-0140	CT10-003461-0000-02	COHEN, JENNIFER	03/02/10	METER REPAIR
Completed		3461 CANTERBURY ST	03/02/10	
MTRP10-0141	CT10-003457-0000-01	KURTIAK, SCOTT	03/02/10	METER REPAIR
Completed		3457 CANTERBURY ST	03/02/10	
MTRP10-0142	CT10-003451-0000-03	STEVENS, DAMEN	03/02/10	METER REPAIR
Completed		3451 CANTERBURY ST	03/02/10	
MTRP10-0143	CT10-003445-0000-01	GUTHREE, RONALD	03/02/10	METER REPAIR
Completed		3445 CANTERBURY ST	03/02/10	
MTRP10-0144	CT10-003474-0000-01	SCRAGG, ENOS	03/02/10	METER REPAIR
Completed		3474 CANTERBURY ST	03/02/10	
MTRP10-0145	CO30-006286-0000-01	SMELA, THOMAS & ANN	03/02/10	METER REPAIR
Completed		6286 CONCORD DR	03/02/10	
MTRP10-0146	HT10-003352-0000-01	DEAN, MARY	03/02/10	METER REPAIR
Completed		3352 HERITAGE BLVD	03/02/10	

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
MTRP10-0147 Completed	HT10-003358-0000-01	VUCKOVICH, PATRICIA 3358 HERITAGE BLVD	03/02/10 03/02/10	METER REPAIR
MTRP10-0148 Completed	CO30-006280-0000-01	KOOPMAN, THOMAS 6280 CONCORD DR	03/02/10 03/02/10	METER REPAIR
MTRP10-0149 Completed	GA10-004518-0000-02	TUTTLE, RONALD B 4518 GATEWAY BLVD	03/05/10 03/05/10	METER REPAIR
MTRP10-0150 Completed	HI20-004202-0000-01	KALAKAY, MATTHEW 4202 HICKORY LN	03/04/10 03/04/10	METER REPAIR
MTRP10-0151 Completed	CH20-009318-0000-03	PARSONS, FRAN 9318 CHESTERFIELD DR	03/03/10 03/03/10	METER REPAIR
MTRP10-0152 Completed	CH20-009344-0000-03	VARGO, JAMES & BRENDA 9344 CHESTERFIELD	03/08/10 03/08/10	METER REPAIR
MTRP10-0153 Completed	SE20-005372-0000-01	FIRST BAPTIST CHURCH 5372 SEYMOUR RD	03/09/10 03/09/10	METER REPAIR
MTRP10-0154 Completed	AU10-006379-0000-01	HOSLER, MATTHEW 6379 AUGUSTA ST	03/04/10 03/04/10	METER REPAIR
MTRP10-0155 Completed	CB10-003452-0000-01	ALEXANDER, TONY 3452 CAMBRIDGE	03/04/10 03/04/10	METER REPAIR
MTRP10-0156 Completed	AU10-006286-0000-03	GOOD, LORA 6286 AUGUSTA ST	03/04/10 03/04/10	METER REPAIR
MTRP10-0157 Completed	AU10-006328-0000-01	BYRD, TIMOTHY 6328 AUGUSTA ST	03/04/10 03/04/10	METER REPAIR
MTRP10-0158 Completed	CT10-003490-0000-03	COLLIVER, PAUL 3490 CANTERBURY ST	03/04/10 03/04/10	METER REPAIR
MTRP10-0159 Completed	AU10-006280-0000-01	BLAKE, MICHAEL 6280 AUGUSTA ST	03/03/10 03/03/10	METER REPAIR
MTRP10-0160 Completed	AU10-006274-0000-01	HERMIZ, MAHER 6274 AUGUSTA ST	03/03/10 03/03/10	METER REPAIR
MTRP10-0161 Completed	JI10-009203-0000-03	CUMMINS, JESSE 9203 JILL MARIE LN	03/15/10 03/15/10	METER REPAIR
MTRP10-0162 Completed	JI10-009262-0000-01	LAMBERT, ANNA 9262 JILL MARIE LN	03/08/10 03/08/10	METER REPAIR
MTRP10-0163 Completed	AU10-006337-0000-01	DOUCETTE, TIM 6337 AUGUSTA ST	03/04/10 03/04/10	METER REPAIR
MTRP10-0164 Completed	AU10-006343-0000-01	BEST, GREG 6343 AUGUSTA ST	03/04/10 03/04/10	METER REPAIR
MTRP10-0165 Completed	AU10-006371-0000-01	MURPHY, RICHARD 6371 AUGUSTA ST	03/04/10 03/04/10	METER REPAIR
MTRP10-0166 Completed	JI10-009308-0000-04	WHEELER, SCOTT 9308 JILL MARIE LN	03/05/10 03/05/10	METER REPAIR
MTRP10-0167 Completed	AU10-006292-0000-01	TRUNDLE, GEORGE 6292 AUGUSTA ST	03/03/10 03/03/10	METER REPAIR
MTRP10-0168	MI10-006157-0000-01	BEAIRD, EDWARD	03/09/10	METER REPAIR

Work Order	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
Completed		6157 MILLER RD	03/09/10	
MTRP10-0169	MO20-004186-0000-02	SHEGOS, RAYMOND	03/17/10	METER REPAIR
Completed		4186 MOUNTAIN ASH LN	03/17/10	
MTRP10-0170	RA10-004515-0000-01	DUCKERING, JOHN	03/09/10	METER REPAIR
Completed		4515 RAUBINGER RD	03/09/10	
MTRP10-0171	HI20-004183-0000-01	FICK, DANEEN	03/09/10	METER REPAIR
Completed		4183 HICKORY LN	03/09/10	
MTRP10-0172	OA10-009238-0000-01	DRAHEIM, CARLEEN	03/08/10	METER REPAIR
Completed		9238 OAKVIEW DR	03/08/10	
MTRP10-0173	OA10-009293-0000-01	DAVIS, MARK	03/12/10	METER REPAIR
Completed		9293 OAKVIEW DR	03/12/10	
MTRP10-0174	J110-009292-0000-03	ABDULLA, ABDULLA	03/08/10	METER REPAIR
Completed		9292 JILL MARIE LN	03/08/10	
MTRP10-0175	MN10-003448-0000-01	QUATTLEBAUM, CURT	03/12/10	METER REPAIR
Completed		3448 MANCHESTER ST	03/12/10	
MTRP10-0176	GR10-005173-0000-02	LANCASTER-MAY, TERRY	03/09/10	METER REPAIR
Completed		5173 GREENLEAF DR	03/09/10	
MTRP10-0177	CB10-003445-0000-01	WILLSEY, DEWAYNE	03/15/10	METER REPAIR
Completed		3445 CAMBRIDGE ST	03/15/10	
MTRP10-0178	PA10-007151-0000-02	DUBERVILLE, MARTHA	03/11/10	METER REPAIR
Completed		7151 PARK RIDGE PKY	03/15/10	
MTRP10-0179	AU10-006351-0000-02	MURPHY, C	03/11/10	METER REPAIR
Completed		6351 AUGUSTA ST	03/11/10	
MTRP10-0180	CB10-003446-0000-01	STOCKDALE, EVELYN	03/11/10	METER REPAIR
Completed		3446 CAMBRIDGE ST	03/11/10	
MTRP10-0181	MI10-007216-0000-01	PACKER, JIM	03/11/10	METER REPAIR
Completed		7216 MILLER RD	03/11/10	
MTRP10-0182	BI20-004176-0000-02	STEWART II, PAUL A	03/12/10	METER REPAIR
Completed		4176 BIRCH LN	03/12/10	
MTRP10-0183	SI10-004187-0000-01	LEESE, JEFFREY	03/18/10	METER REPAIR
Completed		4187 SILVER MAPLE LN	03/18/10	
MTRP10-0184	ST10-006333-0000-01	BROWN, ROBERT	03/09/10	METER REPAIR
Completed		6333 ST CHARLES PASS	03/09/10	
MTRP10-0185	J110-009244-0000-02	TRIMBLE, ANGELA	03/12/10	METER REPAIR
Completed		9244 JILL MARIE LN	03/12/10	
MTRP10-0186	ST10-006251-0000-01	OBRIEN, TERESA	03/09/10	METER REPAIR
Completed		6251 ST CHARLES PASS	03/09/10	
MTRP10-0187	ST10-006287-0000-00	SKINNER, JAMES A	03/09/10	METER REPAIR
Completed		6287 ST CHARLES PASS	03/09/10	
MTRP10-0188	ST10-006327-0000-00	PAPE, WALTER	03/09/10	METER REPAIR
Completed		6327 ST CHARLES PASS	03/09/10	
MTRP10-0189	ST10-006321-0000-01	PARTLO, PHILIP	03/09/10	METER REPAIR
Completed		6321 ST CHARLES PASS	03/09/10	

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
MTRP10-0190 Completed	ST10-006315-0000-01	CHRISTIE, JASON 6315 ST CHARLES PASS	03/09/10 03/09/10	METER REPAIR
MTRP10-0191 Completed	ST10-006299-0000-01	SCHIESTEL, RANDALL 6299 ST CHARLES PASS	03/09/10 03/09/10	METER REPAIR
MTRP10-0192 Completed	ST10-006293-0000-00	LINDSAY, DOUGLAS 6293 ST CHARLES PASS	03/09/10 03/09/10	METER REPAIR
MTRP10-0193 Completed	AR10-006243-0000-02	SMYTH, KENDALL & CHRISTINE 6243 ARLINGTON DR	03/09/10 03/09/10	METER REPAIR
MTRP10-0194 Completed	AR10-006249-0000-01	LUMLEY, LINDA 6249 ARLINGTON DR	03/09/10 03/09/10	METER REPAIR
MTRP10-0195 Completed	AR10-006291-0000-01	ZELENBABA, GEORGE 6291 ARLINGTON DR	03/09/10 03/09/10	METER REPAIR
MTRP10-0196 Completed	AR10-006290-0000-00	DONALDSON, DAVID 6290 ARLINGTON DR	03/09/10 03/09/10	METER REPAIR
MTRP10-0197 Completed	AR10-006284-0000-02	ERINA, LEONARD 6284 ARLINGTON DR	03/09/10 03/09/10	METER REPAIR
MTRP10-0198 Completed	AR10-006248-0000-02	LANDON, ROBERT 6248 ARLINGTON DR	03/09/10 03/09/10	METER REPAIR
MTRP10-0199 Completed	AR10-006242-0000-02	KELLEY, AMY 6242 ARLINGTON DR	03/09/10 03/09/10	METER REPAIR
MTRP10-0200 Completed	ST10-006235-0000-01	GOOCH, RICK 6235 ST CHARLES PASS	03/09/10 03/09/10	METER REPAIR
MTRP10-0201 Completed	ST10-006227-0000-01	LOUMAN, DAN 6227 ST CHARLES PASS	03/09/10 03/09/10	METER REPAIR
MTRP10-0202 Completed	ST10-006245-0000-00	MOSHER, BRIAN 6245 ST CHARLES PASS	03/09/10 03/09/10	METER REPAIR
MTRP10-0203 Completed	MA40-006230-0000-01	DEMARIA, ROBERT 6230 MANSFIELD ST	03/09/10 03/09/10	METER REPAIR
MTRP10-0204 Completed	MA40-006236-0000-01	BURNER, DENETRA 6236 MANSFIELD ST	03/09/10 03/09/10	METER REPAIR
MTRP10-0205 Completed	MA40-006246-0000-01	BREWINGTON, LYNN 6246 MANSFIELD ST	03/09/10 03/09/10	METER REPAIR
MTRP10-0206 Completed	MA40-006240-0000-01	CARLSON, CURT 6240 MANSFIELD ST	03/09/10 03/09/10	METER REPAIR
MTRP10-0207 Completed	HT10-003402-0000-00	SELASKY, SHAWN 3402 HERITAGE BLVD	03/11/10 03/11/10	METER REPAIR
MTRP10-0208 Completed	HT10-003450-0000-02	AUSIN, ADOLFO 3450 HERITAGE BLVD	03/11/10 03/11/10	METER REPAIR
MTRP10-0209 Completed	CO30-006292-0000-01	ZUCHEGNO, NANCY 6292 CONCORD DR	03/11/10 03/11/10	METER REPAIR
MTRP10-0210 Completed	CT10-003474-0000-01	SCRAGG, ENOS 3474 CANTERBURY ST	03/22/10 03/22/10	METER REPAIR
MTRP10-0211	HT10-003414-0000-01	BURHANS, KARYN	03/11/10	METER REPAIR

Work Order	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
Completed		3414 HERITAGE BLVD	03/11/10	
MTRP10-0212	HT10-003420-0000-00	BAEHR, KARL	03/11/10	METER REPAIR
Completed		3420 HERITAGE BLVD	03/11/10	
MTRP10-0213	HT10-003426-0000-00	WARREN, TRACY	03/11/10	METER REPAIR
Completed		3426 HERITAGE BLVD	03/11/10	
MTRP10-0214	HT10-003442-0000-01	BLANKENSHIP, MARK	03/11/10	METER REPAIR
Completed		3442 HERITAGE BLVD	03/11/10	
MTRP10-0215	HT10-003432-0000-03	OSTROWSKI, JAMES	03/11/10	METER REPAIR
Completed		3432 HERITAGE BLVD	03/11/10	
MTRP10-0216	HT10-003460-0000-02	BROWN, TIMOTHY	03/11/10	METER REPAIR
Completed		3460 HERITAGE BLVD	03/11/10	
MTRP10-0217	DU10-005174-0000-01	RAUBINGER, KIM	03/18/10	METER REPAIR
Completed		5174 DURWOOD DR	03/16/10	
MTRP10-0218	RA10-004505-0000-01	OCENASEK, NANCY	03/18/10	METER REPAIR
Completed		4505 RAUBINGER RD	03/19/10	
MTRP10-0219	BI20-004186-0000-01	GILBERT, LEE ANN	03/17/10	METER REPAIR
Completed		4186 BIRCH LN	03/17/10	
MTRP10-0220	MO20-004187-0000-02	KNICKERBOCKER, MICHAEL	03/18/10	METER REPAIR
Completed		4187 MOUNTAIN ASH LN	03/18/10	
MTRP10-0221	CH30-007550-0000-04	ASSENMACHER, MATT	03/19/10	METER REPAIR
Completed		7550 CHURCH ST	03/19/10	
MTRP10-0222	CT10-003457-0000-01	KURTIAK, SCOTT	03/22/10	METER REPAIR
Completed		3457 CANTERBURY ST	03/22/10	
MTRP10-0223	EL10-003475-0000-02	ALLEN, KIESHA	03/17/10	METER REPAIR
Completed		3475 ELMS RD	03/17/10	
MTRP10-0224	RE10-004176-0000-02	ROWELL, MICHAEL	03/19/10	METER REPAIR
Completed		4176 RED OAK LN	03/19/10	
MTRP10-0225	BR20-007084-0000-01	CAMPBELL, DARLENE P	03/24/10	METER REPAIR
Completed		7084 BRISTOL RD	03/24/10	
MTRP10-0226	J110-009188-0000-01	BYRNE, JESSICA	03/23/10	METER REPAIR
Completed		9188 JILL MARIE LN	03/23/10	
MTRP10-0227	MI10-005454-0000-01	JOHNSON, SHANE	03/23/10	METER REPAIR
Completed		5454 MILLER RD	03/23/10	
MTRP10-0228	NE10-006737-0000-01	PERREAULT, JOE	03/22/10	METER REPAIR
Completed		6737 NEMER CT	03/22/10	
MTRP10-0229	NE10-006748-0000-01	HUNT, RICHARD	03/23/10	METER REPAIR
Completed		6748 NEMER CT	03/23/10	
MTRP10-0230	NE10-006736-0000-01	HOBSON, NORMA	03/23/10	METER REPAIR
Completed		6736 NEMER CT	03/23/10	
MTRP10-0231	MO20-004177-0000-01	EARL, DEB	03/24/10	METER REPAIR
Completed		4177 MOUNTAIN ASH LN	03/24/10	
MTRP10-0232	CC10-005915-0000-01	RYAN, PATRICK	03/17/10	METER REPAIR
Completed		5915 CROSSCREEK DR	03/10/10	

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
MTRP10-0233 Completed	CC10-005913-0000-02	SHARON, TERESA 5913 CROSSCREEK DR	03/17/10 03/17/10	METER REPAIR
MTRP10-0234 Completed	TA10-006398-0000-01	STREETMAN, C L 6398 TALLMADGE CT	03/22/10 03/22/10	METER REPAIR
MTRP10-0235 Completed	CC10-005901-0000-01	HOLT, RAY 5901 CROSSCREEK DR	03/17/10 03/17/10	METER REPAIR
MTRP10-0236 Completed	CC10-005911-0000-01	SMITH, MARY 5911 CROSSCREEK DR	03/17/10 03/17/10	METER REPAIR
MTRP10-0237 Completed	CC10-007386-0000-01	JACQUES, DIANNE 7386 CROSSCREEK DR	03/18/10 03/18/10	METER REPAIR
MTRP10-0238 Completed	CC10-007380-0000-01	GRINAGER, PATRICIA 7380 CROSSCREEK DR	03/18/10 03/18/10	METER REPAIR
MTRP10-0239 Completed	CC10-007378-0000-01	SCHOEPPACH, WAYNE 7378 CROSSCREEK DR	03/18/10 03/18/10	METER REPAIR
MTRP10-0240 Completed	CC10-007372-0000-02	QUILLEN, GARY R 7372 CROSSCREEK DR	03/18/10 03/18/10	METER REPAIR
MTRP10-0241 Completed	CC10-007370-0000-01	HAYES, EDGAR 7370 CROSSCREEK DR	03/18/10 03/18/10	METER REPAIR
MTRP10-0242 Completed	CC10-007358-0000-01	BEEBE, DORIS 7358 CROSSCREEK DR	03/18/10 03/18/10	METER REPAIR
MTRP10-0243 Completed	CC10-007356-0000-01	WRIGHT, MARYBELLE 7356 CROSSCREEK DR	03/18/10 03/18/10	METER REPAIR
MTRP10-0244 Completed	CC10-007350-0000-01	URECHE, ARTHUR 7350 CROSSCREEK DR	03/18/10 03/18/10	METER REPAIR
MTRP10-0245 Completed	CC10-005931-0000-02	BENZ, GLENNIE 5931 CROSSCREEK DR	03/18/10 03/18/10	METER REPAIR
MTRP10-0246 Completed	CT10-003482-0000-01	NEMER, DAVID 3482 CANTERBURY ST	03/25/10 03/25/10	METER REPAIR
MTRP10-0248 Completed	LA10-004273-0000-01	SCHINDLER, ROBERT 4273 LATIFEE CT	03/24/10 03/24/10	METER REPAIR
MTRP10-0249 Completed	LI10-007186-0000-00	BREWER, VERTIE 7186 LINDSEY DR	03/22/10 03/22/10	METER REPAIR
MTRP10-0250 Completed	LI10-007163-0000-00	BRISCOE, RAYMOND 7163 LINDSEY DR	03/22/10 03/22/10	METER REPAIR
MTRP10-0251 Completed	CC10-005932-0000-01	MILITELLO, DOLORES 5932 CROSSCREEK DR	03/22/10 03/22/10	METER REPAIR
MTRP10-0252 Completed	CC10-005914-0000-01	FLORINE, ROBERT 5914 CROSSCREEK DR	03/22/10 03/22/10	METER REPAIR
MTRP10-0253 Completed	CC10-007349-0000-01	SMITH, VICTOR 7349 CROSSCREEK DR	03/22/10 03/22/10	METER REPAIR
MTRP10-0254 Completed	LA10-004272-0000-02	VOTO, ROBERT 4272 LATIFEE CT	03/22/10 03/22/10	METER REPAIR
MTRP10-0255	LA10-004278-0000-01	HEMPSALL, CAROL	03/22/10	METER REPAIR

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
Completed		4278 LATIFEE CT	03/22/10	
MTRP10-0256	LA10-004284-0000-01	METCALFE, WILLIAM	03/22/10	METER REPAIR
Completed		4284 LATIFEE CT	03/22/10	
MTRP10-0257	LA10-004287-0000-01	KODBA, JEANNE	03/22/10	METER REPAIR
Completed		4287 LATIFEE CT	03/22/10	
MTRP10-0259	CC10-007389-0000-01	GREGORY, RONALD	03/22/10	METER REPAIR
Completed		7389 CROSSCREEK DR	03/22/10	
MTRP10-0260	CC10-007385-0000-02	BROWN, CHERYL L	03/22/10	METER REPAIR
Completed		7385 CROSSCREEK DR	03/22/10	
MTRP10-0261	LA10-004279-0000-01	POLI, ROBERT	03/22/10	METER REPAIR
Completed		4279 LATIFEE CT	03/22/10	
MTRP10-0262	LA10-004265-0000-01	ALLEN, JAMES	03/22/10	METER REPAIR
Completed		4265 LATIFEE CT	03/22/10	
MTRP10-0263	LA10-004261-0000-02	CUNNINGHAM, BARBARA	03/22/10	METER REPAIR
Completed		4261 LATIFEE CT	03/22/10	
MTRP10-0264	CC10-007353-0000-01	GAUTHIER, DELBERT	03/22/10	METER REPAIR
Completed		7353 CROSSCREEK DR	03/22/10	
MTRP10-0265	CC10-007396-0000-03	LEYANNA, EDWARD	03/22/10	METER REPAIR
Completed		7396 CROSSCREEK DR	03/22/10	
MTRP10-0266	CC10-007392-0000-01	FROBERG, BETTY J	03/22/10	METER REPAIR
Completed		7392 CROSSCREEK DR	03/22/10	
MTRP10-0267	CC10-007390-0000-01	OSBORN, MERLENE	03/22/10	METER REPAIR
Completed		7390 CROSSCREEK DR	03/22/10	
MTRP10-0268	CC10-007383-0000-01	CLARY, EILANE	03/22/10	METER REPAIR
Completed		7383 CROSSCREEK DR	03/22/10	
SWR10-0014	OA10-005165-0000-01	STORMS, JEFF	03/25/10	SEWER DRAIN PROBL
Completed		5165 OAKVIEW DR	03/26/10	
TRDN10-0015	CH10-009148-0000-01	COLE, DENNIS	03/31/10	TREE-TAKE DOWN
		9148 CHELMSFORD DR		
WBKU10-0012	HE10-005170-0000-06	CHARLES, JASON	03/23/10	WATER BACK UP-CHE
Completed		5170 HELMSLEY DR	03/23/10	
WOFF10-0303	CA10-008444-0000-02	MAIBERGER, DEAN	03/12/10	WATER TURN OFF
Completed		8444 CAPPY LN	03/12/10	
WOFF10-0304	MI10-007594-0000-07	ECKLESDAFER, DEREK	03/15/10	WATER TURN OFF
Completed		7594 MILLER RD	03/15/10	
WOFF10-0305	WO10-005285-0000-01	AITES, MARK	03/16/10	WATER TURN OFF
Completed		5285 WORCHESTER DR	03/16/10	
WOFF10-0306	WI10-005280-0000-02	MYERS, SHANNON	03/16/10	WATER TURN OFF
Completed		5280 WINSHALL DR	03/16/10	
WOFF10-0307	SE20-005375-0000-03	LUNDGREN, RYAN	03/16/10	WATER TURN OFF
Completed		5375 SEYMOUR RD	03/16/10	
WOFF10-0308	SE20-005371-0000-02	BANTA, LAYNETT	03/16/10	WATER TURN OFF
Completed		5371 SEYMOUR RD	03/16/10	

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
WOFF10-0309 Completed	SE20-005170-0000-02	STEBBINS, MICHAEL 5170 SEYMOUR RD	03/16/10 03/16/10	WATER TURN OFF
WOFF10-0310 Completed	MI10-007493-0000-03	REED, AMY 7493 MILLER RD	03/16/10 03/16/10	WATER TURN OFF
WOFF10-0311 Completed	SE20-005297-0000-02	MARTIN, ANGELA 5297 SEYMOUR RD	03/16/10 03/16/10	WATER TURN OFF
WOFF10-0312 Completed	J110-009243-0000-01	BARRY, BENJAMIN 9243 JILL MARIE LN	03/16/10 03/16/10	WATER TURN OFF
WOFF10-0313 Completed	DU10-005191-0000-03	GEORGE, MICHAEL 5191 DURWOOD DR	03/16/10 03/16/10	WATER TURN OFF
WOFF10-0314 Completed	CH30-007550-0000-03	CORKINS, MICHELLE 7550 CHURCH ST	03/16/10 03/16/10	WATER TURN OFF
WOFF10-0315 Completed	BR20-006491-0000-02	WAUN, JENNIFER 6491 BRISTOL RD	03/16/10 03/16/10	WATER TURN OFF
WTON10-0198 Completed	CE10-009267-0000-02	SUMNER, CLINT 9267 CEDAR CREEK CT	03/02/10 03/02/10	WATER TURN ON
WTON10-0199 Completed	CA10-008444-0000-02	MAIBERGER, DEAN 8444 CAPPY LN	03/05/10 03/05/10	WATER TURN ON
WTON10-0203 Completed	CC10-007369-0000-01	DEGAYNER, FELTON 7369 CROSSCREEK DR	03/17/10 03/17/10	WATER TURN ON
WTON10-0204 Completed	HI20-004193-0000-01	PAVLIK, MARGARET K 4193 HICKORY LN	03/19/10 03/19/10	WATER TURN ON
WTON10-0205 Completed	CH20-009308-0000-01	FRIESEN, LAUREN 9308 CHESTERFIELD DR	03/15/10 03/15/10	WATER TURN ON
WTON10-0206 Completed	MI10-007594-0000-07	ECKLESDAFER, DEREK 7594 MILLER RD	03/15/10 03/15/10	WATER TURN ON
WTON10-0207 Completed	BR20-006491-0000-02	WAUN, JENNIFER 6491 BRISTOL RD	03/16/10 03/16/10	WATER TURN ON
WTON10-0208 Completed	SC20-005027-0000-06	INCA REALTY 5027 SCHOOL ST	03/16/10 03/16/10	WATER TURN ON
WTON10-0209 Completed	SE20-005375-0000-03	LUNDGREN, RYAN 5375 SEYMOUR RD	03/16/10 03/16/10	WATER TURN ON
WTON10-0210 Completed	DU10-005191-0000-03	GEORGE, MICHAEL 5191 DURWOOD DR	03/17/10 03/17/10	WATER TURN ON
WTON10-0211 Completed	BR20-007042-0000-01	EVERSGERD, PAUL 7042 BRISTOL RD	03/26/10 03/26/10	WATER TURN ON
WTON10-0212 Completed	CH40-004271-0000-01	ANGELL, GEORGE 4271 CHAPEL LN	03/23/10 03/23/10	WATER TURN ON
WTON10-0213 Completed	HE10-005131-0000-01	JUHASZ, MAUREEN 5131 HELMSLEY DR	03/25/10 03/25/10	WATER TURN ON
WTON10-0214 Completed	DO10-005190-0000-01	CARROLL, MARVIN 5190 DON SHENK DR	03/25/10 03/25/10	WATER TURN ON
WTON10-0216	MY10-004362-0000-01	MCMILLIN, GERALD	03/25/10	WATER TURN ON

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
Completed		4362 MAYA LN	03/25/10	
WTON10-0217	DU10-005326-0000-01	WYATT, DONALD	03/25/10	WATER TURN ON
Completed		5326 DURWOOD DR	03/25/10	
WTON10-0218	SE20-005237-0000-01	VAVRO, RICHARD	03/25/10	WATER TURN ON
Completed		5237 SEYMOUR RD	03/25/10	

Total Records: 216

**FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT
Between
THE CITY OF SWARTZ CREEK
And
MEIJER INC.**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (the "Amendment") is made this 12th day of April, 2010, by and between the CITY OF SWARTZ CREEK, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek, MI 48473 ("City") and Meijer Inc, a Michigan Domestic Profit Corporation, with principal offices at 2929 Walker Avenue NW, Grand Rapids, Michigan 49544 ("Meijer").

WHEREAS, the City and Meijer entered into a Development Agreement, dated October 17, 2008, (the "Agreement") setting out all of the duties and responsibilities of both parties in connection with the Project, as well as the remedies for failure of a party to comply with said duties and/or responsibilities; and

WHEREAS, all terms defined in the Agreement shall have the same definitions as set forth herein unless expressly stated otherwise; and

WHEREAS, Meijer has deposited \$150,000 with the City towards the cost of the Morrish Road Improvements; and

WHEREAS, the City and Meijer desire to post-pone the completion of the Morrish Road Improvements until 2010; and

WHEREAS, there have been modifications to the design plans for the Morrish Road Improvements, including the phasing of the paving project and the phasing and overall need of the signals.

NOW, THEREFORE, the City and the Meijer, acting by and through their duly authorized representatives, hereby **AGREE AS FOLLOWS**:

1. Section 3 (Conditions and Acknowledgements) of the Agreement is amended to include the following new provisions:
 - k. It is understood that the easement requirements, as illustrated in the revised project plans (Exhibit D attached to this Amendment) shall be adequate for any and all work related to the Morrish Road Improvement Project and any additional work that shall be required at the intersection of Bristol Road and Morrish Road, including any future signal work. It is further understood that the Morrish Road Improvement Project, as revised and shown on Exhibit D, is sufficient

to accommodate all potential Morrish Road traffic generated by the Meijer Project (both the Meijer Store Phase and future phases), and the City will not require any additional improvements or easements for the Morrish Road Improvement Project as a result of development within the Meijer Project (both the Meijer Store Phase and future phases), except only for the Middle Drive. If in the future any improvements or easements for Morrish Road are required by any other governmental entity in addition to those included in the Morrish Road Improvement Project, the City agrees that the City (or others) will be responsible for them.

- I. The City agrees that for a period of ten (10) years from the date of this Amendment, that for future developments by other parties (excluding developments in the Meijer Project, both the Meijer Store Phase and future phases) in the North Morrish Road Planned Unit Development, it will include or require inclusion of the traffic counts projected for the Meijer Project (both the Meijer Store Phase and future phases) as shown in the traffic study by Tetra Tech, dated July, 2006, as background traffic.
2. Section 4 (Morrish Road Improvements) of the Agreement is deleted in its entirety and the following substituted:

4. Morrish Road Improvements.

The Project includes the design, engineering and construction of certain Public Improvements to Morrish Road as described on the attached revised Exhibit D (the "Morrish Road Improvement Project"). The Morrish Road Improvement Project includes curbs, curb cuts, lane widening, paving, traffic signals, signage, lighting, drainage, ditching, utility relocation, right-of-way acquisition, and permit and inspection fees. The City agrees to design, engineer and construct the Morrish Road Improvement Project at its expense (subject to Meijer's contribution). The Morrish Road Improvement Project shall be constructed in two phases: phase one being that portion of the Project located within the jurisdiction of the City of Swartz Creek, and phase two being that portion of the Project located within the jurisdiction of the Genesee County Road Commission. The City further agrees to complete the Morrish Road Improvement project (both phase one and phase two) by December 1, 2010, except for any and all unwarranted traffic signals. The City will provide Meijer and their consulting engineer copies of the pre-bid plans to insure compliance coordination on the Project site. The City acknowledges its responsibility for timely completion of the Morrish Road Improvement Project, and agrees that it will not delay issuance of a certificate of occupancy for the Meijer store and/or Meijer gas station/convenience store by reason of any delay.

The Morrish Road Improvement Project includes two traffic signals and associated improvements which currently do not meet the warrants for a signalized intersection under the Uniform Manual for Traffic Control Devices. One of these signals is at

the intersection of Morrish Road and I-69 (the "Morrish/I-69 Signal"), and the other is at the intersection of Morrish Road and Bristol Road (the "Morrish/Bristol Signal"). The parties acknowledge that the City will install these signals and related improvements as and when they are warranted.

Meijer shall contribute (the "Meijer Contribution") a maximum of one-million, five-hundred thousand dollars (\$1,500,000.00) toward the cost of the Morrish Road Improvement Project in full satisfaction of its obligations therefore. The Meijer Contribution shall be deposited with the City in accordance with the following schedule: (a) one hundred fifty thousand dollars (\$150,000) has already been paid by Meijer, the receipt of which the City acknowledges; (b) nine hundred forty-five thousand dollars (\$945,000) after the City awards the winning bid(s) for phase two of the Morrish Road Improvement Project, or June 1, 2010, whichever is later; (c) one hundred fifty thousand dollars (\$150,000) after the entire Morrish Road Improvement Project (except for the Morrish/I-69 Signal and Morrish/Bristol Signal) is finished and accepted by the City; (d) one hundred seventy-five thousand dollars (\$175,000) after the Morrish/I-69 Signal is warranted and the City awards the winning bid(s) for the construction; and (e) eighty thousand dollars (\$80,000) after the Morrish/Bristol-69 Signal is warranted and the City awards the winning bid(s) for the construction. The foregoing amounts will be deposited by Meijer within twenty (20) business days of receipt of an invoice from the City, with supporting documentation.

The Meijer Contribution may only to be used for the Morrish Road Improvement Project. The City acknowledges that it has received, or will receive, certain sums (in total, the "State Contribution") from the State of Michigan and/or other governmental entities toward the cost of the Morrish Road Improvement Project. The State Contribution is currently estimated to be three hundred sixty-eight thousand dollars (\$368,000). If the projected cost of the Morrish Road Improvement Project (except for the Morrish/I-69 Signal and Morrish/Bristol Signal), based upon the lowest bids received, is less than the sum of (i) one million two hundred forty-five thousand dollars (\$1,245,000) plus (ii) the State Contribution, then the amount of the Meijer Contribution shall be reduced by the amount of the difference and deducted from the amount to be deposited under subparagraph (b) of the preceding paragraph. After completion of the Morrish Road Improvement Project (except for the Morrish/I-69 Signal and Morrish/Bristol Signal) a final accounting will be done and adjustments will be made to the amount owing to or by Meijer and payments made accordingly. Likewise, if the projected cost based on lowest bids of either Morrish/I-69 Signal or the Morrish/Bristol Signal is less than the amount to be deposited by Meijer in accordance with the preceding subparagraph, then the amount deposited shall be reduced accordingly with a final accounting and adjustments made after completion.

3. Section 13 (Term) of the Agreement is hereby deleted and replaced with the following:

This Agreement shall commence on October 17, 2008, and continue until the earliest of (i) December 31, 2020, or (ii) the Meijer Project, both the Meijer Store Phase and future phases, have been constructed; provided, however, that any and all City permits and approvals shall only be valid for a period of three (3) years from the date of this Amendment. After three years from the date of this Amendment, all City permits and approvals associated with the Project shall expire (unless further extended) unless Meijer has begun construction of the Project. Once construction of the Project has commenced, the permits and approvals shall remain in force until completion of the Project. The warranty and maintenance obligations of paragraph 7 shall in any event continue in effect for the periods provided for therein.

4. Except as expressly set forth herein the Agreement is ratified and affirmed.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement as of the date first above written.

MEIJER INC.

CITY OF SWARTZ CREEK

Michael L. Kinstle
Vice President of Real Estate

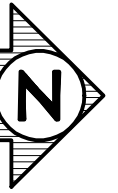
Richard Abrams, Mayor

Juanita Aguilar, Clerk

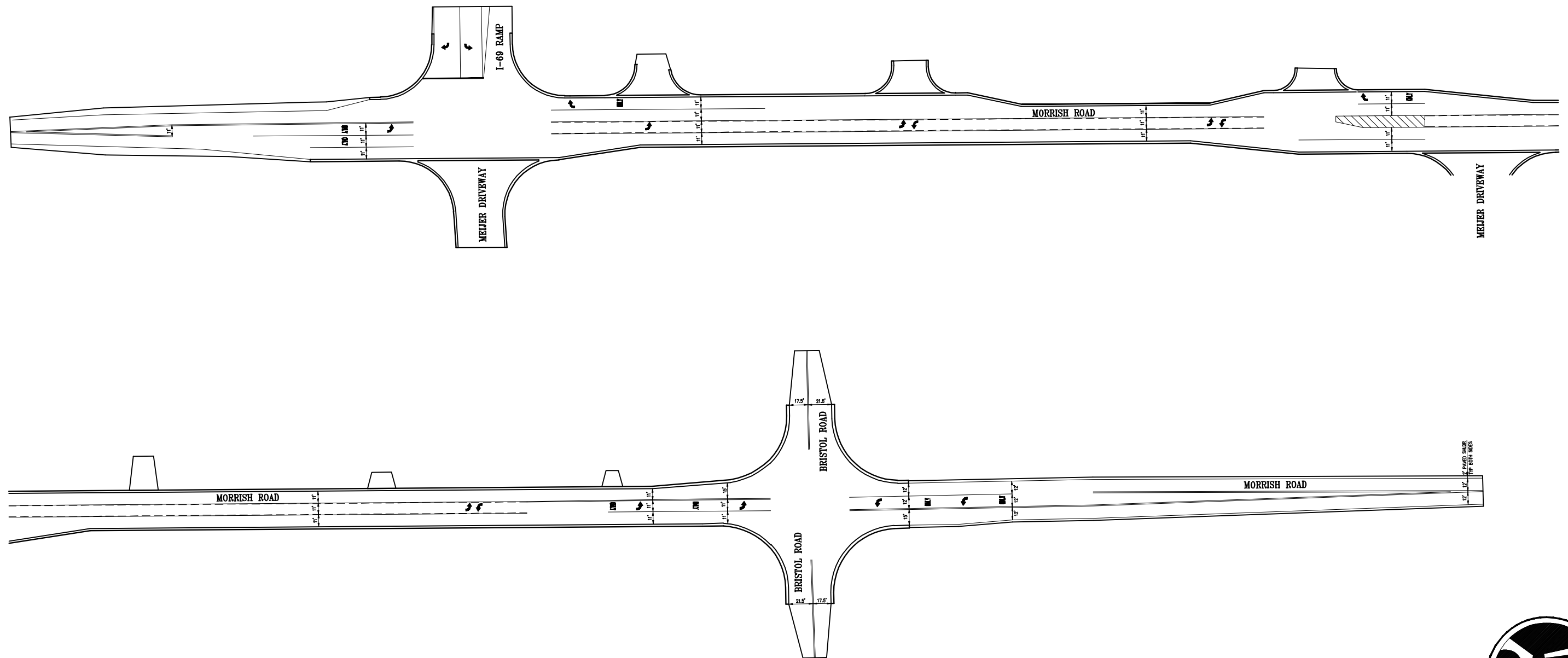
Approved as to form
Michael J. Gildner,
Assistant City Attorney

EXHIBIT "D"
 First Amendment
 Meijer Development
 Agreement

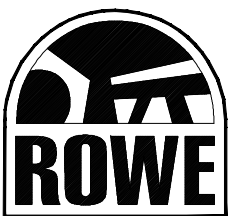
MORRISH ROAD CONCEPT LAYOUT



NOT TO SCALE



NOTE:
 THIS DRAWING IS A CONCEPT DRAWING TO SHOW THE PROPOSED PAVEMENT MARKINGS AND LANE WIDTHS FOR THE MORRISH ROAD CONSTRUCTION PROJECTS. FOR MORE DETAILED INFORMATION SEE THE CONSTRUCTION PLANS FOR THE 2010 MORRISH ROAD IMPROVEMENTS PROJECT AND THE 2010 MORRISH ROAD AND BRISTOL ROAD INTERSECTION IMPROVEMENTS PROJECT. THIS DRAWING SHOULD NOT BE USED FOR CONSTRUCTION PURPOSES.





LEGAL DEPARTMENT

Angela Mazurek
Phone: (616) 791-5953
Fax: (616) 791-5349
Angela.Mazurek@meijer.com

October 17, 2008

Adam Zettel, AICP
Assistant City Manager/Zoning Administrator
City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473

Re: Development Agreement
City of Swartz Creek / Meijer, Inc.

Dear Mr. Zettel:

At the request of Bob Cook, I have enclosed one fully executed original of the Development Agreement between the City of Swartz Creek and Meijer, Inc., dated October 17, 2008. Please note that we added the exhibits to the Agreement. Please let us know as soon as possible if you have any questions or concerns regarding the exhibits.

If you have any questions, please contact me at (616) 791-5953 or Bob Cook at (616) 791-3002. Thank you.

Sincerely,

MEIJER

Angela Mazurek
Paralegal

Enclosures

cc. Bob Cook

DEVELOPMENT AGREEMENT
Between
THE CITY OF SWARTZ CREEK
And
MEIJER INC.

THIS AGREEMENT Is made this 17th day of October, 2008, by and between the CITY OF SWARTZ CREEK, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek, MI 48473 ("City") and Meijer Inc, a Michigan Domestic Profit Corporation, with principal offices at 2929 Walker Avenue NW, Grand Rapids, Michigan 49544 ("Meijer").

WHEREAS, the Meijer has proposed to develop a commercial retail development in a Planned Unit Development in several phases ("Project") upon certain vacant property located within the City, legally described in attached Exhibit A ("Property"); and

WHEREAS, the Property is part of an area for which the City has adopted a Conceptual Site Plan for a Planned Unit Development District pursuant to Article XI of the City's zoning ordinance, which Planned Unit Development District is known as the North Morrish Road Planned Unit Development, dated August 14, 2006, and is more fully described in attached Exhibit B; and

WHEREAS, the Meijer has secured all of the zoning approvals and other approvals required by law for its plans to develop the Project on the Property, including, without limitation, site plan, special land use, planned unit development or other approvals; and

WHEREAS, said approvals of the City are conditioned, in whole or in part, upon various Agreements of and commitments made by the Meijer in connection with the plans for the development of the Project; and

WHEREAS, the City and the Meijer wish to set forth in this Agreement all of the duties and responsibilities of both parties in connection with the Project, as well as the remedies for failure of a party to comply with said duties and/or responsibilities.

NOW, THEREFORE, the City and the Meijer, acting by and through their duly authorized representatives, hereby **AGREE AS FOLLOWS**:

1. Definitions.

- A) "City" means the City of Swartz Creek, a Michigan Municipal Corporation with principal offices at 8083 Civic Drive, Swartz Creek, Michigan 48473.

- B) "Meijer" means Meijer, Inc., a Michigan Corporation, with principal offices at 2929 Walker Avenue NW, Grand Rapids, Michigan 49544.
- C) "Project" means the development in several phases of a commercial development in a Planned Unit Development on the Property as set forth and as described in the Project Plans, as approved by the Swartz Creek City Council on August 14, 2006, as modified by the revised Project Plans approved by the Swartz Creek City Council on September 22, 2008. The first phase (the "Meijer Store Phase") of the Project includes a Meijer retail store, a Meijer gas station/convenience store and two outlots.
- D) "Project Plans" means the site plan, surveys, other drawings and any other written or graphic documentation submitted by the Meijer to the City and which were the basis for the zoning and other approvals given by the City for the Project and which were approved by the City, together with the conditions upon which any City approval was based. Said plans, surveys, drawings, written or graphic documentation and conditions are attached hereto as Exhibit C, which have been revised and approved by the Swartz Creek City Council on August 11, 2008.
- E) "Property" means that certain property within the City which is legally described in Exhibit A attached hereto.
- F) "Public Improvements" mean public streets with associated drains, lighting, sidewalks and other related improvements, municipal sanitary sewer lines, municipal water lines, and all easements and rights of way granted to the public associated therewith.

2. The Project; Public Improvements; Sign Height.

The Project, as described in paragraph 1(C) above consisting of the development in several phases of commercial businesses on the Property, including the Meijer Store Phase, will be built in accordance with and as provided for in the Project Plans and will include the following Public Improvements:

- A) Road improvements to Morrish Road, including, but not limited to, curbs, curb cuts, lane widening, repaving, signals, signage, lighting, drainage and ditching to be constructed by the City as provided in paragraph 4 below.
- B) On-site municipal water and sanitary sewer lines as shown on the Project Plans, if to be dedicated.

The Project Plans currently provide for a highway pylon sign along I-69 that is thirty-five feet (35') in height. The City and Meijer agree that a visibility test will be conducted prior to construction and that if the visibility test indicates that good visibility from the highway necessitates a taller sign, then the sign may be constructed at such increased height as the City and Meijer may mutually agree.

3. Conditions and Acknowledgments.

Site plan approval for the Project, as a part of the North Morrish Road Planned Unit Development, is subject to the following conditions and acknowledgments:

- a. The Project shall be developed solely in the manner set forth in the approved Project Plans, as said Plans may be modified by the action of the City of Swartz Creek Planning Commission and the City of Swartz Creek City Council. Meijer shall not engage in, participate in, or assist in any activity to develop the Site in any manner different from, or contrary to that described in the approved Final PUD Site Plan unless appropriate changes are approved by the city administration or City Council in accordance with the procedures set forth in the City's Zoning Ordinance.
- b. The Site and the Project, with the modifications and waivers approved and/or established by the Planning Commission and the City Council, meet the standards of Section XI (PUD standards) and all other relevant sections of the zoning ordinance of the City of Swartz Creek.
- c. The Final Site Plan for the Property and the Project, as approved with modifications, is deemed to be consistent with the existing Design Guidelines for the North Morrish Road Planned Unit Development Concept Plan, and, except as otherwise provided in the Final Site Plan for the Property and the Project, the Property shall at all times be subject to said Design Guidelines as presently established. Any future changes or additions to the Property and any future Site Plan shall comply with said Design Guidelines as may be in effect at the time of said future change or addition.
- d. As a condition of receiving driveway (curb cut) permits for access to Morrish Road, Meijer agrees to pay for public improvements to Morrish Road as described in paragraph 4 below.
- e. Currently, the intersection created by the northern entry drive (the "Middle Drive") to the Meijer retail store in the Meijer Store Phase of the Project to and from the site to Morrish Road does not meet the warrants for a signalized intersection under the Uniform Manual for Traffic Control Devices. If by reason of a future development, whether part of a future phase of the Project or development on the west side of Morrish Road, the Middle Drive intersection is warranted under the Uniform Manual for Traffic Control Devices, and the City requires or permits the installation of a traffic signal, and the City requires the developer(s) to pay the entire cost of the signal, Meijer will contribute a pro rata share of that cost. Meijer's pro rata share (the "Meijer Share") will be equal to the net square footage of that land in the Property then owned by Meijer or any affiliated entity (i.e., excluding any part of the Property sold or transferred by Meijer to any third party), divided by the net square footage of the North Morrish Road Planned Unit Development. The "net" square footage means the total square footage excluding land within public road rights-of-way. Meijer may be

the developer required to install the signal as part of further development by Meijer of the Project beyond the Meijer Store Phase, and in that event it shall retain the contribution.

- f. If, between the date of this Development Agreement and the time the City decides the intersection created by the Middle Drive access to and from Morrish Road meets the warrants for an additional signalized intersection under the Uniform Manual of Traffic Control Devices, another development within the North Morrish Road Planned Unit Development (outside the Meijer Store Phase) is presented to the City for zoning approval, the City shall, to the extent permitted by law, require, as a condition of such zoning approval, such development to share in the cost of the design, purchase and installation of said traffic signal on the same pro-rata basis used to compute the Meijer Share.
- g. To the extent permitted by law, for any project in the North Morrish Road Planned Unit Development (outside the Meijer Store Phase) presented to it for zoning and/or site plan approval after the date of this Development Agreement, the City shall require as a condition of the site plan approval that the developer of such project to reimburse Meijer a proportional share of the cost paid by Meijer for the Morrish Road Improvement Project referred to in paragraph 4 below and/or the traffic signal referred to in subparagraph 3(E) above. Cost sharing will be determined based on the same formula used to compute the Meijer Share. Meijer may be the developer required to contribute as part of further development by Meijer of the Project beyond the Meijer Store Phase, and in that event it shall retain the contribution
- h. The City will use its best efforts to obtain pro-rata reimbursements described above, it is mutually agreed that under no circumstances will the City be responsible to reimburse the Meijer for any cost associated with the Morrish Road Improvement Project referred to in paragraph 4 below and/or the traffic signal referred to in subparagraph 3(E) above resulting from the City's failure or inability to place a reimbursement condition on any site plan approval or the failure of any entity to reimburse Meijer for their proportional share of the Public Improvements.
- i. Meijer further agrees to cooperate with the City in the placement and construction of any and all Public Improvements, including a grant of any temporary or permanent easements necessary for its construction.
- j. Meijer shall ensure that clear, unfettered vehicular and pedestrian access for the public exists into, from and across all internal drives, roadways and parking areas of the Project in order to connect the Project to other developments in the North Morrish Road Planned Unit Development.

4. Morrish Road Improvements.

The Project includes the design, engineering and construction of certain Public Improvements to Morrish Road as described on Exhibit D (the "Morrish Road Improvement Project"). The Morrish Road Improvement Project includes curbs, curb cuts, lane widening, paving, traffic signals, signage, lighting, drainage, ditching, utility relocation, right-of-way acquisition, and permit and inspection fees. The City agrees to design, engineer and construct the Morrish Road Improvement Project at its expense (subject to Meijer's contribution). The City further agrees to complete the Morrish Road Improvements by December 1, 2009. The City will provide Meijer and their consulting engineer copies of the pre-bid plans to insure compliance coordination on the Project site.

The City acknowledges its responsibility for timely completion of the Morrish Road Improvement Project, and agrees that it will not delay issuance of a certificate of occupancy for the Meijer store and/or Meijer gas station/convenience store by reason of any delay.

The Meijer shall contribute one-million, five-hundred thousand dollars (\$1,500,000.00) toward the cost of the Morrish Road Improvement Project in full satisfaction of its obligations therefore. This sum shall be deposited with the City in accordance with the following schedule: \$150,000 within 10 days of execution of this Agreement; \$1,200,000 after the City accepts the winning bid for the construction of the Morrish Road Improvement Project, and \$150,000 after the Morrish Road Improvement Project is finished and accepted by the City. These deposited funds may only to be used for the Morrish Road Improvement Project.

5. Survey(s).

Meijer shall provide to the City a survey prepared and certified by a registered land surveyor clearly designating the boundaries of the Property. Such survey shall be supplied to the City prior to the commencement of any construction work on the Project.

6. Permits, Approvals and Variance.

The following permits, approvals and variances of the City and any other governmental or regulatory agency have been issued:

- i. City approval for rezoning of the Property;
- ii. Special Land Use Permits;
- iii. Approval of Planned Unit Development Agreement; and
- iv. Preliminary and Final Site Plan Approval.

Meijer shall not commence work on the Project, and no building permit shall be issued in connection therewith, until the following approvals and variances of the City and any other governmental or regulatory agency have been obtained have been met:

- A. Approval of the Project Plans by the City Engineer;
- B. Issuance of a grading permit by the City, if required;

Meijer shall prepare and deliver to the City easements and dedications for the Public Improvements prior to issuance of a permanent certificate of occupancy.

7. Development Activities.

A) Inspection and approval of work on Public Improvements by City Engineer.

All work on Public Improvements is subject to inspection and approval by the City Engineer, or his/her representative. The City reserves the right to reject any materials or supplies not meeting the City's standards, and the City may require the removal and replacement, at no expense to the City, of any Public Improvement which fails to comply with established standards and specifications of the City, which fails to comply with the Project plans, or which was constructed without inspection by the City Engineer or his/her representative.

B) Erosion control.

Meijer will provide for erosion control as required and shall obtain any permits therefor required by any governmental or other regulatory agency.

C) Dust control.

Meijer will provide dust control on the Property as necessary through the application of water, dust control chemicals, mulch, or other method approved by the City Engineer.

D) Maintenance of public improvements.

With the exception of the Morrish Road Improvement Project, Meijer will remain responsible for the maintenance and operation of all Public Improvements constructed by Meijer as part of the development until they are accepted by the City.

E) Maintenance of off-site public streets, sidewalks or rights-of-way.

Meijer shall conduct all of its activities in connection with the construction of the Project so as not to cause sand, gravel, dirt, clay, mud or construction materials of any kind to be deposited on any public street, sidewalk or right-of-way. Meijer shall remove any sand, gravel, dirt, clay, mud or construction materials of any kind which it may have caused to be deposited on any public street, sidewalk or right-of-way. If Meijer fails to do so within 24 hours, the City may remove such sand, gravel, dirt, clay, mud or construction materials and Meijer shall pay the cost incurred by the City in doing so.

F) **Environmental safety.**

Meijer shall conduct all of its activities in connection with the construction of the Project so as not to cause any environmental contamination and shall comply with all environmental requirements of local, state and federal law. Meijer shall be responsible to and shall reimburse the City for any costs incurred by it in the cleanup and remediation of any environmental contamination caused by Meijer's activities in connection with the construction of the Project.

G) **Public safety.**

Meijer, whether on or off the Project Site, shall conduct all construction covered by this Agreement in a safe manner so as not to cause any threat to the health and safety of the public.

H) **Worker Safety.**

Meijer shall conduct all of its activities in connection with the construction of the Project in compliance with OSHA, MIOSHA and any other applicable laws or regulations intended to provide for worker safety.

I) **Toilet facilities.**

Meijer will provide on-site toilet facilities as required by law for use by workers for the duration of the Project.

8. Construction of public improvements; warranty.

The City will not require Meijer to post any bond of letter of credit with regard to the construction of the Public Improvements described in subparagraph 2(B) for the Project, it being satisfied with the creditworthiness of the Meijer. The Meijer shall warrant those Public Improvements so constructed for a period of one year from the date of acceptance of same by the City and shall, at its sole expense, repair or replace, at the City's sole discretion, those Public Improvements which fail during the one-year period following its acceptance by the City Council.

9. Construction of public improvements; indemnification; insurance.

Meijer agrees to indemnify and hold the City harmless for any liability, including court costs and attorneys' fees, for damages to property or persons resulting from the Meijer's construction of the Public Improvements described in subparagraph 2(B).

10. Default.

If Meijer is in default of any of the terms of this Agreement or the Project Plans, the City may issue a stop work order to the Meijer and, upon receipt thereof, Meijer shall immediately stop all work on the Project. In addition, the City may exercise any other remedy it may have under law or equity for the Meijer's default.

11. "Meijer" is all inclusive.

Whenever a duty or obligation is imposed upon the Meijer by this Agreement or the Project Plans, or the Meijer is prohibited from taking any action under this Agreement or the Project Plans, such duty, obligation or prohibition shall equally apply to any contractor, subcontractor, officer, agent, employee, assignee or successor in interest or any other person or entity performing activities on the project under the direction and control of, at the request of, under contract with, or in succession of the Meijer.

12. Notices.

Any notice, demand, or communication required, permitted, or desired to be given under this Agreement shall be deemed effectively given when personally delivered or mailed by certified mail addressed as follows:

If to the City:

City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473
Attention: City Manager

If to the Meijer:

Meijer Inc.
2929 Walker Avenue NW
Grand Rapids, MI 49544
Att:

The parties hereto may, by notice given hereunder, designate any further or different address to which subsequent notices, demands, or communications may be given.

13. Term.

This Agreement shall commence on the date set forth in the caption and the Agreement and any and all City permits and approvals shall be renewable in one year increments beginning September 22, 2008 for a period of three (3) years. After three years, the Agreement and all City permits and approvals associated with the Project shall permanently expire unless Meijer has begun construction of the Project. Once construction of the Project has commenced, the Agreement shall remain in force until completion of the Project. The warranty and maintenance obligations of paragraph 8 shall in any event continue in effect for the periods provided for therein.

14. Applicable law.

This Agreement shall be governed by, interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Michigan.

15. Severability.

If any provision of this Agreement is held to be unenforceable for any reason, the


unenforceability thereof shall not affect the remainder of this Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

16. Entire Agreement.


This Agreement supersedes all previous or contemporaneous negotiations and/or Agreements and constitutes the entire Agreement between the parties with respect to the Project. No verbal statements or prior written materials not specifically incorporated in this Agreement have been relied upon by the parties in entering into this Agreement.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

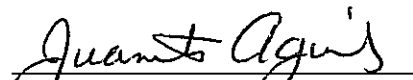
MEIJER INC.


Michael L. Kinstle
Vice President of Real Estate

CITY OF SWARTZ CREEK


Richard Abrams, Mayor

Legal 
Bus. 


Juanita Aguilar, Clerk

Approved as to form:

Richard J. Figura,
City Attorney

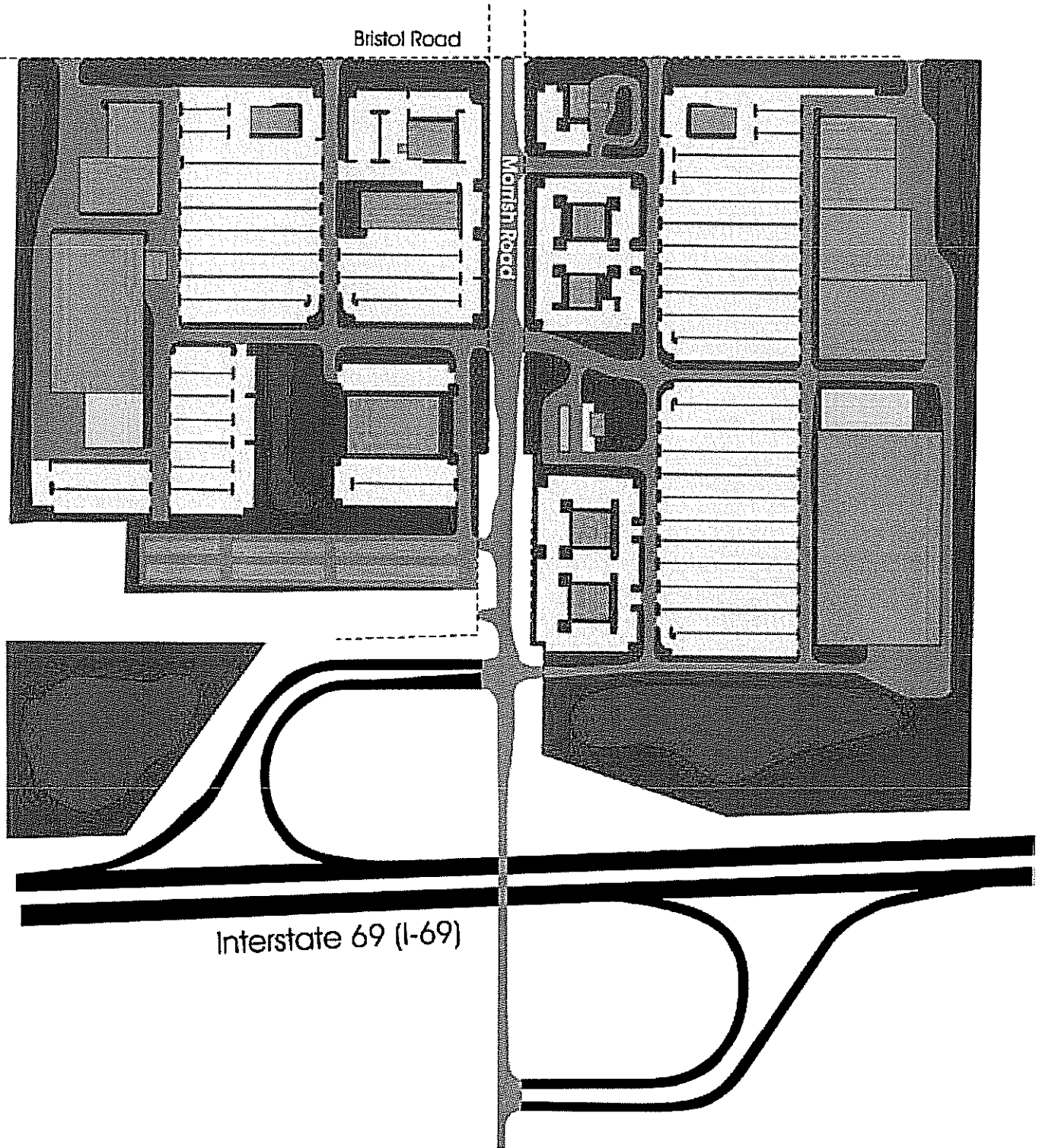
EXHIBIT A
PROPERTY DESCRIPTION

Land located in the City of Swartz Creek, Genesee County, Michigan described as follows:

The West 1/2 of the Northwest 1/4 of Section 36, Township 7 North, Range 5 East, Except that part thereof lying South of the North line of Highway M-78 (I-69 Freeway), as set forth in Deed Liber 1355, Page 201 Genesee County Records and further described as: Beginning at the Northwest corner of said Section 36; thence North 89 degrees 14 minutes 47 seconds East, 1299.70 feet along the North line of said Section 36; thence South 00 degrees 01 minute 18 seconds East 2112.80 feet along the occupied West 1/8 line to its intersection with the North right of way of I-69 Freeway; thence South 87 degrees 12 minutes 50 seconds West, 673.90 feet along the North right of way of I-69 Freeway; thence North 71 degrees 28 minutes 24 seconds West, 543.06 feet along the Northerly right of way of I-69 Freeway; thence North 00 degrees 04 minutes 10 seconds West, 299.01 feet; thence South 89 degrees 55 minutes 50 seconds West, 35.00 feet; thence North 00 degrees 04 minutes 10 seconds West, 528.00 feet; thence South 89 degrees 55 minutes 50 seconds West, 75.00 feet to the West line of Section 36; thence North 00 degrees 04 minutes 10 seconds West, 1129.03 feet along the West line of Section 36 to the Point of Beginning.

North Morrish Road Planned Unit Development Concept Plan

Exhibit B



Map Date: June 23, 2006

100 Feet



EXHIBIT C
PROJECT PLANS



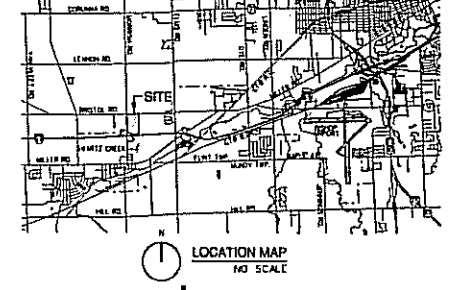
Progressive AE
 CONSULTING ENGINEERS, INC.
 1500 W. BROADWAY, SUITE 200
 DENVER, COLORADO 80202
 PHONE: 303.733.1100
 FAX: 303.733.1101
 WWW.PROGRESSIVEAE.COM

DRAWN BY: []
 CHECKED BY: []
 PROJECT LOG: []

THIS DOCUMENT IS THE PROPERTY OF PROGRESSIVE AE CONSULTING ENGINEERS, INC. AND IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE EXPRESS WRITTEN PERMISSION OF PROGRESSIVE AE CONSULTING ENGINEERS, INC.

PROPOSED DEVELOPMENT
meijer
 SWARTZ CREEK, MICHIGAN

7/23/08 STORM DISCHARGE PERMIT
 8/17/08 FINAL SITE PLAN APPROVAL
 7/20/09 REV. SITE PLAN APPROVAL
 6/23/09 SUBMITTAL APPROVAL
 5/28/09 REVIEW



LEGEND

○	MONUMENT	— — — — —	SPOT ELEVATION
●	IRON SET	— — — — —	MAJOR CENTERLINE - 5 FT. INTERVAL
⊙	IRON TAPING	— — — — —	MAJOR CENTERLINE - 1 FT. INTERVAL
⊚	LIGHT POLE	— — — — —	DIVIDED ROAD
—	SHOULDER	— — — — —	FENCE LINE
—	POWER POLE	— — — — —	STORM SEWER
—	TELEPHONE POLE	— — — — —	SANITARY SEWER
—	MAILBOX	— — — — —	WATER MAIN
—	ELECTRICAL HAND HOLE	— — — — —	GAS MAIN
—	TEL., ELEC., CATV, GAS, WATER RISER	— — — — —	UNDERGROUND TELEPHONE LINE
—	TEL., ELEC., CATV, WATER MANHOLE	— — — — —	UNDERGROUND FIBER OPTIC LINE
—	TEL., ELEC., CATV, GAS MANHOLE	— — — — —	UNDERGROUND ELECTRIC LINE
—	CATCH BASIN	— — — — —	DITCH CENTERLINE, TOP OF SLOPE
—	MANHOLE	— — — — —	DECAJOUS TREE
—	VALVE & BOX	— — — — —	FIRE & BRUSH LINE
—	HYDRANT	— — — — —	

BENCHMARKS:

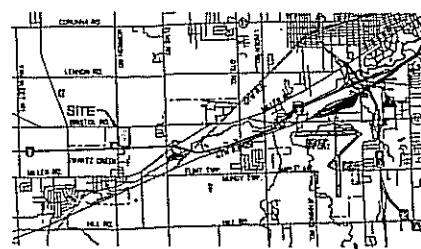
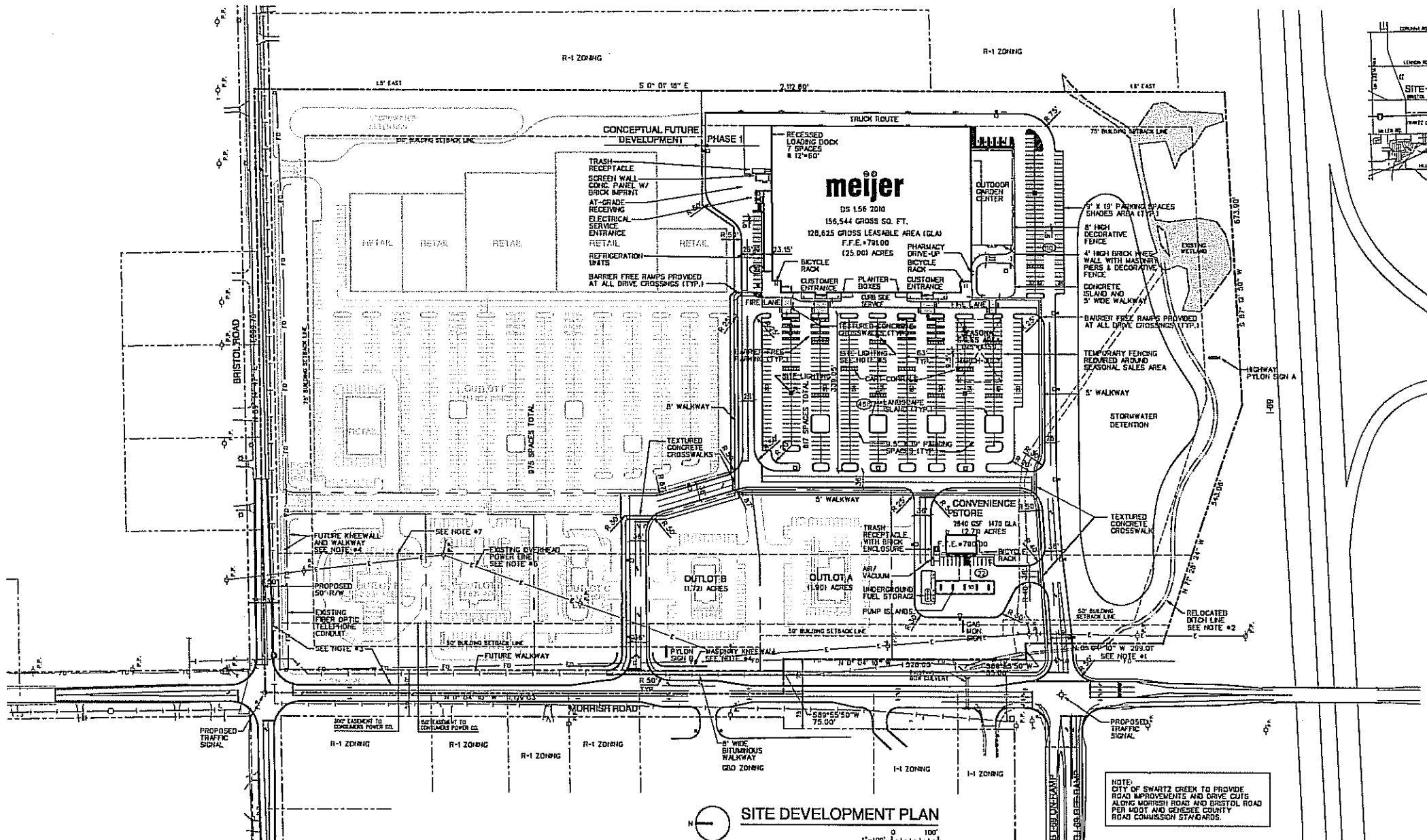
BM#1	600 HAL. IN E. SIDE OF PP W. SIDE OF MORRISH RD. S. OF ENTRANCE OF HARDWARE STORAGE	ELEV 785.16	BM#4	600 HAL. IN E. SIDE OF PP NE CORNER MORRISH AND BRISTOL ROAD	ELEV 789.93
BM#2	TOP OF SW FLANGE BOLT ON HYD W. SIDE OF MORRISH ROAD S. OF N ENTRANCE TO CAGE FELDHOUSE	ELEV 786.86	BM#5	TOP OF NE FLANGE BOLT ON HYD N. SIDE OF BRISTOL RD IN FRONT OF HSE# 7430	ELEV 789.36
BM#3	TOP OF SW FLANGE BOLT ON HYD W. SIDE OF MORRISH RD IN FRONT OF HSE# 4062	ELEV 793.36	BM#6	TOP OF NE FLANGE BOLT ON HYD N. SIDE OF BRISTOL RD IN FRONT OF HSE# 7394	ELEV 790.75
			BM#7	600 HAL. IN S. SIDE OF L.P. N. SIDE BRISTOL RD ACROSS FROM HSE# 7385	ELEV 790.38

SURVEY:
 DATE: 7/27/2006-3/7/2008
 PAGE LOG BOOK: 05-04
 PAGES: 42-49
 DATUM: USGS

MISS DIG NOTE:
 CONTRACTOR TO CONTACT "MISS DIG" 1-800-482-7171 AT LEAST 3 WORKING DAYS PRIOR TO CONSTRUCTION TO CONFIRM LOCATION OF EXISTING UTILITIES

TOPOGRAPHIC SURVEY
 FILE NO. 047800
 OWNER NO. 047800
 STORE NO. 047800

Exhibit C



SITE DEVELOPMENT PLAN
1"=100'

ZONING INFORMATION
PROPOSED ZONING - GBD, GENERAL BUSINESS WITH PLANNED UNIT DEVELOPMENT OVERLAY

PHASE 1 - RETAIL DEVELOPMENT
617 PARKING SPACES SHOWN

PARKING REQUIRED BY ORDINANCE = 514 BASED ON 4 SPACES PER 1,000 S.F. GROSS LEASABLE AREA (GLA) PLUS 20% ADDITIONAL, ALLOWABLE=617 SPACES

PARKING PROVIDED = 617 SPACES
8' STRIP (SHARED) = 125
8' STRIP = 464
BARRIER FREE = 28

CONVENIENCE STORE
12 PARKING SPACES SHOWN PLUS 10 SPACES AT PUMP ISLANDS

PARKING REQUIRED BY ORDINANCE = 8 BASED ON 1 SPACE PER 250 S.F. GLA PLUS 10 SPACES AT PUMP ISLANDS

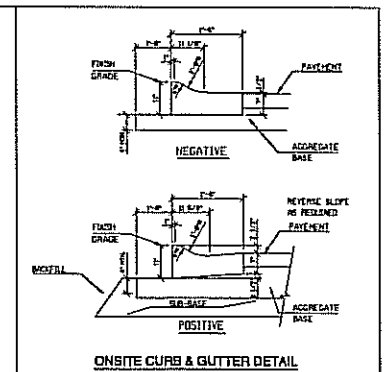
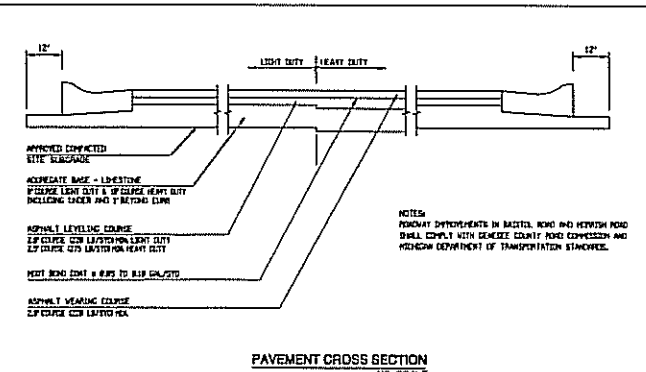
4.46 ACRES IN 2 OUTLOTS

CONCEPTUAL FUTURE DEVELOPMENT
APPROX. 199,477 SQ. FT. BUILDINGS SHOWN
975 PARKING SPACES SHOWN
5.59 ACRES IN 3 OUTLOTS

- NOTES**
- SOUTHERLY ACCESS DRIVE FROM MORRISH ROAD (ACROSS FROM THE RAMP) SUBJECT TO MUTUAL REVIEW AND APPROVAL.
 - RELOCATION OF EXISTING DITCH SUBJECT TO WOOD WETLAND MITIGATION PERMIT.
 - THE ROADWAY IMPROVEMENTS SHOWN FOR MORRISH ROAD ON THIS DRAWING REPRESENT THE REQUIRED PHASE 1 IMPROVEMENTS FOR THE DEVELOPMENT. PHASE 1 WILL REQUIRE ADDITIONAL IMPROVEMENTS.
 - MASHORY KNEEWALL AND WALKWAY REQUIRED ALONG MORRISH ROAD AND BRISTOL ROAD.
 - SITE LIGHTING SHALL BE METAL HALIDE SHOEDIX TYPE FIXTURES WITH SHIELDING TO LIMIT LIGHT LEVELS AT PROPERTY LINES AS REQUIRED BY CITY OF SWARTZ CREEK ORDINANCE. SEE DWG. DP6.
 - EXISTING OVERHEAD POWER LINE TO BE RELOCATED BY UTILITY COMPANY.
 - 150' EASEMENT AND 300' EASEMENT TO CONSUMERS POWER CO. TO BE NEGOTIATED.

60.341 ACRES±
-2.243 ACRES± (RW)
58.098 ACRES± (NET)

Legal Description:
Land located in the City of Swartz Creek, Genesee County, Michigan described as follows:
The West 1/2 of the Northwest 1/4 of Section 36, Township 7 North, Range 5 East, Except that part thereof lying South of the North line of Highway M-78 (I-69 Freeway), as set forth in Deed Liber 1355, Page 201 Genesee County Records and further described as beginning at the Northwest corner of said Section 36; thence North 89 degrees 14 minutes 47 seconds East, 1299.70 feet along the North line of said Section 36; thence South 00 degrees 01 minute 10 seconds East, 212.80 feet along the occupied West 1/2 line to its intersection with the North right of way of I-69 Freeway; thence South 87 degrees 12 minutes 50 seconds West, 673.90 feet along the North right of way of I-69 Freeway; thence North 71 degrees 28 minutes 24 seconds West, 543.06 feet along the Hartshorn right of way of I-69 Freeway; thence North 50 degrees 04 minutes 10 seconds West, 295.01 feet; thence South 89 degrees 55 minutes 50 seconds West, 35.00 feet; thence North 03 degrees 04 minutes 10 seconds West, 520.00 feet; thence South 89 degrees 55 minutes 50 seconds West, 75.00 feet to the West line of Section 36; thence North 03 degrees 04 minutes 10 seconds West, 1129.03 feet along the West line of Section 36 to the Point of Beginning.



SHEET INDEX

DP1	SITE DEVELOPMENT PLAN
DP2	SITE GRADING & DRAINAGE PLAN
DP3	SITE UTILITY PLAN
DP4	SITE LANDSCAPE PLAN
DP4A	RAIN GARDEN PLAN AND LANDSCAPE NOTES
DP5	SITE SIGNAGE PLAN
DP6	SITE ILLUMINATION PLAN
DP7	SITE DETAILS
TS1	TOPOGRAPHIC SURVEY

Progressive

DRAWN BY: JWH
CHECKED BY: LJV
PROJECT LDR: [Name]

PROPOSED DEVELOPMENT
SWARTZ CREEK CROSSINGS
SWARTZ CREEK, GENESSEE COUNTY, MICHIGAN

FILE NO: 04/7500
OWNER NO: 00534728
STORE NO: 13801238

SITE PLAN APPROVAL: [Stamp]
STORMWATER MITIGATION PERMIT: [Stamp]

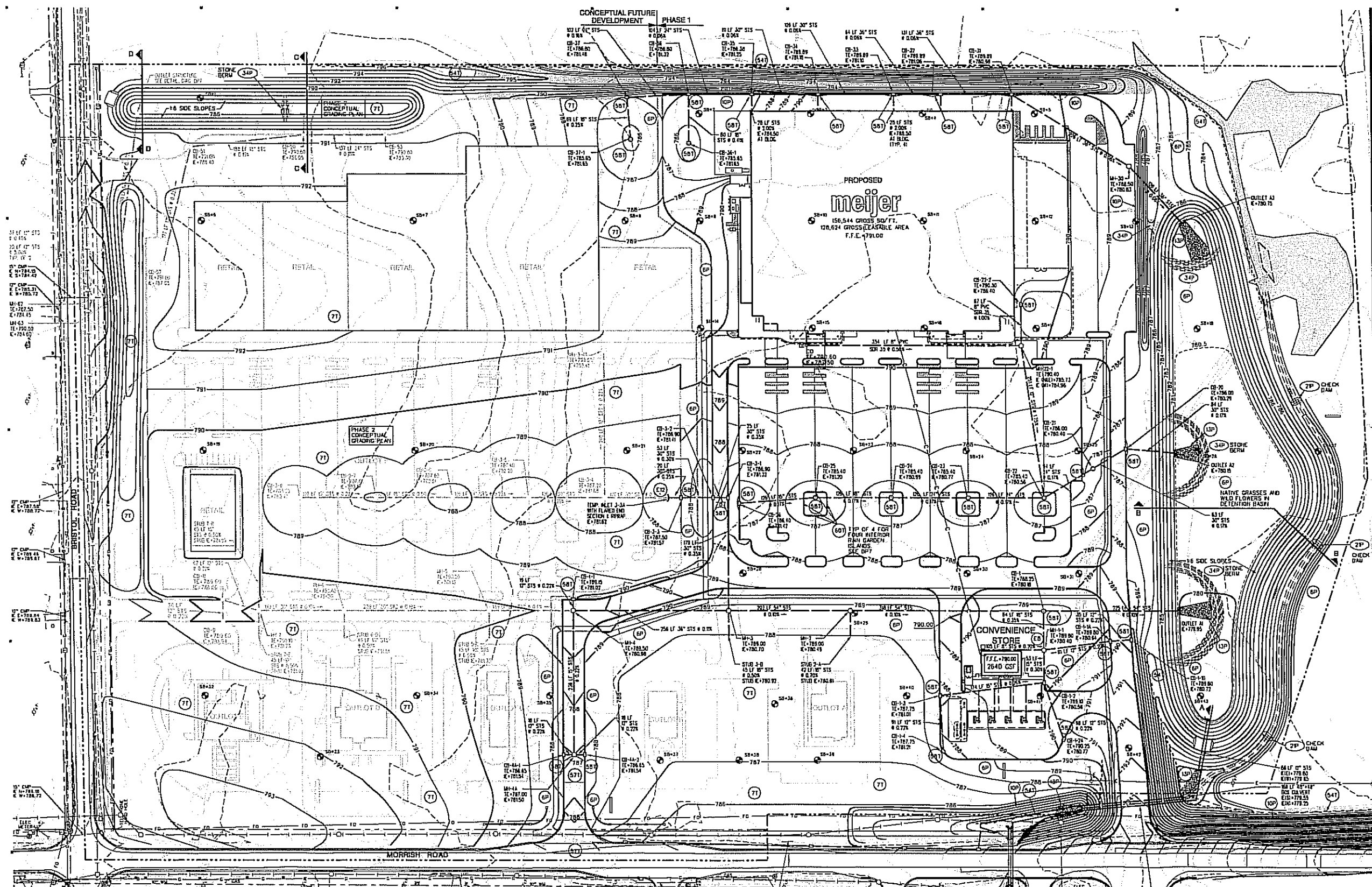
DP1

DESIGNED BY: JACOB BY
 CHECKED BY: PROJECT LDR
 DATE: 1/11/11

PROPOSED DEVELOPMENT
SWARTZ CREEK CROSSINGS
 SWARTZ CREEK, GEMISEE COUNTY, MICHIGAN

7/30/09 SITE PLAN APPROVAL
 7/30/09 STORM DISCHARGE PERMIT
 6/30/08 SITE PLAN APPROVAL

04/78001
 DWG. NO. 008247238
 STORE NO. ISWRI 258
DP2



MICHIGAN UNIFIED KEYING SYSTEM
 S-E-S-C KEYING SYSTEM

KEY	BEST MANAGEMENT PRACTICE	SYMBOL	WORK USED
EP	PERMANENT SEEDING		Stabilization method utilized on sites where earth change has been completed final grading allowed.
7P	TEMPORARY SEEDING		Stabilization method utilized on construction sites where earth change has been initiated but not completed within a 3 year period.
13P	MATCH BARRIERS		On exposed slopes, newly seeded areas, new ditch bottoms, or areas subject to erosion.
13P	SWAMP		Use along swamps, wetlands, or other sensitive areas. Stock water, stock water, reduce sediment load, and reduce erosion.
2P	CHECK DAM		Used to reduce surface flow velocity while catchment and routing flow carriers.
34P	STONE FILTER BERM		Use primarily in areas where sheet or rill flow occurs and to accommodate stormwater flow.
54S	SILT FENCE		Use adjacent to critical areas, to prevent sediment from leaving the construction site.
571	STAKEOUT CONSTRUCTION ACCESS		Used at every hard where construction is to occur in areas a construction site. Remove 12" diameter.
581	WEEP PROTECTION FABRIC DRAIN		Use at all berms, especially at construction sites.
601	WEEP PROTECTION (GRAVEL) SAND		Use along ditches with 3/4" - 1" gravel along with percolation of water through to reduce erosion. Remove gravel from area upon completion of construction. Install roadway after rain events, and remove gravel from area. Do not have gravel covered with sediment.

LEGEND

EXISTING	PROPOSED

NOTE:
 STORM SEWER PIPE SHALL BE ASTM C76 REINFORCED CONCRETE CLASS III IN LAWN AREAS AND CLASS IV IN PAVED AREAS.
 ENGINEERED FILL WILL BE REQUIRED UNDER PROPOSED UTILITIES ABOVE EXISTING GROUND.

SITE GRADING & DRAINAGE PLAN



1"=80'

DATE: 1/11/11

DESIGNED BY: [Symbol]
 CHECKED BY: [Symbol]
 PROJECT LDR: [Symbol]

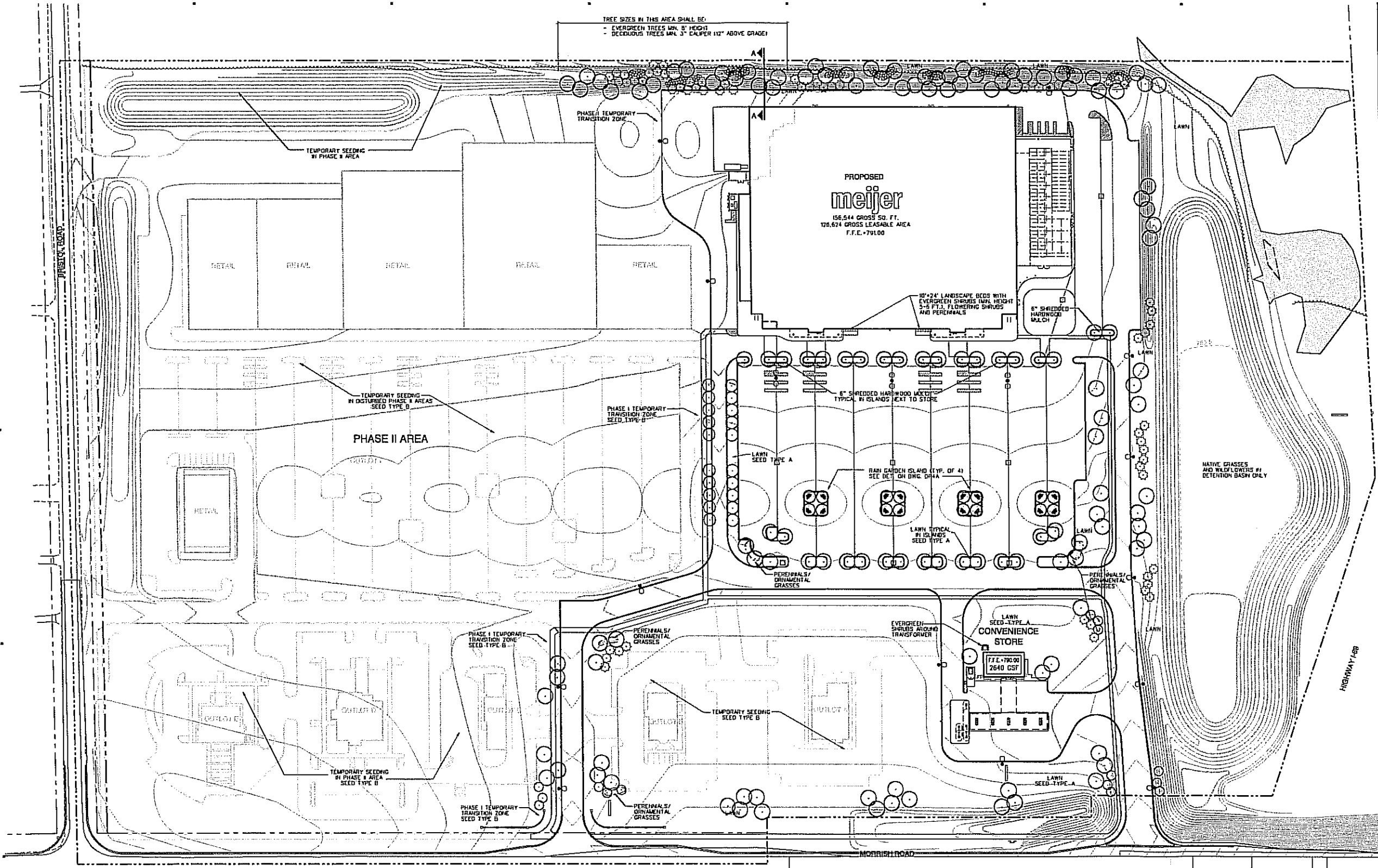
DATE: [Symbol]
 DATE: [Symbol]
 DATE: [Symbol]

PROPOSED DEVELOPMENT
SWARTZ CREEK CROSSINGS
 SWARTZ CREEK, GENESSEE COUNTY, MICHIGAN

7/30/08 SITE PLAN APPROVAL
 7/30/08 STORM DISCHARGE PERMIT
 6/30/08 SITE PLAN APPROVAL

SITE LANDSCAPE PLAN

FILE NO. 0478001
 OWNER NO. 086347258
 STORE NO. 15W17 258



LEGEND

- ALUMINUM EDGING
- PERENNIALS/ORNAMENTAL GRASSES
- DECIDUOUS SHRUB - MIN. 24" HEIGHT OR SPREAD
- EVERGREEN SHRUB - MIN. 24" HEIGHT OR SPREAD
- ORNAMENTAL TREE - MIN. 1 1/2" CAL.
- EVERGREEN TREE - MIN. 6" HEIGHT
- DECIDUOUS CANOPY TREE - MIN. 2 1/2" CAL.

NOTES:

- CANOPY TREE CALIPER SHALL BE TAKEN 12" ABOVE GRADE.
- ORNAMENTAL TREE CALIPER SHALL BE TAKEN 6" ABOVE GRADE.
- ALL LANDSCAPE AREAS SHALL HAVE AN IN-GROUND SPRINKLER SYSTEM.
- NO MORE THAN 1/3 OF THE REDUCED PLANTINGS SHALL BE OF THE SAME SPECIES.

ROAD FRONTAGE - 880 L.F. BETWEEN DRIVES

- 22 CANOPY TREES REQUIRED
- 30 TREES PROVIDED
- 22 CANOPY TREES
- 12 ORNAMENTAL TREES

MEIJER STORE PARKING LOT - 611 SPACES

- 77 CANOPY TREES REQUIRED
- 103 TREES PROVIDED
- 86 CANOPY TREES
- 17 EVERGREEN TREES

CONVENIENCE STORE - 22 SPACES

- 3 CANOPY TREES REQUIRED
- 3 CANOPY TREES PROVIDED

EAST PROPERTY LWE BUFFER - 850 L.F.

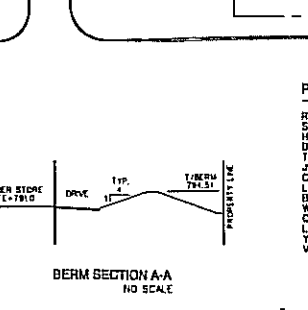
- 85 CANOPY OR EVERGREEN (UP TO 500) TREES REQUIRED
- 85 TREES PROVIDED
- 48 CANOPY TREES
- 37 EVERGREEN TREES
- 172 SHRUBS REQUIRED
- 172 SHRUBS PROVIDED

NATIVE GRASS AND WILDFLOWER SEED MIX FOR DETENTION BASIN

STORMWATER SEED MIX BY JF NEW, WALKERTON, MI 15741 589-3400, SHALL BE USED FOR BOTTOM AND LOWER 1/2 SLOPE OF DETENTION BASIN.

ECONOMY PRAIRIE SEED MIX BY JF NEW, WALKERTON, MI 15741 589-3400, SHALL BE USED FOR UPPER 1/2 SLOPE OF DETENTION BASIN.

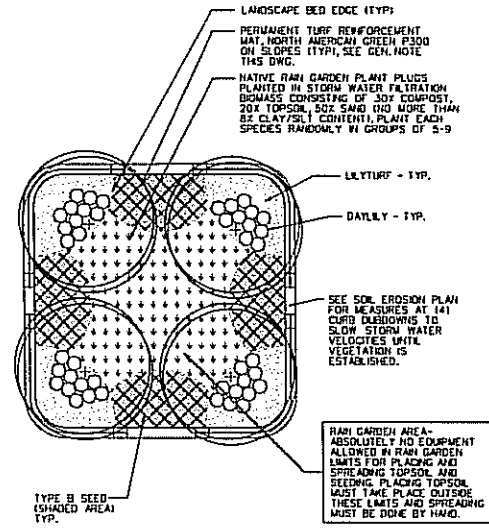
MAINTAIN NATIVE GRASSES AND WILDFLOWERS IN DETENTION BASIN BY MOWING TWICE ANNUALLY FOR FIRST TWO YEARS, MOW ANNUALLY IN SUBSEQUENT YEARS AND SUPPLEMENT WITH SPOT TREATMENT OF INVASIVE PLANTS, MOW NO LESS THAN 6" HEIGHT.



POTENTIAL LANDSCAPE PALETTE

- RED MAPLE VARIETIES
- SUGAR MAPLE VARIETIES
- HACKBERRY
- DOGWOOD VARIETIES (SHRUB)
- THORNLESS HONEYSUCKLE
- JUNPER VARIETIES
- CRABAPPLE VARIETIES
- LONDON PLANE TREE
- BRADFORD PEAR
- WHITE SPRUCE
- COLORADO SPRUCE
- LARCH VARIETIES
- YEW VARIETIES
- VERBURN VARIETIES

SITE LANDSCAPE PLAN
 1"=60'



PARKING LOT ISLAND ENLARGEMENT DETAIL
SCALE 1"=10'-0"

NATIVE RAIN GARDEN SEED MIX

BOTANICAL NAME	COMMON NAME	QTY. 10Z./ACRE
AGROSTIS ALBA	REDTOP	16
ASCLEPIAS INCARNATA	SWAMP MILKWEED	12
ASTER NOVAE-ANGLIAE	NEW ENGLAND ASTER	12
AVEENA SATIVA	SEED OATS	960
CAREX VULPHODEA	BROWN FOX SEDGE	24
ELYMUS VIRGATUS	VIRGINIA WILD RYE	64
JUNCUS EFFUSUS	SOFT RUSH	12
LIATRIS SPICATA	MARSH BLAZING STAR	12
LOBELIA CARDINALIS	CARDINAL FLOWER	6
LOBELIA SIPHUTICA	GREAT BLUE LOBELIA	6
LOLUM MULTIFLORUM	AIRIAL RYE	320
MONARDA FISTULOSA	WILD BERGAMOT	8
PHYSOSTEGIA VIRGINIANA	OBEDIENT PLANT	8
RATIBIDA Pinnata	DRAY CONEFLOWER	12
RUGEOCHA Hirta	BLACK EYED SUSAN	12
SCRIPUS ATROVIRENS	DARK GREEN RUSH	6
VERNONIA MISSURICA	MISSOURI IRONWEED	4
ZIZA ALRICA	GOLDEN ALEXANDERS	4

SEEDS SUPPLIED BY J.F. NEW, WALKERTON, MI 15741 506-3400 OR APPROVED EQUAL.

NATIVE RAIN GARDEN PLANT PLUGS

BOTANICAL NAME	COMMON NAME	QTY.
ASCLEPIAS INCARNATA	SWAMP MILKWEED	115
ASTER NOVAE-ANGLIAE	NEW ENGLAND ASTER	115
CAREX VULPHODEA	BROWN FOX SEDGE	230
JUNCUS EFFUSUS	SOFT RUSH	150
LIATRIS SPICATA	MARSH BLAZING STAR	115
LOBELIA CARDINALIS	CARDINAL FLOWER	115
LOBELIA SIPHUTICA	GREAT BLUE LOBELIA	115
MONARDA FISTULOSA	WILD BERGAMOT	115
PHYSOSTEGIA VIRGINIANA	OBEDIENT PLANT	75
VERNONIA MISSURICA	MISSOURI IRONWEED	75

2" x 4" 36-CELL SITE PLUGS, INSTALLED IN GROUPINGS OF 5-9 PER SPECIES, P.O.C. EACH PLANT PLUG SPECIES QUANTITY TO BE DISTRIBUTED EQUALLY FOR FOUR PARKING ISLANDS. SEE PARKING LOT ISLAND ENLARGEMENT DETAIL ON THIS DRAWING.

PLANT PLUGS SUPPLIED BY J.F. NEW, WALKERTON, MI 15741 506-3400 OR APPROVED EQUAL.

LAWN BEED MIXTURE (TYPE A)

COMMON NAME	PROPT BY WEIGHT	PERCENT PURITY	PERCENT GERMINATION
KENTUCKY BLUEGRASS	30%	90%	80%
RED FESCUE	50%	95%	80%
PERENNIAL RYEGRASS	20%	95%	80%

APPLICATION RATE: 8 LBS/1000 SQ. FT.

LAWN BEED MIXTURE (TYPE B)

COMMON NAME	PROPT BY WEIGHT	PERCENT PURITY	PERCENT GERMINATION
KENTUCKY BLUEGRASS	10%	90%	80%
RED FESCUE	40%	95%	80%
PERENNIAL RYEGRASS	50%	95%	80%

APPLICATION RATE: 4 LBS/1000 SQ. FT.

GENERAL LANDSCAPE NOTES

- SHRUB PLANTING BEDS AND TREE SAUCERS TO RECEIVE 6" SHREDDED HARDWOOD BARK MULCH UNLESS OTHERWISE NOTED. DO NOT MOUND MULCH AGAINST TREE TRUNKS OR SHRUB STEMS. PROVIDE WEED BARRIER FABRIC IN ALL PARKING ISLANDS AND LANDSCAPE BEDS AS NOTED.
- ALL AREAS DISTURBED BY CONSTRUCTION TO BE TOPSOILED AND SEEDED UNLESS SHOWN OTHERWISE ON PLANS.
- CONTRACTOR TO CONTACT MGS DG AT (800) 482-7171 AT LEAST 3 WORKING DAYS PRIOR TO CONSTRUCTION, TO CORRECT LOCATION OF EXISTING UTILITIES.
- ALL AREAS THAT REQUIRE SEEDING SHALL RECEIVE 6 INCH BARRIJA TOPSOIL, UNLESS NOTED OTHERWISE.
- SEED ALL AREAS INDICATED ON THE LANDSCAPE PLAN, THE SOIL EROSION CONTROL PLAN AND ALL DISTURBED AREAS. REVIEW AREAS OF SEEDING WITH CONSTRUCTION MANAGER PRIOR TO ANY SEEDING. ANY AREAS DISTURBED BY THE CONTRACTOR WHICH ARE BEYOND THE LIMITS OF GRADING AND EARTHWORK SHALL BE SEEDED AT NO ADDITIONAL COST TO THE OWNER.
- APPLY STARTER FERTILIZER AS SPECIFIED AT 250 POUNDS/ACRE TO SEEDING AREAS.
- ALL LANDSCAPE ISLANDS SHALL BE MULCHED EXCEPT AS NOTED.
- SEEDING LIMITS TO EXTEND TO BACK OF CURB AT ROAD EDGE.
- CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT IF AREAS OF POOR DRAINAGE OR OTHER UNUSUAL SUB-GRADE CONDITIONS ARE ENCOUNTERED DURING EXCAVATION FOR PLANTING PITS.
- COORDINATE PLACEMENT OF PLANTS WITH UTILITY LOCATIONS. MAKE ADJUSTMENTS AS REQUIRED TO AVOID PLANTING OVER UTILITIES.

PROGRESSIVE
CORPORATION
1111 W. WASHINGTON ST.
ANN ARBOR, MI 48106
TEL: 734.769.1000
WWW.PROGRESSIVECORP.COM

DRAWN BY: []
CHECKED BY: []
PROJECT LDR: []
DATE: []

PROPOSED DEVELOPMENT
SWARTZ CREEK CROSSINGS
SWARTZ CREEK, GENESSEE COUNTY, MICHIGAN

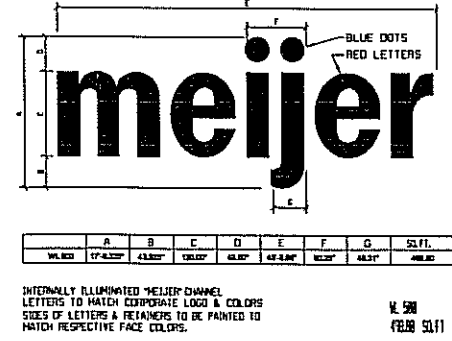
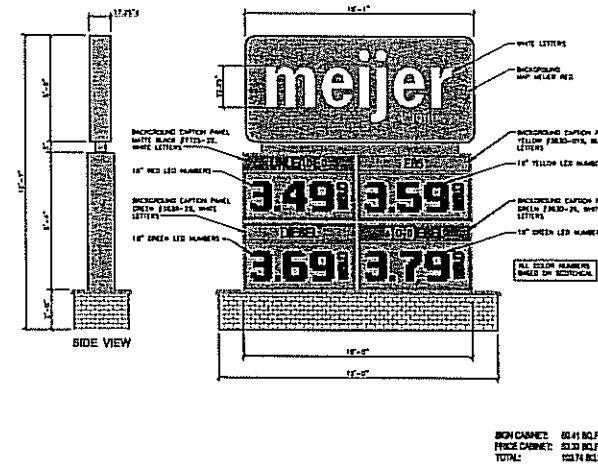
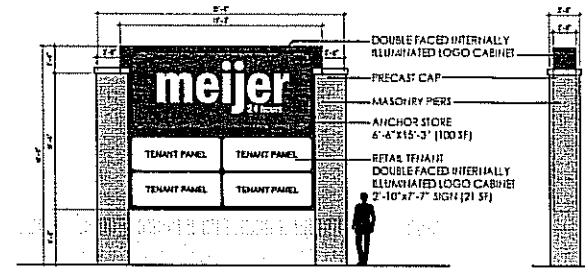
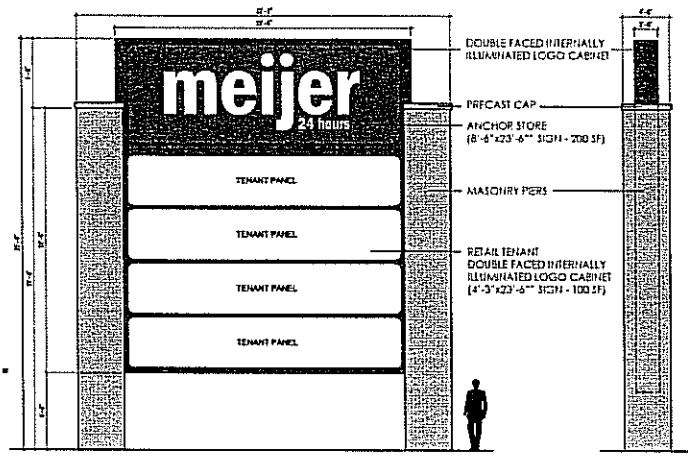
SITE PLAN APPROVAL

7/15/08

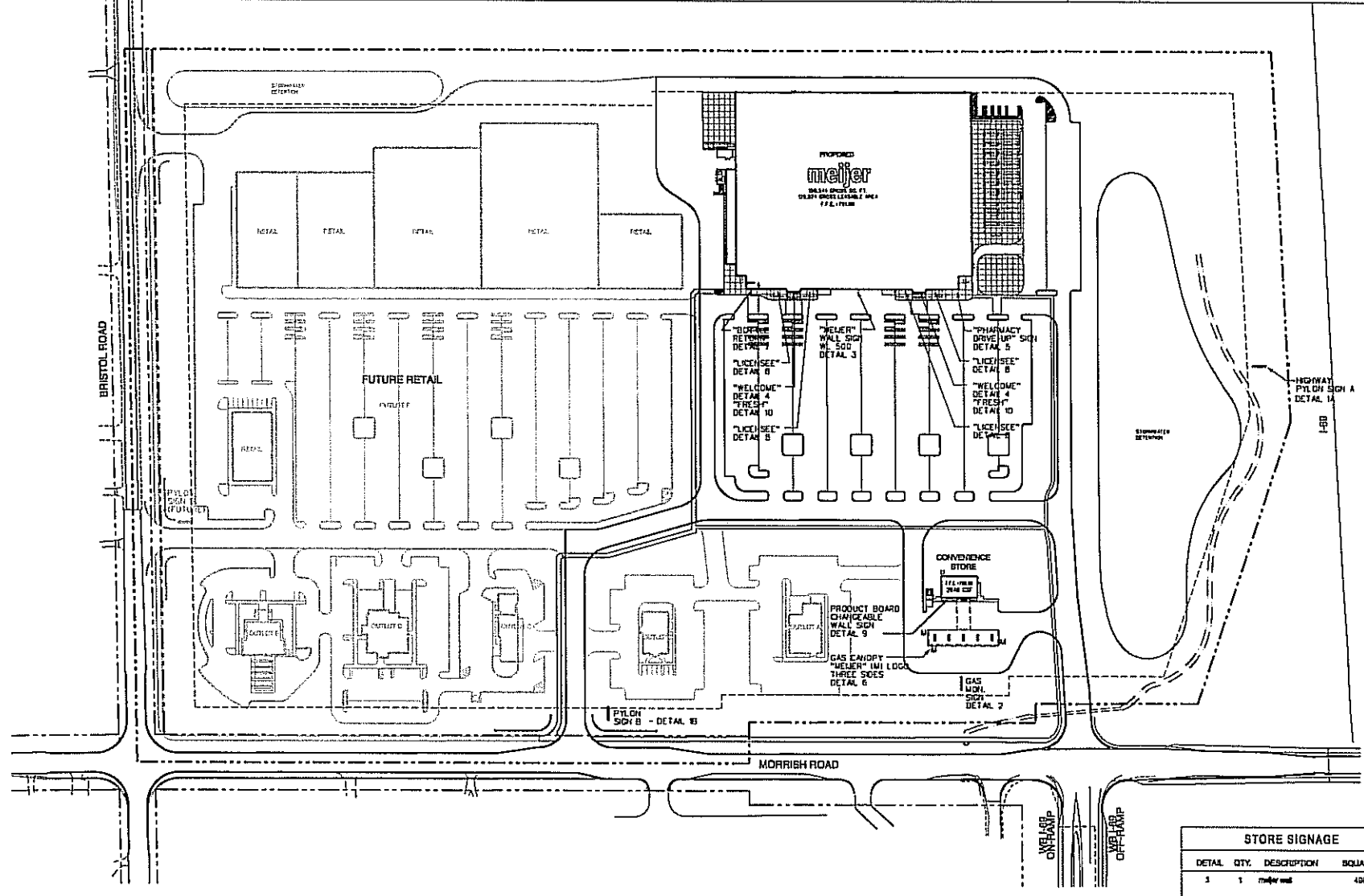
RAIN GARDEN PLAN AND LANDSCAPE NOTES

DP4A



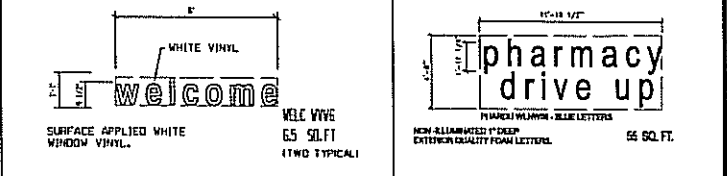
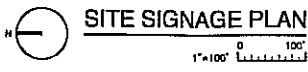


1A	HIGHWAY PYLON SIGN A	1B	PYLON SIGN B	2	GAS MONUMENT SIGN	3	MEIJER WALL LOGO SIGN
NTS	C500	NTS	C500	NTS	C500	NTS	C500

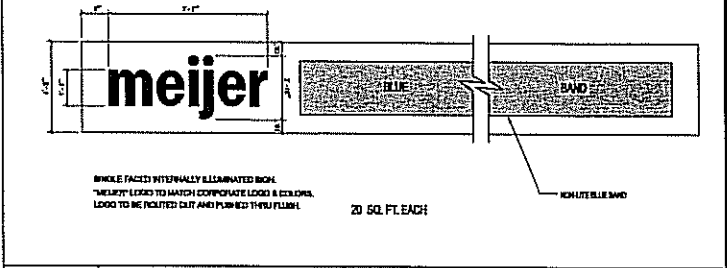


DETAIL	QTY.	DESCRIPTION	SQUARE FEET
1	1	meijer wall	408.80
4	2	welcome	13
5	1	pharmacy	55
7	1	bottle return	10
8	4	licensee	40
10	1 ea.	fresh/home	100
Total			722.80

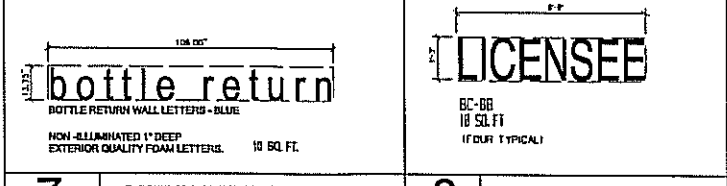
NOTES
 1. HIGHWAY PYLON SIGN HEIGHT AND LOCATION IS SUBJECT TO DEVELOPMENT AGREEMENT CONDITIONS.



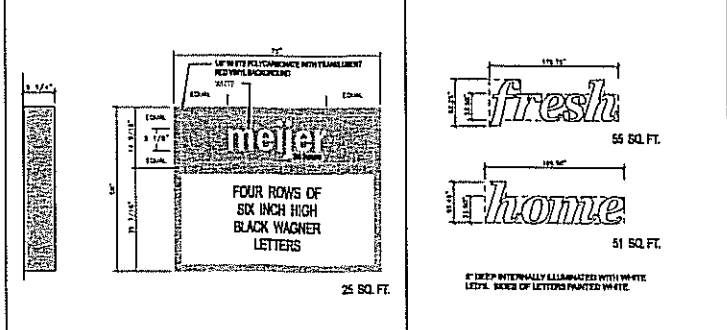
4	WELCOME SIGN	5	PHARMACY DRIVE UP SIGN
NTS	C500	NTS	C500



6	GAS CANOPY SIGN (3 SIDES OF CANOPY)
NTS	C500



7	BOTTLE RETURN SIGN	8	LICENSEE SIGN
NTS	C500	NTS	C500



9	CONVENIENCE STORE WALL SIGN	10	FRESH/HOME SIGNS
NTS	C500	NTS	C500

Progressive
 1111 LAMAR ROAD, SE
 SUITE 100
 ATLANTA, GA 30329
 (404) 525-1111
 WWW.PROGRESSIVE.COM

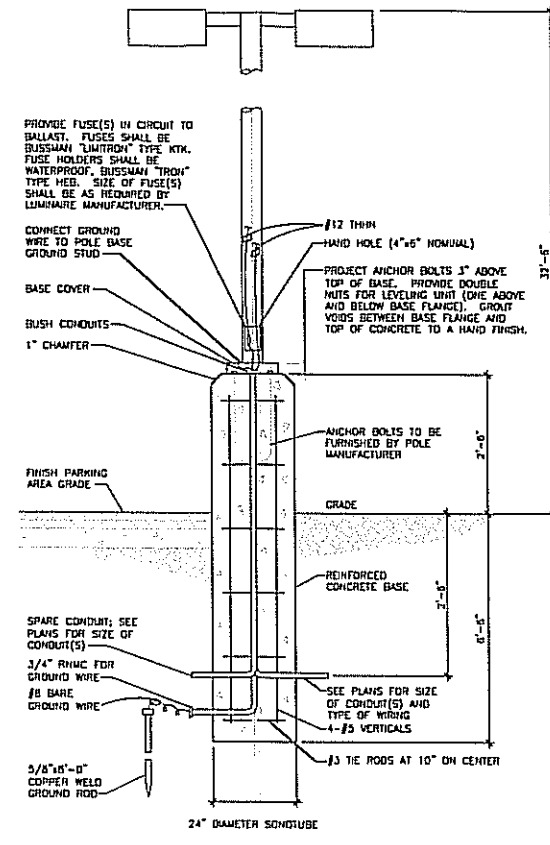
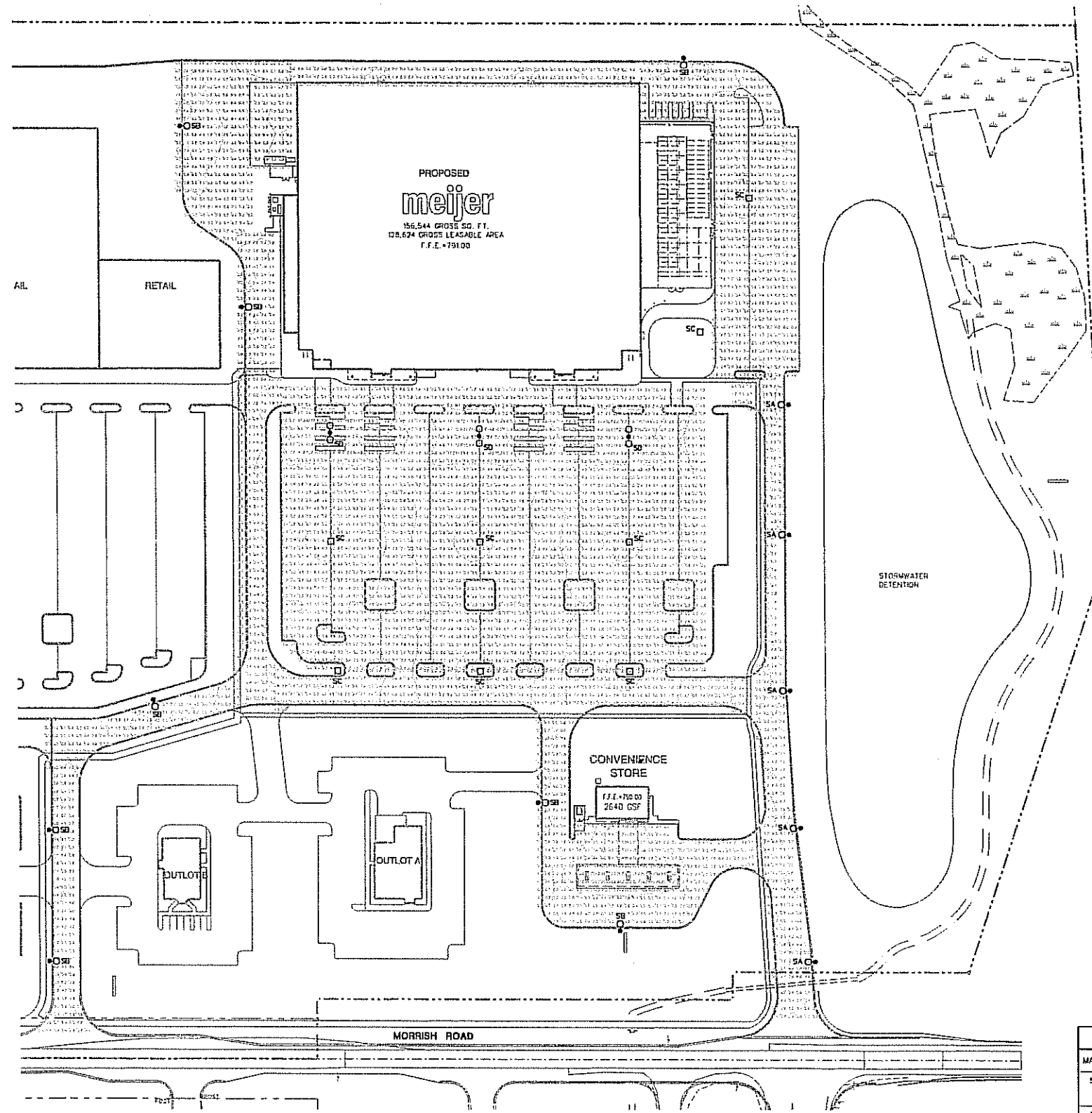
DESIGNED BY: J. W. WILSON
 CHECKED BY: J. W. WILSON
 PROJECT LDR: J. W. WILSON

PROPOSED DEVELOPMENT
SWARTZ CREEK CROSSINGS
 SWARTZ CREEK, GENESSEE COUNTY, MICHIGAN

SITE PLAN APPROVAL
 7/15/08
 6/15/08

SITE SIGNAGE PLAN

FILE NO: 0478001
 DESIGN NO: 082047210
 STORE NO: 15801728



RAISED CONCRETE LIGHTING BASE DETAIL

STATISTICS				
Description	Avg	Max	Min	Max/Min
Building - Rear	0.8 fc	14.7 fc	0.0 fc	N/A
Building - Truck Dock Area	1.2 fc	0.4 fc	0.0 fc	N/A
Drive - North	0.5 fc	2.7 fc	0.1 fc	27.0:1
Drive - South	3.7 fc	0.1 fc	0.2 fc	45.5:1
Drive - West	2.5 fc	0.5 fc	0.4 fc	19.3:1
Gas Station	6.2 fc	30.0 fc	0.2 fc	160.0:1
Parking - Main	2.0 fc	14.0 fc	0.3 fc	40.7:1
Parking - Northeast	2.6 fc	0.5 fc	0.4 fc	21.3:1
Parking - Southeast	2.1 fc	0.8 fc	0.1 fc	00.0:1

LUMINAIRE LEGEND						
MARK	DESCRIPTION	MANUF. / CATALOG NO.	LAMPS	VOLTAGE	REMARKS	QUANTITY
SA	ARM MOUNT CAST ALUMINUM FIXTURE	FIXTURE: SPALDING PFL-A-H1K-V3-C-5-WH/ ARM-5-6-5-WH POLE: VALMONT DS330-500W300-D1-WH-HH-AB-FBC	1000W MH	480	30'-0" STEEL POLE, NOTE 1	5
SB	ARM MOUNT CAST ALUMINUM FIXTURE W/HOUSE SIDE SHIELD	FIXTURE: SPALDING PFL-A-H1K-V3-C-5-WH-HS/ ARM-5-6-5-WH POLE: VALMONT DS330-500W300-P2-WH-HH-AB-FBC	1000W MH	480	30'-0" STEEL POLE, NOTE 1	5
SC	POLETOP CAST ALUMINUM FIXTURE	FIXTURE: SPALDING PFL-VT-H1K-V3-C-5-WH POLE: VALMONT DS330-500W300-P2-WH-HH-AB-FBC	1000W MH	480	30'-0" STEEL POLE, NOTE 1	8
SD	DUAL ARM MOUNT CAST ALUMINUM	FIXTURE: SPALDING (2)PFL-A-H1K-V3-C-5-WH/ ARM-5-6-5-WH POLE: VALMONT DS330-500W300-D2-WH-HH-AB-FBC	(2) 1000W MH	480	30'-0" STEEL POLE, NOTE 1	3
CSK	CANOPY LIGHT; 250W METAL HALIDE; LENS MOUNTED FLUSH WITH CANOPY BOTTOM	LSI ENCORE EC-5-370-PS4V-F-MI-WHT	(1) MH 250W/C/VBU/PA	208	NOTE 2	

NOTES:
 1. POLES, FIXTURES, AND LAMPS WILL BE FURNISHED BY OWNER AND DELIVERED TO SITE. CONTRACTOR SHALL RECEIVE, UNLOAD, STORE, PROTECT, AND INSTALL.
 2. FIXTURE IS INSTALLED IN CANOPY BY GAS STATION CONTRACTOR. SEE GAS STATION DRAWINGS FOR EXACT REQUIREMENTS.

Progressive

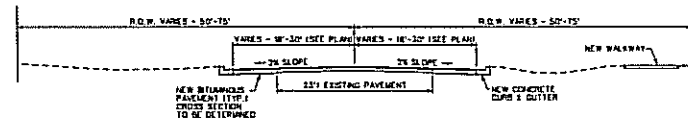
PROPOSED DEVELOPMENT
SWARTZ CREEK CROSSINGS
SWARTZ CREEK, GENESSEE COUNTY, MICHIGAN

DRAWN BY: JFC/GR
CHECKED BY: JFC/GR
PROJECT LDR: JFC/GR

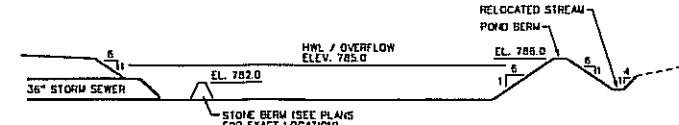
SITE PLAN APPROVAL: JFC/GR
SITE PLAN APPROVAL: JFC/GR

FILE NO: 0478001
OWNER NO: 086347250
STORE NO: 03811255

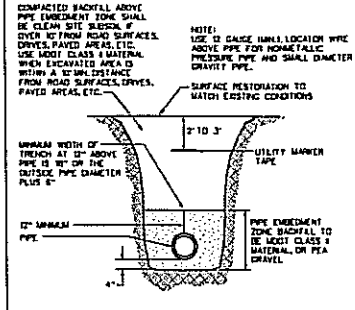
DP6



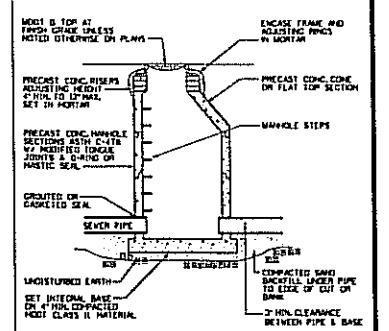
MORRISH ROAD IMPROVEMENTS CROSS SECTION
SCALE: 1" = 10'



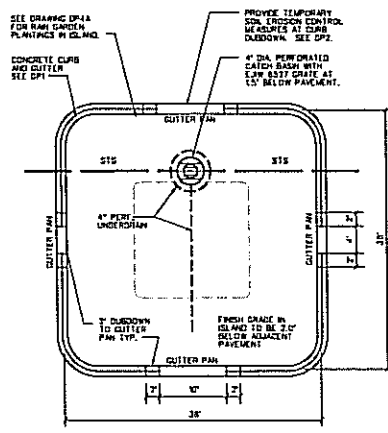
DETENTION BASIN A CROSS SECTION
HORIZ. SCALE: 1" = 40'
VERT. SCALE: 1" = 10'



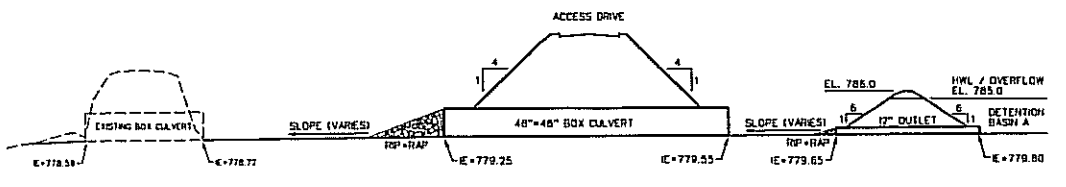
TYPICAL PIPE BEDDING DETAIL
NO SCALE



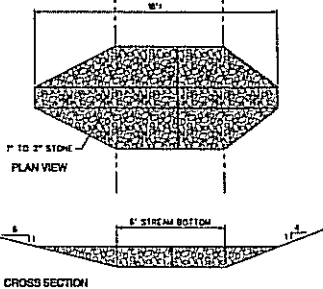
TYPICAL STORM MANHOLE
1/4" DIA. TYP. UNLESS NOTED ON DRAWINGS



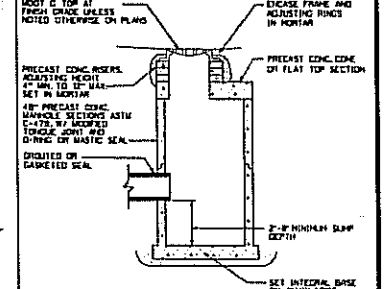
RAIN GARDEN ISLAND DETAIL
NO SCALE



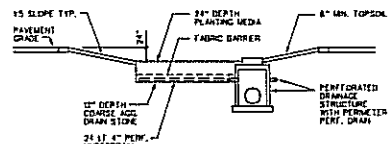
DETENTION BASIN A OUTLET CROSS SECTION
HORIZ. SCALE: 1" = 40'
VERT. SCALE: 1" = 10'



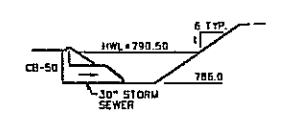
CHECK DAM DETAIL
NO SCALE



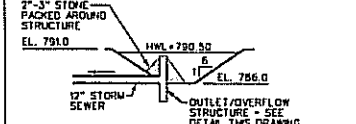
TYPICAL CATCH BASIN W/ 2' BUMP
NO SCALE



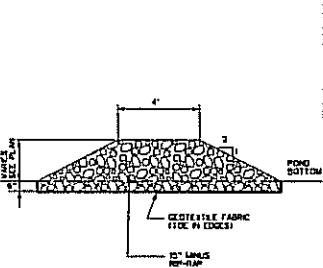
RAIN GARDEN ISLAND DETAIL
NO SCALE



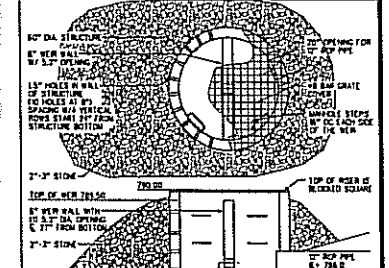
DETENTION BASIN B INLET CROSS SECTION
HORIZ. SCALE: 1" = 40'
VERT. SCALE: 1" = 10'



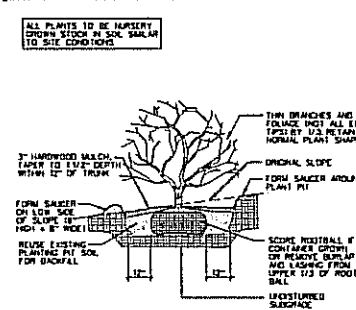
DETENTION BASIN B OUTLET CROSS SECTION
HORIZ. SCALE: 1" = 40'
VERT. SCALE: 1" = 10'



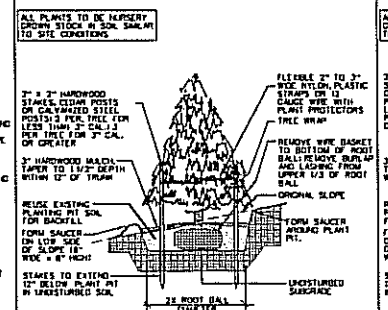
POROUS STONE BERM
NO SCALE



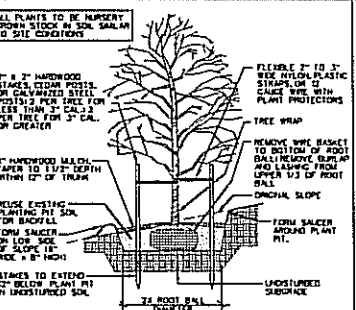
DETENTION BASIN B POND OUTLET/OVERFLOW STRUCTURE
NO SCALE



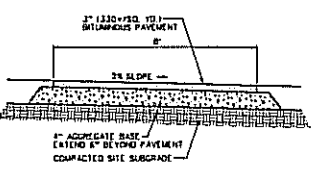
SHRUB ON SLOPE PLANTING DETAIL
NO SCALE



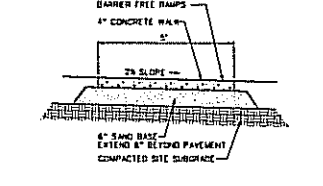
EVERGREEN TREE ON SLOPE PLANTING DETAIL
NO SCALE



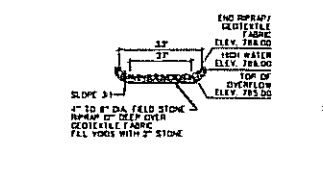
DECIDUOUS TREE ON SLOPE PLANTING DETAIL
NO SCALE



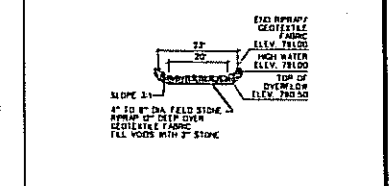
8' WIDE BITUMINOUS PATH DETAIL
NO SCALE



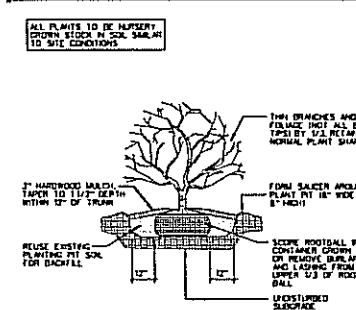
5' WIDE CONCRETE SIDEWALK DETAIL
NO SCALE



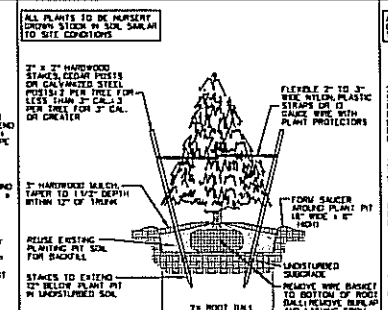
DETENTION BASIN A EMERGENCY OVERFLOW SECTION
NO SCALE



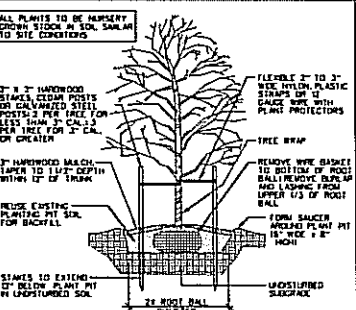
DETENTION BASIN B EMERGENCY OVERFLOW SECTION
NO SCALE



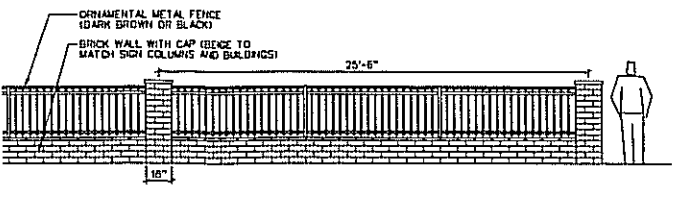
SHRUB PLANTING DETAIL
NO SCALE



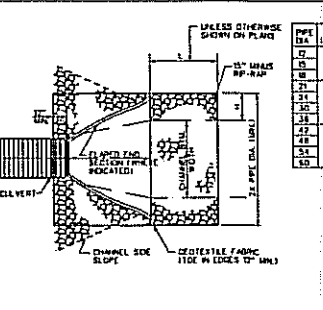
EVERGREEN TREE PLANTING DETAIL
NO SCALE



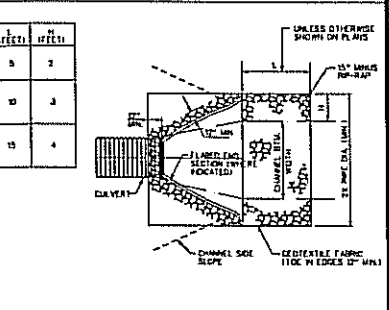
DECIDUOUS TREE PLANTING DETAIL
NO SCALE



WALL W/ ORNAMENTAL FENCE ELEVATION
SCALE: 1/4" = 1'-0"



RIP-RAP INLET DETAIL
NO SCALE



RIP-RAP OUTLET DETAIL
NO SCALE

PROPOSED DEVELOPMENT
SWARTZ CREEK CROSSINGS
 SWARTZ CREEK, GENESEE COUNTY, MICHIGAN

PREPARED BY: [Firm Name]
 CHECKED BY: [Firm Name]
 PROJECT: SWARTZ CREEK CROSSINGS
 DATE: 04/18/2018

SHEET NO. 04179001
 DRAWING NO. 005547258
 STORE NO. 151671258

SITE PLAN APPROVAL: [Signature]
 STORM DISCHARGE PERMIT: [Signature]
 SITE PLAN APPROVAL: [Signature]

DP7



ROWE PROFESSIONAL SERVICES COMPANY

Large Firm Resources. Personal Attention. sm

April 7, 2010

Mr. Paul Bueche, City Manager
City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473

RE: Construction Engineering Services
Morrish Road Infrastructure Improvements

Dear Mr. Bueche:

ROWE Professional Services Company is pleased to provide you with this construction engineering proposal for infrastructure improvements to the Morrish Road corridor between I-69 and Bristol Road. This project will include upgrades within both the city's and Genesee County Road Commission's jurisdiction. The scope of work in the City of Swartz Creek's segment will involve road widening along Morrish Road; to three lanes with concrete curb and gutter between the I-69 overpass and the north city limits at Bristol Road. Upgrades to the Bristol and Morrish Road intersection within the County Road Commission's jurisdiction will be completed to accommodate left hand turn lanes in anticipation of future growth. The overall construction price based on bids received totals \$1,378,665.

The total construction engineering fee for all proposed work is **\$109,162** (see cost breakdown attached). The cost as shown in the attached breakdown is based on the contractor's progress schedule (see attached). Based on federal funding the city has received, it will be necessary to handle contract administration separately from the Bristol and Morrish Road intersection improvements.

Thank you for the opportunity to assist the City of Swartz Creek with the infrastructure improvements to the Morrish Road corridor. We look forward to another successful project with the city.

If you have any questions, please contact me at (810)341-7500.

Sincerely,
ROWE Professional Services Company

Michael A. Royalty, P.E.
Project Engineer

R:\sdsk\Proj\05C0186\Proposals\morrish road ce.docx

**City of Swartz Creek
Morrish Road Infrastructure Improvements
Construction Engineering Fee Breakdown
April 7, 2010**

Construction Observation and Contract Administration:

Our billing will reflect actual hours of observation necessary during construction. The following cost breakdown is based on the contractor's 16 week schedule (May 31, 2010 to Sept. 20, 2010), plus one week during the spring of 2011 for restoration work.

Construction Observer

Measure Contract Quantities		
Prepare Inspector Daily Reports (IDR's)		
Prepare as-built information on utility work		
Conduct Wage Rate Interviews		
Verify construction compliance with contract specifications		
Attend Progress Meetings		
	50 hrs/wk x 17 wks @ \$83/hr	\$ 70,550

Construction Staking (City segment)

Storm Sewer Staking	8 hrs @ \$142/hr	\$ 1,136
Curb Staking	24 hrs @ \$142/hr	\$ 3,408
Calculations / Cut sheets	4 hrs @ \$ 82/hr	\$ 328
QA/QC	4 hrs @ \$ 94/hr	\$ 376
Staking Subtotal		\$ 5,248

Construction Staking (County Road Commission segment)

This work includes construction staking for curb and gutter, and storm sewers at the Bristol and Morrish Intersection.

Storm Sewer Staking	5 hrs @ \$142/hr	\$ 710
Curb Staking	5 hrs @ \$142/hr	\$ 710
Calculations / Cut sheets	3 hrs @ \$ 82/hr	\$ 246
QA/QC	1 hrs @ \$ 94/hr	\$ 94
Staking Subtotal		\$ 1,760
Staking Total		\$ 7,008

Construction Engineering Fee Breakdown

Page 2

Project Manager

Review contract documents		
Resolve contractor issues		
Attend Progress Meetings		
Project Close-Out		
	4 hrs/wk x 16 wks @ \$116/hr	\$ 7,424
	30 hrs @ \$116/hr	<u>\$ 3,480</u>
		\$10,904

Contract Administration (City Segment)

File setup		
Process pay estimates		
Review material certifications		
Review wage rates and payrolls		
Process contract modifications		
Verify work quantities with contractor		
Incorporate all field documentation into "field manager" files		
File review process with MDOT		
Process contractor evaluations		
Process final payment		
	120 hrs @ \$88/hr	\$10,560

Contract Administration (GCRC Segment)

Process pay estimates		
Review material certifications		
Process change orders		
Verify work quantities with the contractor		
	20 hrs @ \$83/hr	\$ 1,660
	30 hrs @ \$116/hr	<u>\$ 3,480</u>
		\$ 5,140

Construction testing

Concrete air, slump, and strength testing		
Bituminous density testing		
Aggregate base density testing		
	1 LSUM	\$ 5,000

Construction Engineering Total \$109,162

PROGRESS SCHEDULE

Information required by MDOT in order to establish a construction schedule.
Distribution: Original - Finance/Contracts, copy - Region, copy - Project files

FILE 102

CONTROL SECTION 25402	JOB NUMBER 103544	<input checked="" type="checkbox"/> INITIAL	<input type="checkbox"/> UPDATE
PROPOSAL ITEM NUMBER 1001 034	LETTING DATE 01/08/10		

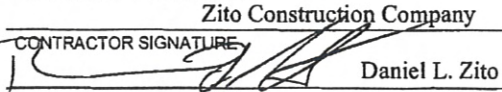
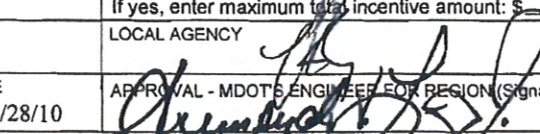
OUTLINE OF PROPOSED ORDER OF WORK FOR CONTROLLING WORK ITEMS - when approved, this outline will become part of the contract.

CONTROLLING WORK ITEM	DURATION OF CONTROLLING OPERATION	
	START (Date/Work Day)	COMPLETE (Date/Work Day)
<input type="checkbox"/> CALENDAR DAY <input type="checkbox"/> WORK DAY <input checked="" type="checkbox"/> CALENDAR DATE ATTACHMENT <input type="checkbox"/> CRITICAL PATH <input type="checkbox"/> BAR CHART <input type="checkbox"/> LINEAR SCHEDULE		
Removals	*May 31, 2010	June 20, 2010
Grading & Drainage	June 21, 2010	July 30, 2010
Concrete Items	July 31, 2010	August 10, 2010
Aggregate Base	August 11, 2010	August 20, 2010
Bituminous Paving	August 21, 2010	Sept. 13, 2010
Project Cleanup & Restoration	Sept. 14, 2010	Sept. 20, 2010
Open to Traffic		Sept. 20, 2010
Turf Establishment-corrective work	Sept. 21, 2010	June 6, 2011
Project Complete		June 6, 2011

REMARKS

*Start date specified in project progress clause (May 31, 2010)

Holiday Work Suspension per Special Provision Maintaining Traffic
 Independence Day Shut Down - July 2, 2010 through July 4, 2010
 Labor Day Shut Down - September 3, 2010 through September 5, 2010
 Seasonal Suspension - November 15, 2010 through April 18, 2011

CONTRACT COMPLETION WORKDAYS June 6, 2011 OPEN TO TRAFFIC DATE(S) WORKDAYS September 20, 2010 A + B bid? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes . If yes, enter date(s): _____ Lane/Bridge/Ramp rental <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes CONTRACTOR NAME (PRINT) Zito Construction Company	Conformance with progress clause and proposal (Maintain traffic requirements) <input checked="" type="checkbox"/> Yes Overlapping dates? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, If yes, attach justification. If A + B bid or rental (lane/bridge/ramp), is schedule in accordance with contract? <input type="checkbox"/> Yes Incentive/ Disincentive? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, enter maximum total incentive amount: \$ _____ LOCAL AGENCY DATE 2-9-10
CONTRACTOR SIGNATURE  Daniel L. Zito DATE 1/28/10	APPROVAL - MDOT'S ENGINEER FOR REGION (Signature)  DATE 2/12/10

PROGRESS SCHEDULE

Information required by MDOT in order to establish a construction schedule.
Distribution: Original - Finance/Contracts, copy - Region, copy - Project files

FILE 102

CONTROL SECTION Morrish Rd/Bristol Rd Intersection	JOB NUMBER	<input checked="" type="checkbox"/> INITIAL	<input type="checkbox"/> UPDATE
PROPOSAL ITEM NUMBER	LETTING DATE		

OUTLINE OF PROPOSED ORDER OF WORK FOR CONTROLLING WORK ITEMS - when approved, this outline will become part of the contract.

CONTROLLING WORK ITEM	ATTACHMENT <input type="checkbox"/> CRITICAL PATH <input type="checkbox"/> BAR CHART <input type="checkbox"/> LINEAR SCHEDULE	DURATION OF CONTROLLING OPERATION	
		START (Date/Work Day)	COMPLETE (Date/Work Day)
<input type="checkbox"/> CALENDAR DAY <input type="checkbox"/> WORK DAY <input checked="" type="checkbox"/> CALENDAR DATE			
Removals		June 20, 2010*	June 25, 2010
Grading & Drainage		June 26, 2010	Aug. 5, 2010
Concrete Items		Aug. 6, 2010	Aug. 11, 2010
Aggregate Base		Aug. 12, 2010	Aug. 19, 2010
Bituminous Paving		Aug. 20, 2010	Sept. 14, 2010
Project Cleanup & Restoration		Sept. 15, 2010	Sept. 21, 2010
Project Complete			Sept. 21, 2010
<p><i>- We assume paving operations will be completed at same time as city portion. Our construction engineering proposal will only reflect observation time from June 20 - Aug 19.</i></p>			

REMARKS

* or within 10 days of award

CONTRACT COMPLETION WORKDAYS September 21, 2010		Conformance with progress clause and proposal (Maintain traffic requirements) <input type="checkbox"/> Yes	
OPEN TO TRAFFIC DATE(S) WORKDAYS		Overlapping dates? <input type="checkbox"/> No <input type="checkbox"/> Yes. If yes, attach justification.	
A + B bid? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. If yes, enter date(s):		If A + B bid or rental (lane/bridge/ramp), is schedule in accordance with contract? <input type="checkbox"/> Yes	
Lane/Bridge/Ramp rental <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		Incentive/ Disincentive? <input type="checkbox"/> No <input type="checkbox"/> Yes	
CONTRACTOR NAME (PRINT) Zito Construction Company		If yes, enter maximum total incentive amount: \$	
CONTRACTOR SIGNATURE Daniel L. Zito		LOCAL AGENCY	DATE
DATE 3/17/10	APPROVAL - MDOT'S ENGINEER FOR REGION (Signature)		DATE

**GENESEE COUNTY ROAD COMMISSION
ROAD AGREEMENT WITH THE CITY OF SWARTZ CREEK**

FOR

**MORRISH AND BRISTOL ROADS AT THE CITY OF SWARTZ CREEK
NORTHERN CITY LIMIT**

THIS AGREEMENT made and entered into this ____ day of _____, 2010, by and between THE BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF GENESEE, MICHIGAN, a Michigan Municipal Corporation, located at 211 West Oakley Street, Flint, Michigan 48503, hereinafter called the “ROAD COMMISSION”, and the City of Swartz Creek, a Municipal Corporation, located at 8083 Civic Drive, Swartz Creek, Michigan 48473, hereinafter called the “CITY.”

WITNESSETH:

WHEREAS, the ROAD COMMISSION has sole jurisdiction over certain roads within the townships of the county, as provided by the Laws of the State of Michigan; and,

WHEREAS, the Laws of the State of Michigan allow the ROAD COMMISSION to issue a permit to the CITY for road improvements within the right-of-way of a public road; and

WHEREAS, the ROAD COMMISSION and CITY want to enter into a contract relative to making certain improvements upon Morrish Road (650 feet north of Bristol Road), Bristol Road (150 feet west and east of Morrish Road) and the intersection of Morrish and Bristol Roads; said improvements shall hereinafter be called the PROJECT.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, it is agreed by and between the parties hereto as follows:

1. The CITY entered into a separate contract with a private corporation to improve a segment of Morrish and Bristol Road considered for future development. The CITY has caused engineering plans detailing the required improvements to be prepared. The ROAD COMMISSION has jurisdiction over a portion of the total improvements. The ROAD COMMISSION has reviewed and approved the plans within their jurisdiction.
2. All construction shall be in accordance with the “Intersection Improvements – Morrish Road and Bristol Road – 0.14 Miles of Resurfacing, Intersection Reconstruction and Widening of Morrish Road and Bristol Road with Drainage Improvements” as prepared by ROWE

Professional Services Company, PO Box 3748, Flint, MI 48502, and approved by the ROAD COMMISSION on _____ 2010.

3. All construction shall be in accordance with the 2003 MDOT Standard Specifications for Construction unless otherwise noted on the plans. The construction shall also be in accordance with the ROWE Professional Services Company letter dated March 19, 2010 and "Received" by the ROAD COMMISSION on March 22, 2010. This letter is attached as Exhibit "A".
4. The CITY agrees to enter into a separate agreement with a contractor to construct the road improvements. The CITY shall be responsible for 100% of the construction cost. The CITY agrees to provide the ROAD COMMISSION a copy of the contractor's Performance Bond for this segment of the total improvement.
5. The CITY agrees to provide a project schedule and any schedule updates for this PROJECT.
6. The CITY agrees to schedule a pre-construction meeting for their contractor, the ROAD COMMISSION and any other parties involved or impacted by the PROJECT.
7. The ROAD COMMISSION will require construction engineering services for the improvements within their jurisdiction. The CITY shall be responsible for 100% of these costs. The ROAD COMMISSION will allow the CITY's construction engineering provider to act on the behalf of the ROAD COMMISSION's construction engineering interests as long as the CITY's construction engineering provider abides by the requirements of Exhibit "B". By signing this agreement, the CITY is accepting this provision and will be responsible to inform their construction engineering provider of the Exhibit "B" requirements.
8. The ROAD COMMISSION agrees that it will issue a permit to the CITY for the construction shown on the approved construction plans or as noted herein. The ROAD COMMISSION will waive all fees and deposits for the CITY's permit.
9. All Construction Engineering, Construction Staking and Contract Administrative work with respect to the PROJECT shall be performed by the CITY.
10. The CITY agrees to indemnify, hold harmless and afford protection to the ROAD COMMISSION against all claims for damages to public or private property and for injuries to persons arising out of and occurring with the PROJECT during the progress of work and to its completion. Proof of having provided such protection shall include furnishing a copy of certificate of insurance to the ROAD COMMISSION, insuring the Genesee County Road Commission to the full satisfaction of the ROAD COMMISSION. The certificate of insurance shall include a satisfactory "hold harmless" clause.
11. The CITY shall perform all necessary maintenance on the PROJECT and allow the ROAD COMMISSION to suspend and defer normal maintenance operations until the PROJECT has

been completely constructed and approved by release of the Permit by the ROAD COMMISSION.

12. The CITY shall, upon notice by the ROAD COMMISSION, remove any construction debris or hazard(s) left within the street or public rights-of-way within twenty-four (24) hours. If the CITY fails to perform the work when notified, the ROAD COMMISSION shall have the right to perform the work in question and charge the cost to the CITY.
13. This agreement shall expire on the date the ROAD COMMISSION forwards correspondence releasing the Permit. Prior to release of the Permit, a satisfactory final inspection of the PROJECT will need to be completed, satisfactory as-built construction plans will need to be submitted for review and approval, submittal of the construction engineering paperwork and any other completion of outstanding required site or paper work will need to be completed.
14. The CITY agrees that should their contractor fail to complete the work in accordance with the approved construction plans, the CITY will redeem the contractor's Performance Bond and act to complete the work. The CITY agrees that if the proceeds from the Bond are not sufficient to cover the cost of said improvements, the CITY shall be responsible for any costs beyond the Performance Bond amount.
15. By the execution of this Agreement by the Mayor and the Clerk of the City of Swartz Creek, the Mayor and the Clerk do hereby certify to the ROAD COMMISSION that this Agreement has been signed by them on behalf of the CITY, after being properly authorized to do so by the City Council which authorization was granted on the 12th day of April 2010, by a majority of said City Council at a meeting duly called at which a quorum was present. Attached hereto as Exhibit "C" is a copy of the resolution authorizing the execution of this Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

CITY OF SWARTZ CREEK

Witness

Richard B. Abrams, Mayor

Date

Juanita Aguilar, Clerk

THE BOARD OF COUNTY ROAD
COMMISSIONERS OF THE COUNTY OF
GENESEE, MICHIGAN

Witness

James A. Pomeroy, Chairman

Robert C. Johnson, Vice-Chairman

David L. Miller, Member

Cloyce L. Dickerson, Member

John G. Mandelaris, Member



Large Firm Resources. Personal Attention. sm

March 19, 2010

RECEIVED

MAR 22 2010

DIVISION OF TRAFFIC ENGINEERING & PERMITS GENESEE COUNTY ROAD COMMISSION

Ms. Susan A. Charnesky, P.E. Genesee County Road Commission 211 West Oakley Street Flint, MI 48503

RE: Morrish Road Improvements (South) Response Letter #2

Dear Ms. Charnesky:

ROWE Professional Services Company has received your review letter dated, March 18, 2010 for the Morrish Road Improvements (South) project. Per our phone conversation on March 18, 2010 you requested written clarification for addressing items "5" and "6".

At this time we offer our comments:

Item 5



We understand your concerns with the southern radius of the GCRC driveway. Due to the drives close proximity to the MDOT freeway ramp the radius cannot be increased. However, at the time of construction we will meet with you in the field to make necessary adjustments to the proposed guardrail.

Item 6



Due to time constraints with the MDOT letting process the Morrish Road Improvements project was split into two different projects in order to secure federal funding for the city's project. Both sections will be constructed at the same time by the same Contractor; therefore; the two spillways shown as a part of the Morrish Road Improvements South project will be eliminated and the drainage will be managed as detailed in the Morrish Road Improvements North project.

Ms. Susan A. Charnesky
March 19, 2010
Page 2

As stated in our recent telephone conversation, the clarifications above and a revised permit application would be sufficient for issuance of a right-of-way use permit from your office. The revised permit application, which now includes the Contractors information, is attached to this letter.

If you have any questions please feel free to contact me at our corporate office (810) 341-7500.

Sincerely,
ROWE Professional Services Company



Michael Royalty, P.E.
Project Engineer

cc: Louis P. Fleury, P.E. ROWE
City of Swartz Creek, 8083 Civic Drive, Swartz Creek 48473

attach: (1) ROW use permit application

EXHIBIT “B”

**GENESEE COUNTY ROAD COMMISSION
CONSTRUCTION ENGINEERING REQUIREMENTS**

PROJECT DESCRIPTION/PROJECT SUPERVISOR DESIGNATION:

The Scope of Services is for use on the following Project and becomes a part of the Construction Engineering Agreement for the following Project once signed:

Project Name: Intersection Improvements – Morrish Road and Bristol Road – 0.14 Miles of Resurfacing, Intersection Reconstruction and Widening of Morrish Road and Bristol Road with Drainage Improvements

Project’s Location: Morrish Road (650 feet north of Bristol Road), Bristol Road (150 feet west and east of Morrish Road) and the intersection of Morrish and Bristol Roads

Project Supervisor: John T. Plamondon, P.E.
211 W. Oakley Street
Flint, Michigan 48503
(810) 767-4920 ext. 232

The Consultant shall contact the Project Supervisor prior to beginning any work on this Project. The Genesee County Road Commission is referred to as “Commission” below.

GENERAL:

- A. The Scope of Services consists of performing to the satisfaction of the Commission full time on-site construction observation, prepare construction paperwork, perform construction staking, construction management, and testing services necessary to accomplish the work described herein consistent with applicable professional standards.
- B. The Consultant or their sub-consultant shall furnish all services and labor necessary to conduct and complete Services described herein. The Consultant or their sub-consultant shall also furnish all materials, equipment, supplies, and incidentals necessary to perform the Services (other than those designated in writing to be furnished by the Commission), and check and/or test them prior to use in carrying out this work.
- C. The Consultant’s principal contact with the Commission shall be through the designated Project Supervisor.

- D. At the request of the Commission, the Consultant, during the progress of the Services, shall furnish information or data relating to the Services described herein and may be required by the Commission to enable it to carry out or to proceed with related phases of the Project not described herein, or which may be necessary to enable the Commission to furnish information to the Consultant upon which to proceed with further Services.
- E. The Consultant agrees to demonstrate knowledge and performance in compliance with the standard construction practices of the Michigan Department of Transportation (MDOT); the Commission; the Project-specific construction contracts, proposal, and plans; the Standard Specifications for Construction and all applicable publications referenced within; the Michigan Construction Manual; the MDOT Materials Sampling Guide; and any and all other references, guidelines, and procedures manuals needed to carry out the work described herein in an appropriate manner.

GENERAL DESCRIPTION OF SERVICES:

The Consultant agrees to provide, to the satisfaction of the Commission, full time on-site construction observation, fully completed construction paperwork, construction staking, construction management, inspection and testing services necessary to accomplish the work described herein and all reporting, measurement, computation, and documentation requirements referenced in the Specifications, Plans, Proposal, the Michigan Construction Manual, the MDOT Materials Sampling Guide, and any and all other applicable references, guidelines, and procedures manuals associated with this project.

CONSTRUCTION ENGINEERING SERVICES TO BE PERFORMED BY THE CONSULTANT:

- A. That all work under this Agreement will be performed in compliance with the contract documents and the standard practices of the Michigan Department of Transportation and the Commission. Sampling frequencies for inspection and testing will be as prescribed by the Specifications, Proposal, MDOT Materials Sampling Guide and/or other applicable references, guidelines, and procedures manuals.
- B. The Consultant or their Sub-consultant will provide the necessary personnel to adequately perform the requirements of this Agreement, and that these people will possess the certifications, experience, knowledge, and character to qualify them for the particular duties each is to perform.
- C. The Consultant or their Sub-consultant shall furnish all necessary inspection, testing, and staking equipment needed to carry out the inspection, testing and staking services.

- D. The Consultant shall furnish all necessary inspection services needed to assure contract compliance with Traffic Control, Soil Sedimentation and Erosion Control and other miscellaneous contract work as described as a pay item.
- E. That acceptance samples, tests, and reporting procedures will conform to the Specifications, Proposal, MDOT Materials Sampling Guide and any and all other applicable references, guidelines, and procedures manuals prescribed by the Michigan Department of Transportation and the Commission.
- F. The Consultant will immediately bring to the attention of the Project Supervisor any failure by the Contractor to comply with a plan or specification requirement, any problem, trends toward borderline compliance, or any other occurrence which may require resolution by the Consultant. The Consultant will also arrange, if necessary, meetings for the resolution of such matters and notify the Project Supervisor.
- G. The Consultant will report, measure, compute, and document all inspection and/or testing work in accordance with the Specifications, Plans, Proposal, MDOT Materials Sampling Guide and any and all other applicable references, guidelines, and procedures manuals prescribed by the Michigan Department of Transportation and the Commission.
- H. The Consultant shall invite the Project Supervisor to perform a final inspection of the project within two weeks prior to the completion of the project.
- I. The Consultant shall provide the Commission with copies of all the paperwork created, generated or compiled for the services rendered.
- J. The Consultant shall provide the Commission with a final mylar as-constructed plan set. The as-constructed plan set shall be signed and sealed by a professional engineer.

CONSULTANT CLAIMS PROCEDURE

Disputed Claims for Extra Compensation: This item is to be handled by the City of Swartz Creek.

SERVICES TO BE PERFORMED BY THE COMMISSION:

The Project Supervisor shall provide general monitoring of the Project to assure that the Project has been completed in reasonable conformance with the plans and specifications for Project Acceptance.

EXHIBIT “C”

City Council Resolution



ROWE PROFESSIONAL SERVICES COMPANY

Large Firm Resources. Personal Attention.sm

April 7, 2010

Mr. Paul Bueche
City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473

RE: Morrish Road Improvements (North)
Recommendation Letter

Dear Mr. Bueche:

Enclosed please find a bid price from Zito Construction for completing the improvements to the Bristol and Morrish Road intersection. Based on the unit prices submitted, the project cost totals \$269,711.00. This price is 29% under our engineer's estimated cost of \$381,000 for the improvements.

Zito Construction has been awarded the Morrish Road Improvements project from I-69 to Bristol Road. Using the same contractor for both projects would result in a significant savings to the city and make coordination between the two projects much smoother and reduce the amount of time required to construct both projects.

ROWE has worked satisfactorily with Zito Construction on several projects over the years and it is our recommendation to award the project to Zito Construction.

If you have any questions or concerns please feel free to contact me at our corporate office.

Sincerely,
ROWE Professional Services Company

Michael Royalty, P.E.
Project Engineer

attch: (1) unit price schedule

R:\Sdsk\Proj\08c0159\Dwg\DWGS For GCRC\Doc\Zito Recommendation Letter.Docx

BID FORM

PROJECT IDENTIFICATION: City of Swartz Creek
Morrish Road Improvements

CONTRACT IDENTIFICATION AND NUMBER: 08C0159

THIS BID IS SUBMITTED TO:

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

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- 2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.
- 3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:
 - A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>NONE</u>	<u>N/A</u>
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site

(except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
 - F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
 - G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
 - I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.
 - J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- 4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

UNIT PRICE BID:

ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL ESTIMATED PRICE
Mobilization, Max. _____	1	LS	\$ <u>17,000.00</u>	\$ <u>17,000.00</u>
Tree, Rem, 19 inch to 36 inch	1	Ea	\$ <u>560.00</u>	\$ <u>560.00</u>
Culv, Rem, Less than 24 inch	5	Ea	\$ <u>120.00</u>	\$ <u>600.00</u>
Pavt, Rem, Modified	1630	Syd	\$ <u>4.00</u>	\$ <u>6520.00</u>
Embankment, CIP	1000	Cyd	\$ <u>3.10</u>	\$ <u>3100.00</u>
Machine Grading, Modified	10	Sta	\$ <u>900.00</u>	\$ <u>9000.00</u>
Subgrade Undercutting, Type II, Modified	200	Cyd	\$ <u>31.00</u>	\$ <u>6200.00</u>
Erosion Control, Check Dam, Stone	100	Ft	\$ <u>20.00</u>	\$ <u>2000.00</u>
Erosion Control, Inlet Protection, Fabric Drop	4	Ea	\$ <u>40.00</u>	\$ <u>160.00</u>
Erosion Control, Silt Fence	1050	Ft	\$ <u>1.00</u>	\$ <u>1050.00</u>
Aggregate Base, 6 inch, Modified	2567	Syd	\$ <u>6.00</u>	\$ <u>15402.00</u>
Maintenance Gravel, Modified	500	Ton	\$ <u>18.00</u>	\$ <u>9000.00</u>
Aggregate Surface Cse, 8 inch	214	Syd	\$ <u>11.00</u>	\$ <u>2354.00</u>
Shoulder, Cl II, 4 inch	830	Syd	\$ <u>5.00</u>	\$ <u>4150.00</u>
Culv, Cl A, CSP, 12 inch	113	Ft	\$ <u>21.00</u>	\$ <u>2373.00</u>
Sewer, Cl II, 12 inch, Tr Det B	245	Ft	\$ <u>25.00</u>	\$ <u>6125.00</u>
Adjust Sanitary Manhole, Case 1, Modified	1	Ea	\$ <u>600.00</u>	\$ <u>600.00</u>
Adjust Sanitary Manhole, Case 2, Modified	2	Ea	\$ <u>500.00</u>	\$ <u>1000.00</u>
Dr Structure, 48 inch dia	4	Ea	\$ <u>990.00</u>	\$ <u>3960.00</u>
Dr Structure Cover	1100	Lb	\$ <u>1.20</u>	\$ <u>1320.00</u>

ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL ESTIMATED PRICE
Adjust Water Manhole, Case 2, Modified	3	Ea	\$ <u>300.00</u>	\$ <u>900.00</u>
Cold Milling HMA Surface	1740	Syd	\$ <u>3.60</u>	\$ <u>6,264.00</u>
Pavt for Butt Joints, Rem HMA, 2C	70	Syd	\$ <u>12.00</u>	\$ <u>840.00</u>
HMA, 3C	630	Ton	\$ <u>56.00</u>	\$ <u>35,280.00</u>
HMA, 4C	675	Ton	\$ <u>62.00</u>	\$ <u>41,850.00</u>
Curb and Gutter, Conc, Det D2	790	Ton	\$ <u>62.50</u>	\$ <u>49,375.00</u>
Shoulder Gutter, Conc, Det 2	490	Ft	\$ <u>18.00</u>	\$ <u>8,820.00</u>
Spillway, Conc	4	Ea	\$ <u>525.00</u>	\$ <u>2,100.00</u>
Post, Steel, 3 lb	30	Ft	\$ <u>50.00</u>	\$ <u>1,500.00</u>
Sign, Type IIIB	102	Ft	\$ <u>4.00</u>	\$ <u>408.00</u>
Pavt Mrkg, Ovly Cold Plastic, Lt Turn Arrow Sym	67	Sft	\$ <u>16.00</u>	\$ <u>1,072.00</u>
Pavt Mrkg, Ovly Cold Plastic, Only	3	Ea	\$ <u>75.00</u>	\$ <u>225.00</u>
Pavt Mrkg, Regular Dry, 4 inch, White	2	Ea	\$ <u>85.00</u>	\$ <u>170.00</u>
Pavt Mrkg, Regular Dry, 4 inch, Yellow	1275	Ft	\$ <u>0.20</u>	\$ <u>255.00</u>
Barricade, Type III, High Intensity, Furn	2330	Ft	\$ <u>0.20</u>	\$ <u>466.00</u>
Barricade, Type III, High Intensity, Oper	5	Ea	\$ <u>75.00</u>	\$ <u>375.00</u>
Barricade, Type III, High Intensity, Oper	5	Ea	\$ <u>20.00</u>	\$ <u>100.00</u>
Barricade, Type III, High Intensity, Lighted, Furn DL?	5	Ea	\$	\$
Barricade, Type III, High Intensity, Lighted, Oper DL?	5	Ea	\$	\$
Flag Control	1	LS	\$ <u>2100.00</u>	\$ <u>2,100.00</u>
Lighted Arrow, Type B, Furn	2	Ea	\$ <u>535.00</u>	\$ <u>1,070.00</u>

ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL ESTIMATED PRICE
Lighted Arrow, Type B, Oper	2	Ea	\$ <u>125.00</u>	\$ <u>250.00</u>
Minor Traf Devices	1	LS	\$ <u>1800.00</u>	\$ <u>1800.00</u>
Pavt Mrkg, Type NR, Paint, 4 inch, Yellow, Temp	1000	Ft	\$ <u>1.00</u>	\$ <u>1,000.00</u>
Plastic Drum, High Intensity, Furn	100	Ea	\$ <u>10.00</u>	\$ <u>1,000.00</u>
Plastic Drum, High Intensity, Oper	100	Ea	\$ <u>1.00</u>	\$ <u>100.00</u>
Sign, Type B, Temp, Furn	450	Sft	\$ <u>2.00</u>	\$ <u>900.00</u>
Sign, Type B, Temp, Oper	450	Sft	\$ <u>0.10</u>	\$ <u>45.00</u>
Pavt Mrkg, Type NR, 24 inch, Stop Bar, Temp	80	Ft	\$ <u>8.50</u>	\$ <u>680</u>
Riprap, Plain	50	Syd	\$ <u>30.00</u>	\$ <u>1,500.00</u>
Slope Restoration	5000	Syd	\$ <u>2.20</u>	\$ <u>11,000.00</u>
Gate Box, Adj	2	Ea	\$ <u>100.00</u>	\$ <u>200.00</u>
Ditching, Modified	1398	Ft	\$ <u>4.00</u>	\$ <u>5592.00</u>
TOTAL OF ALL ESTIMATED PRICES				\$ <u>269,711.00</u>

Unit Prices have been computed in accordance with paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

- 6.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.
- 7.01 The required bid security in the form of _____ is attached to and made a condition of this Bid.

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on APRIL 6, 2010

Note to Bidders - Complete only one of the following three sections as appropriate for your business status: individual, partnership or corporation.

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____

(Individual's signature)

Doing business as: _____

Business address: _____

Phone No: _____ Fax No: _____

A Partnership

Partnership Name: _____

By: _____

(Signature of general partner)

Name (typed or printed): _____

Business address: _____

Phone No: _____ Fax No: _____

D.L.Z.

LETTING OF JANUARY 08, 2010	ENG. EST.	LOW BID
PROPOSAL 1001034	\$ 1,480,715.00	\$1,108,954.00
PROJECT STU 25402-103544		
LOCAL AGRMT. 09-5742		% OVER/UNDER EST.
START DATE - MAY 31, 2010		
COMPLETION DATE - JUNE 06, 2011		-25.11 %

0.40 mi of hot mix asphalt resurfacing and reconstruction, lane widening, concrete pavement repairs, concrete curb and gutter, guardrail, storm sewer, and earthwork on Morrish Road from the I-69 overpass to Bristol Road in the city of Swartz Creek, Genesee County.

5.00 % DBE participation required

BIDDER	AS-SUBMITTED	
Zito Construction	\$ 1,108,954.00	1 **
DiPonio Contracting, Inc.	\$ 1,125,721.72	2
Dean Holmes Excavating, Ltd.	\$ 1,126,103.66	3
C & D Hughes, Inc.	\$ 1,186,254.45	4
Dan's Excavating, Inc.	\$ 1,259,180.06	5
Pamar Enterprises, Inc.	\$ 1,267,962.95	6
L.J. Construction, Inc.	\$ 1,268,128.20	7
Barrett Paving Materials Inc.	\$ 1,302,387.30	8
Florence Cement Company	\$ 1,303,359.97	9
San Marino Excavating, Inc.	\$ 1,304,000.80	10
Champagne and Marx Excavating, Inc.	\$ 1,336,813.90	11
C & G Myers Construction, LLC	\$ 1,341,835.97	12
L. A. Construction, Corp.	\$ 1,343,331.58	13
Novak Construction	\$ 1,346,986.50	14
C. A. Hull Co., Inc.	\$ 1,359,568.43	15
Angelo Iafrate Construction Company	\$ 1,362,634.45	16
C L Trucking & Excavating, LLC	\$ 1,365,365.96	17
Fonson, Inc.	\$ 1,376,559.68	18
Milbocker and Sons, Inc.	\$ 1,387,464.76	19
Site Development, Inc.	\$ 1,424,432.17	20
Rohde Bros. Excavating, Inc.	\$ 1,448,783.00	21
Nashville Construction Company	\$ 1,461,818.87	22
Lee Wood Contracting, Inc.	\$ 1,471,289.80	23
Eastlund Concrete Construction, Inc.		
Fisher Contracting Company		
Kelcris Corporation		
Ajax Paving Industries, Inc.		
Pro-Line Asphalt Paving Corp.		
Cadillac Asphalt, L.L.C.		
Tony Angelo Cement Construction Comp		
Causie Contracting, Inc.		

23 Bidders

Michael Royalty

From: Michael Royalty
Sent: Tuesday, March 09, 2010 3:51 PM
To: 'Paul Bueche'
Cc: Thomas Svrcek
Subject: Local Street Repairs

Paul,

Tom has requested a price for preparing contract documents to make repairs to Jenny Ln from Bristol Rd to Yarmy Dr. He also requested a price for preparing contract documents to cape seal a majority of the City's local streets with a paser rating of 4 or 5 (based on the recent road inventory we prepared there are a total of approximately 26 streets that fall within this range). The following is a breakdown of our fee:

Project #1: Mill and Resurface Jenny Lane:

Field Work: 4 hrs @ \$99 = \$396
Prepare Contract Documents (Bid Forms, Specs, and Plans): 10 hrs @ \$99 = \$990
Construction Estimate: 1 hr @ \$99 = \$99
Internal QA/QC: 2hrs @ \$116 = \$232
Advertise for Bidding: 2 hrs @ \$50 = \$100
Prepare Bid Tabulation: 2 hrs @ \$50 = \$100
Check Contractors References, Bonds, and Insurance: 3 hrs @ \$99 = \$297
Conduct Pre-Construction Meeting: 2 hrs @ \$116 = \$232

Project #1 Total = \$2,446

Project #2: Cape Seal Local Streets:

Field Work: 4 hrs @ \$99 = \$396
Prepare Contract Documents (Bid Forms, Specs, and Plans): 5 hrs @ \$99 = \$495
Construction Estimate: 1 hr @ \$99 = \$99
Internal QA/QC: 1 hr @ \$116 = \$116
Advertise for Bidding: 2 hrs @ \$50 = \$100
Prepare Bid Tabulation: 1 hr @ \$50 = \$50
Check Contractors References, Bonds, and Insurance: 3 hrs @ \$99 = \$297
Conduct Pre-Construction Meeting: 1 hr @ \$116 = \$116

Project #2 Total = \$ 1,669

Project #1 & #2 Grand Total = \$4,115

Let me know if you have any questions.

Michael A. Royalty, P.E.
Project Engineer
ROWE Professional Services Company
PO Box 3748
Flint, MI 48502

Swartz Creek Local Streets Preventative Maintenance						
Street	Description	Category	Length	Width	Area	PASER
1st Street	End of Street to Miller Road	Local	529	23	1352	4
2nd Street	End of Street to Miller Road	Local	524	23	1339	4
3rd Street	End of Street to Miller Road	Local	530	23	1354	4
Brady Avenue	Ingalls Street to Miller Road	Local	402	22	983	5
Church Street	Morrish Road to Frederick Street	Local	508	23	1298	5
Ford Street	Ingalls Street to Miller Road	Local	433	23	1107	5
Frederick Street	Miller Road to Church Street	Local	348	23	889	4
Frederick Street	Church Street to Mason Street	Local	346	23	884	4
Hayes Street	Ingalls Street to Miller Road	Local	407	23	1040	5
Holland Street	Ingalls Street to Miller Road	Local	345	38	1457	5
McLain Street	Ingalls Street to Miller Road	Local	595	29	1917	4
Wade Street	Morrish Road to 1st Street	Local	465	23	1188	5
Wade Street	1st Street to 2nd Street	Local	324	22	792	5
Wade Street	2nd Street to 3rd Street	Local	322	23	823	4
Jennie Lane	Yarmy to Bristol (Mill and Resurface)	Local	1950	22	4766	1

Swartz Creek Local Roads

Street	Seg.	Dst.	Description	Category	X-Sect.	Length	Width	Area	PASER	Treatment **	Cost *
1st St.	1	E	End of Street to Miller Rd.	Local	ACG	529	23	1352	4	Mill and Resurface	\$90,577
2nd St.	1	E	End of Street to Miller Rd.	Local	ACG	524	23	1339	4	Mill and Resurface	\$89,720
3rd St.	1	E	End of Street to Miller Rd.	Local	ACG	530	23	1354	4	Mill and Resurface	\$90,748
Abbey Ln.	1	E	Jennie Ln. to Yarmy Dr.	Local	ACG	1045	23	2671	3	Mill and Resurface	\$178,927
Birch Ln.	1	E	Dead End to Parkridge Pkwy.	Local	CD	249	22	609	8	None	\$0
Birchcrest Dr.	1	W	Diameter of Court	Local	AD	329	22	804	5	Ultra Thin Overlay	\$10,024
Birchcrest Dr.	2	W	Court to Oakview	Local	AD	543	22	1327	5	Ultra Thin Overlay	\$16,545
Birchcrest Dr.	3	W	Oakview to Young	Local	AD	1273	21	2970	5	Ultra Thin Overlay	\$37,024
Brady Ave.	1	W	Apartment Entrance (5066) to Ingalls St.	Local	ACG	280	23	716	7	Routine Crack Seal	\$1,431
Brady Ave.	2	W	Ingalls St. to Miller Rd.	Local	ACG	402	22	983	5	Ultra Thin Overlay	\$12,249
Bristol Rd.	3	BR	Jennie Ln. to Elms Rd.	Local	ACG	1142	24	3045	8	None	\$0
Chelmsford Dr.	1	W	Seymour Rd. to Helmsley Dr.	Local	MCG	932	26	2692	2	Reconstruct	\$201,933
Chelmsford Dr.	2	W	Helmsley Dr. to Daval Dr.	Local	MCG	310	26	896	2	Reconstruct	\$67,167
Chelmsford Dr.	3	W	Daval Dr. to Oxford Ct.	Local	MCG	367	26	1060	2	Reconstruct	\$79,517
Chelmsford Dr.	4	W	Oxford Ct. to Oakview Dr.	Local	MCG	322	26	930	3	Mill and Resurface	\$62,325
Chesterfield Dr.	1	W	Oakview Dr. to Eton Ct.	Local	G	910	22	2224	4	Routine Grading & Dust Control	\$149,038
Chesterfield Dr.	2	W	Eton Ct. to Seymour Rd.	Local	AD	980	22	2396	3	Mill and Resurface	\$160,502
Chesterfield Dr.	3	W	Seymour Rd. to Daval Dr.	Local	ACG	1237	25	3436	1	Reconstruct	\$257,708
Chesterfield Dr.	4	W	Daval Dr. to Winston Dr.	Local	ACG	930	24	2480	2	Reconstruct	\$186,000
Church St.	1	E	Morrish Rd. to Frederick St.	Local	ACG	508	23	1298	5	Ultra Thin Overlay	\$16,182
Civic Dr.	1	W	Dead End to Fortino Dr.	Local	ACG	143	37	588	4	Mill and Resurface	\$39,389
Daval Dr.	1	W	Chesterfield Dr. to Chelmsford Dr.	Local	MCG	284	26	820	2	Reconstruct	\$61,533
Daval Dr.	2	W	Chelmsford Dr. to Oakview Dr.	Local	MCG	920	26	2658	2	Reconstruct	\$199,333
Daval Dr.	3	W	Winshall Dr. to Don Shenk Dr.	Local	MCG	282	27	846	1	Reconstruct	\$63,450
Daval Dr.	4	W	Oakview Dr. to Worchester Dr.	Local	MCG	282	26	815	2	Reconstruct	\$61,100
Daval Dr.	5	W	Worchester Dr. to Don Shenk Dr.	Local	MCG	283	26	818	2	Reconstruct	\$61,317
Don Shenk	1	W	Durwood Dr. to Daval Dr.	Local	MCG	1719	26	4966	7	Routine Crack Seal	\$9,932
Don Shenk	2	W	Daval Dr. to Cappy Ln.	Local	MCG	1119	26	3233	7	Routine Crack Seal	\$6,465
Durwood Dr.	1	W	9111 Norbury Dr. to Witney Ct.	Local	MCG	274	26	792	2	Reconstruct	\$59,367
Durwood Dr.	2	W	Witney Ct. to Winshall Dr.	Local	MCG	310	26	896	2	Reconstruct	\$67,167
Durwood Dr.	3	W	Winshall Dr. to Don Shenk Dr.	Local	MCG	311	26	898	2	Reconstruct	\$67,383
Durwood Dr.	4	W	Don Shenk Dr. to Worchester Dr.	Local	MCG	311	26	898	3	Mill and Resurface	\$60,196
Durwood Dr.	5	W	Worchester Dr. to Oakview Dr.	Local	MCG	309	26	893	2	Reconstruct	\$66,950
Durwood Dr.	6	W	Oakview Dr. to Greenleaf Dr.	Local	MCG	1363	26	3938	2	Reconstruct	\$295,317
Durwood Dr.	7	W	Greenleaf Dr. to Seymour Rd.	Local	MCG	314	26	907	2	Reconstruct	\$68,033
Elms Rd.	1	E	S. City Limits to 4315 Elms Rd.	Local	AD	773	27	2319	6	Slurry Seal	\$11,595
Eton Ct.	1	W	Start of Court to Chesterfield Dr.	Local	AD	172	23	440	5	Ultra Thin Overlay	\$5,479
Eton Ct.	2	W	Diameter of Court	Local	AD	83	83	765	5	Ultra Thin Overlay	\$9,541
Ford St.	1	W	Ingalls St. to Miller Rd.	Local	ACG	433	23	1107	5	Ultra Thin Overlay	\$13,793
Frederick St.	1	E	Miller Rd. to Church St.	Local	ACG	348	23	889	4	Mill and Resurface	\$59,585
Frederick St.	2	E	Church St. to Mason St.	Local	ACG	346	23	884	4	Mill and Resurface	\$59,243
Greenleaf Dr.	1	W	Norbury Rd. to Oakview Dr.	Local	MCG	1571	26	4538	2	Reconstruct	\$340,383
Greenleaf Dr.	2	W	Oakview Dr. to Durwood Dr.	Local	MCG	1117	26	3227	2	Reconstruct	\$242,017
Grove St.	1	E	Morrish Rd. to Dead End	Local	ACG	1330	29	4286	3	Mill and Resurface	\$287,132
Hayes St.	1	W	Ingalls St. to Miller Rd.	Local	ACG	407	23	1040	5	Ultra Thin Overlay	\$12,965
Helmsley Dr.	1	W	Chelmsford Dr. to Oakview Dr.	Local	MCG	1167	26	3371	2	Reconstruct	\$252,850
Hickory St	1	E	Dead End to Parkridge Pkwy.	Local	ACG	362	24	965	8	None	\$0

Hill Rd.	1	W	9261 Hill Rd. to Seymour Rd.	Local	AD	1220	20	2711	7	Routine Crack Seal	\$5,422
Holland St.	1	W	Ingalls St. to Miller Rd.	Local	ACG	345	38	1457	5	Ultra Thin Overlay	\$18,157
Jennie Ln.	1	E	Bristol Rd. to Abbey Ln.	Local	ACG	368	23	940	1	Reconstruct	\$70,533
Jennie Ln.	2	E	Abbey Ln. to Yarmy Dr.	Local	ACG	440	23	1124	1	Reconstruct	\$84,333
Jennie Ln.	3	E	Yarmy Dr. to Yarmy Dr.	Local	ACG	344	23	879	2	Reconstruct	\$65,933
Jill Marie Ln.	1	W	West Court Diameter	Local	ACG	100	100	1111	8	None	\$0
Jill Marie Ln.	2	W	Court to Natalie Dr.	Local	ACG	545	22	1332	8	None	\$0
Jill Marie Ln.	3	W	Natalie Dr. to Beginning of East Court	Local	ACG	333	22	814	8	None	\$0
Jill Marie Ln.	4	W	East Court Diameter	Local	ACG	100	100	1111	8	None	\$0
Locust Ln.	1	E	Dead End to Parkridge Pkwy.	Local	ACG	320	24	853	8	None	\$0
Maple St.	1	W	Dead End to Morrish Rd.	Local	ACG	1000	24	2667	4	Mill and Resurface	\$178,667
Mason St.	1	E	Morrish Rd. to Frederick St.	Local	ACG	508	23	1298	3	Mill and Resurface	\$86,981
Mason St.	2	E	Frederick St. to Springbrook Dr.	Local	ACG	380	24	1013	10	None	\$0
McLain St.	1	W	Dead End to Ingalls St.	Local	ACG	764	23	1952	6	Slurry Seal	\$9,762
McLain St.	2	W	Ingalls St. to Miller Rd.	Local	ACG	595	29	1917	4	Mill and Resurface	\$128,454
Mountain Ash Ln.	1	E	Dead End to Parkridge Pkwy.	Local	ACG	361	24	963	8	None	\$0
Natalie Dr.	1	W	Jill Marie Ln. to No Parking Sign	Local	ACG	145	25	403	3	Mill and Resurface	\$26,986
Natalie Dr.	2	W	No Parking Sign to Miller Rd.	Local	ACG	285	26	823	3	Mill and Resurface	\$55,163
Norbury Rd.	1	W	Seymour Rd. to 9111 Norbury Dr.	Local	MCG	274	26	792	2	Reconstruct	\$59,367
Oakview Dr.	1	W	Chesterfield Dr. to Birchcrest Dr.	Local	G	744	22	1819	4	Routine Grading & Dust Control	\$121,851
Oakview Dr.	2	W	Birchcrest Dr. to Valleyview Dr.	Local	AD	259	23	662	6	Slurry Seal	\$3,309
Oakview Dr.	3	W	Valleyview Dr. to Seymour Rd.	Local	AD	314	23	802	6	Slurry Seal	\$4,012
Oxford Ct.	1	W	Court Area	Local	MCG	205	17	387	3	Mill and Resurface	\$25,944
Oxford Ct.	2	W	Beginning of Court to Chelmsford Dr.	Local	MCG	262	26	757	3	Mill and Resurface	\$50,712
Parkridge Pkwy.	1	E	Dead End to Elms Rd.	Local	ACG	2400	24	6400	7	Routine Crack Seal	\$12,800
Raubinger Rd.	1	E	Swartz Creek to Miller Rd.	Local	ACG	516	25	1433	4	Mill and Resurface	\$96,033
Red Oak Ln.	1	E	Dead End to Parkridge Pkwy.	Local	ACG	346	24	923	7	Routine Crack Seal	\$1,845
School St.	1	W	Dead End to Ingalls St.	Local	ACG	636	23	1625	3	Mill and Resurface	\$108,897
Silvermaple Ln.	1	E	Dead End to Parkridge Pkwy.	Local	ACG	260	24	693	8	None	\$0
Talmadge Ct.	1	E	Dead End to Miller Rd.	Local	AD	405	13	585	5	Ultra Thin Overlay	\$7,292
Valleyview Dr.	1	W	Dead End to Oakview Dr.	Local	AD	710	21	1657	5	Ultra Thin Overlay	\$20,650
Wade St.	1	E	Morrish Rd. to 1st St.	Local	ACG	465	23	1188	5	Ultra Thin Overlay	\$14,812
Wade St.	2	E	1st St. to 2nd St.	Local	ACG	324	22	792	5	Ultra Thin Overlay	\$9,872
Wade St.	3	E	2nd St. to 3rd St.	Local	ACG	322	23	823	4	Mill and Resurface	\$55,134
Winshall Dr.	1	W	Durwood Dr. to Daval Dr.	Local	MCG	1970	26	5691	7	Routine Crack Seal	\$11,382
Winshall Dr.	2	W	Daval Dr. to Cappy Ln.	Local	MCG	1560	26	4507	7	Routine Crack Seal	\$9,013
Witney Ct.	1	W	Durwood Dr. to Court	Local	MCG	202	26	584	6	Slurry Seal	\$2,918
Witney Ct.	2	W	Area of Court	Local	MCG	230	26	664	6	Slurry Seal	\$3,322
Worcester Dr.	1	W	Durwood Dr. to Daval Dr.	Local	MCG	1458	26	4212	2	Reconstruct	\$315,900
Worcester Dr.	2	W	Daval Dr. to Cappy Ln.	Local	MCG	904	26	2612	2	Reconstruct	\$195,867
Yarmy Dr.	1	E	Jennie Ln. to Abbey Ln.	Local	ACG	781	23	1996	3	Mill and Resurface	\$133,725
Yarmy Dr.	2	E	Abbey Ln. to Jennie Ln.	Local	ACG	213	23	544	3	Mill and Resurface	\$36,470
Yarmy Dr.	3	E	Jennie Ln. to Elms Rd.	Local	ACG	217	23	555	3	Mill and Resurface	\$37,155
Young Dr.	1	W	Cardigan Dr. to Oakview Dr.	Local	G	375	15	625	3	Ditch Improvements & Minor Gravel Work	\$41,875
Young Dr.	2	W	Oakview Dr. to Birchcrest Dr.	Local	G	968	15	1613	1	Reconstruct Road & Ditches	\$121,000
Young Dr.	3	W	9246 Young Dr. to Seymour Rd.	Local	AD	665	24	1773	5	Ultra Thin Overlay	\$22,104

TOTAL (Local)

\$6,442,784

* Cost includes all construction and engineering costs.

** Treatments called out as none reflect newly constructed or resurfaced roads that will not need scheduled maintenance at this time.

Swartz Creek Major Roads (Non-Federal Aid Eligible)

Street	Seg.	Dst.	Description	Category	X-Sect.	Length	Width	Area	PASER	Treatment **	Cost *
Crapo St.	1	W	Dead End to the Maple Rd. Split	Local	ACG	260	28	809	6	Slurry Seal	\$4,044
Ingalls St.	4	W	School St. to Brady Ave.	Local	ACG	444	29	1431	6	Slurry Seal	\$7,153
Ingalls St.	5	W	Brady Ave. to Ford St.	Local	ACG	307	29	989	6	Slurry Seal	\$4,946
Ingalls St.	6	W	Ford St. to Hayes St.	Local	ACG	388	29	1250	6	Slurry Seal	\$6,251
Ingalls St.	7	W	Hayes St. to Miller Rd.	Local	ACG	441	29	1421	6	Slurry Seal	\$7,105
Oakview Dr.	4	W	Seymour Rd. to Greenleaf Dr.	Local	MCG	315	26	910	2	Reconstruct	\$68,250
Oakview Dr.	5	W	Greenleaf Dr. to Durwood Dr.	Local	MCG	310	26	896	2	Reconstruct	\$67,167
Oakview Dr.	6	W	Durwood Dr. to Helmsley Dr.	Local	MCG	918	26	2652	7	Routine Crack Seal	\$5,304
Oakview Dr.	7	W	Helmsley Dr. to Daval Dr.	Local	MCG	310	27	930	7	Routine Crack Seal	\$1,860
Oakview Dr.	8	W	Daval Dr. to Chelmsford Dr.	Local	MCG	945	26	2730	7	Routine Crack Seal	\$5,460
Oakview Dr.	9	W	Chelmsford Dr. to Worchester Dr.	Local	MCG	286	26	826	7	Routine Crack Seal	\$1,652

TOTAL (Major Non-Federal Aid Eligible) \$179,193

Swartz Creek Major Roads (Federal Aid Eligible)

Street	Seg.	Dst.	Description	Category	X-Sect.	Length	Width	Area	PASER	Treatment **	Cost *
Bristol Rd.	4	BR	Elms Rd. to Westmost Shop Entrance	Major	AD	3945	22	9643	8	None	\$0
Bristol Rd.	5	BR	W. Shop Entrance to Restaurant Entrance	Major	MD	249	22	609	8	None	\$0
Bristol Rd.	6	BR	E.B. Restauant Entrance to Miller Rd.	Major	ACG	273	23	698	8	None	\$0
Bristol Rd.	7	BR	Miller Rd. to 2nd Shop Ent. (U-turn Lane)	Major	ACG	107	19	226	1	Reconstruct	\$16,942
Bristol Rd.	8	BR	2nd Shop Ent. to E.-Most U-Turn Lane	Major	ACG	261	48	1392	1	Reconstruct	\$104,400
Bristol Rd.	9	BR	Eastmost Michigan U-Turn Lane	Major	ACG	88	21	205	1	Reconstruct	\$15,400
Bristol Rd.	10	BR	(One Way) W.B. from Miller Rd. to U-Turn	Major	ACG	235	22	574	1	Reconstruct	\$43,083
Cappy Ln.	1	W	Worchester Dr. to Don Shenk Dr.	Local	MCG	300	26	897	4	Mill and Resurface	\$58,067
Cappy Ln.	2	W	Don Shenk Dr. to Winshall Dr.	Local	MCG	642	26	1855	4	Mill and Resurface	\$124,263
Cappy Ln.	3	W	Winshall Dr. to Fairchild Dr.	Local	MCG	940	26	2716	4	Mill and Resurface	\$181,942
Elms Rd.	2	E	4315 Elms Rd. to S. Park Ridge Dr.	Major	ACG	1492	60	9947	6	Slurry Seal	\$49,733
Elms Rd.	3	E	S. Park Ridge Entrance to Yarmay Dr.	Major	AD	578	24	1541	9	None	\$0
Elms Rd.	4	E	Yarmay Dr. to N. Bristol Rd.	Major	AD	1162	24	3099	9	None	\$0
Elms Rd.	5	E	N. Bristol Rd. to N. City Limits	Major	AD	1270	24	3387	9	None	\$0
Fairchild St.	1	W	Cappy Ln. to Ingalls St.	Major	ACG	885	41	4032	7	Routine Crack Seal	\$8,063
Fairchild St.	2	W	Ingalls St. to Miller Rd.	Major	ACG	592	41	2697	7	Routine Crack Seal	\$5,394
Ingalls St.	1	W	High School Entrance to Fairchild St.	Major	ACG	156	32	555	7	Routine Crack Seal	\$1,109
Ingalls St.	2	W	Fairchild St. to McLain St.	Major	ACG	361	31	1243	7	Routine Crack Seal	\$2,487
Ingalls St.	3	W	McLain St. to School St.	Major	ACG	494	31	1702	6	Slurry Seal	\$8,508
Miller Rd.	1	MI	W. City Limits to S. Side of Natalie Dr.	Major	AD	711	27	2133	7	Routine Crack Seal	\$4,266
Miller Rd.	2	MI	Natalie Dr. to S. Seymour Rd.	Major	ACG	579	44	2831	7	Routine Crack Seal	\$5,661
Miller Rd.	3	MI	S. Seymour Rd. to N. Seymour Rd.	Major	ACG	1632	45	8160	7	Routine Crack Seal	\$16,320
Miller Rd.	4	MI	N. Seymour Rd. to Winston Dr.	Major	ACG	638	45	3190	7	Routine Crack Seal	\$6,380
Miller Rd.	5	MI	Winston Dr. to Fairchild St.	Major	ACG	1902	46	9721	7	Routine Crack Seal	\$19,443
Miller Rd.	6	MI	Fairchild St. to McLain St.	Major	ACG	363	45	1815	7	Routine Crack Seal	\$3,630
Miller Rd.	7	MI	McLain St. to School St.	Major	ACG	513	45	2565	7	Routine Crack Seal	\$5,130
Miller Rd.	8	MI	School St. to Brady Ave.	Major	ACG	450	45	2250	7	Routine Crack Seal	\$4,500
Miller Rd.	9	MI	Brady Ave. to Ford St.	Major	ACG	307	45	1535	7	Routine Crack Seal	\$3,070
Miller Rd.	10	MI	Ford St. to Hayes St.	Major	ACG	361	45	1805	7	Routine Crack Seal	\$3,610
Miller Rd.	11	MI	Hayes St. to Holland St.	Major	ACG	408	45	2040	7	Routine Crack Seal	\$4,080

Street	Seg	Dst.	Description	Category	X-Sect.	Length	Width	Area	PASER	Treatment **	Cost *
Miller Rd.	12	MI	Holland St. to Morrish Rd.	Major	ACG	316	45	1580	7	Routine Crack Seal	\$3,160
Miller Rd.	13	MI	Morrish Rd. to 1st St.	Major	ACG	178	45	890	6	Slurry Seal	\$4,450
Miller Rd.	14	MI	1st St. to 2nd St.	Major	ACG	322	45	1610	6	Slurry Seal	\$8,050
Miller Rd.	15	MI	2nd St. to 3rd St.	Major	ACG	224	45	1120	6	Slurry Seal	\$5,600
Miller Rd.	16	MI	3rd St. to Raubinger Rd.	Major	ACG	683	45	3415	6	Slurry Seal	\$17,075
Miller Rd.	17	MI	Raubinger Rd. to Elms Rd.	Major	ACG	3563	45	17815	6	Slurry Seal	\$89,075
Miller Rd.	18	MI	Dye Rd. to Bristol Rd.	Major	ACG	3624	65	26173	2	Reconstruct	\$1,963,000
Miller Rd.	19	MI	Bristol Rd. to Concrete at Tallamadge Ct.	Major	AD	2751	68	20785	5	Ultra Thin Overlay	\$259,081
Miller Rd.	20	MI	Tallamadge Ct. to Elms Rd.	Major	CD	2331	75	19425	3	Full Depth Patch & Slab Replacement	\$1,301,475
Morrish Rd.	1	MO	S. City Limits to Maple St.	Major	AD	1135	24	3027	7	Routine Crack Seal	\$6,053
Morrish Rd.	2	MO	Maple St. to Grove St.	Major	ACG	342	35	1330	7	Routine Crack Seal	\$2,660
Morrish Rd.	3	MO	Grove St. to Wade St.	Major	ACG	903	44	4415	8	None	\$0
Morrish Rd.	4	MO	Wade St. to Miller Rd.	Major	ACG	667	44	3261	6	Slurry Seal	\$16,304
Morrish Rd.	5	MO	Miller Rd. to Church St.	Major	ACG	373	51	2114	7	Routine Crack Seal	\$4,227
Morrish Rd.	6	MO	Sportscreek Track to Mason St.	Major	ACG	310	51	1757	7	Routine Crack Seal	\$3,513
Morrish Rd.	7	MO	Bristol Rd. to Sportscreek Track	Major	AD	4567	27	13701	4	Mill and Resurface	\$917,967
Paul Fortino Dr.	1	W	Miller Rd. to Morrish Rd.	Local	ACG	1395	30	4650	4	Mill and Resurface	\$311,550
School St.	2	W	Ingalls St. to Miller Rd.	Major	ACG	638	31	2198	7	Routine Crack Seal	\$4,395
Seymour Rd.	1	SE	Grand Trunk Railway to Norbury Rd.	Major	AD	1015	22	2481	6	Slurry Seal	\$12,406
Seymour Rd.	2	SE	Norbury Rd. to Hill Rd.	Major	ACG	255	33	935	6	Slurry Seal	\$4,675
Seymour Rd.	3	SE	Hill Rd. to Oakview Dr.	Major	ACG	1205	34	4552	9	None	\$0
Seymour Rd.	4	SE	Oakview Dr. to Durwood Dr.	Major	ACG	1122	34	4239	9	None	\$0
Seymour Rd.	5	SE	Durwood Dr. to Young Dr.	Major	ACG	136	34	514	9	None	\$0
Seymour Rd.	6	SE	Young Dr. to Chelmsford Dr.	Major	ACG	147	34	555	9	None	\$0
Seymour Rd.	7	SE	Chelmsford Dr. to Chesterfield Dr.	Major	ACG	318	34	1201	9	None	\$0
Seymour Rd.	8	SE	Chesterfield Dr. to Miller Rd.	Major	ACG	870	34	3287	9	None	\$0
Seymour Rd.	9	SE	Miller Rd. to N. of I-69	Major	AD	3543	26	10235	7	Routine Crack Seal	\$20,471
Winston	1	W	Worcester Dr. to Miller Rd.	Major	MCG	815	26	2354	2	Reconstruct	\$176,583
Winston	2	W	Widening for Miller Rd.	Major	MCG	180	37	740	2	Reconstruct	\$55,500
Worcester Dr.	3	W	Cappy Ln. to Winston	Local	MCG	513	26	1482	2	Reconstruct	\$111,150

TOTAL (Major Federal Aid Eligible) \$5,993,902
TOTAL FEDERAL FUNDS \$2,996,951
TOTAL CITY COST (Major & Local) \$9,439,735

* Cost includes all construction and engineering costs.

** Treatments called out as none reflect newly constructed or resurfaced roads that will not need scheduled maintenance at this time.

Paul Bueche

From: Adam Zettel
Sent: Monday, April 05, 2010 5:39 PM
To: Paul Bueche
Subject: FW: Letter of resignation from DDA

Hi Paul,

Please see the letter of resignation (below) that I received from Mr. Mattson. As you know, he is very involved in the attempt to construct an art guild and gallery in the City using DDA funds. He is also a potential candidate to assist in the management of the Farmers' Market as a paid employee. For these reasons, it is probably best for the City Council to respectfully accept his resignation, effective immediately.

Take care,

Adam Zettel, AICP

City of Swartz Creek
Assistant City Manager & Zoning Administrator
8083 Civic Drive
Swartz Creek, MI 48473
ph: (810)-635-4464
fax: (810)-635-2887

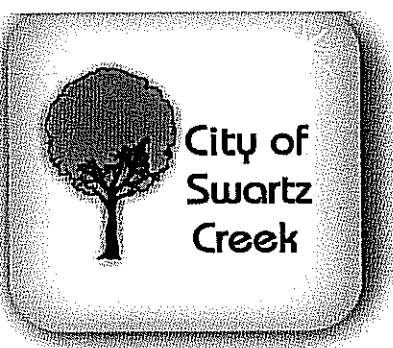
The information contained in this message and any attachments are intended for the personal and confidential use of the designated recipients. This message and any attachments may be a work product that is privileged and confidential. If you are not the intended recipient or have received this message in error, do not review, disseminate, distribute or copy this message or any attachments. If you have received this communication in error, please notify us immediately by telephone.

From: rpmattsonenterp@aol.com [mailto:rpmattsonenterp@aol.com]
Sent: Monday, April 05, 2010 4:46 PM
To: Adam Zettel
Subject: Letter of resignation from DDA

Adam,

After much deliberation regarding my involvement in the potential Gallery project I feel that this appears as a conflict of interest. I will not jeopardize the honor of the DDA committee by such a conflict. My time on the DDA committee has been very fulfilling. Sadly, I am submitting my resignation from the DDA .

Respectfully, Richard Mattson



Paul Bueche

City Manager

pbueche@cityofswartzcreek.org

06-April-2010

Mr. HOMER LAFRINERE
Field Representative
Police Officers Labor Council
P.O. Box 38
Holt, MI 48842

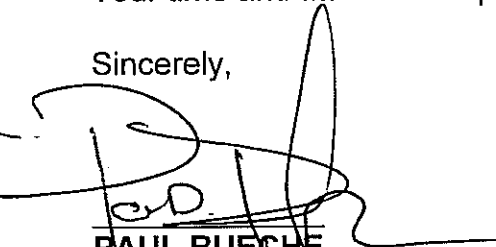
**Re: 2009-2012 City of Swartz Creek Labor Agreement, Police Officers Labor Council
July 1, 2010 Scheduled Wage Opener**

Dear **HOMER**,


Consummated with our discussions on April 6, 2010, we concur that the contract shall remain in effect as written with no wage increase for July 1, 2010. I will continue to meet with you on six month increments (circa December and July) for the purpose of reviewing finances for positive change. I will obtain Council endorsement at the City's regularly scheduled meeting of April 12, 2010. I will look for the union endorsement by this date.

Your time and attention is appreciated.

Sincerely,


PAUL BUECHE
City Manager
(810)-635-4464

Initialed:

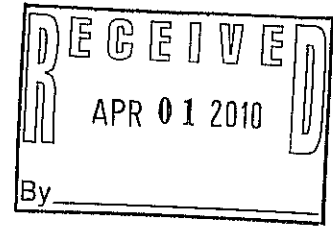

Gregory RaCosta


Homer Lafrinere

Copy: File, Greg RaCosta, Nick Paul



POLICE OFFICERS LABOR COUNCIL



Mr. Paul Bueche, City Manager

8083 Civic Dr.

Swartz Creek, Mi. 48473

3-30-10

Dear Paul;

This letter is to serve notice the Police Officers Labor Council is prepared to open negotiations with the City in regards to the police Labor Agreement.

Please contact me with potential dates and times.

Thank You,

Homer Lafrinere

POLC Staff Rep

517 282-6906



GENERAL, HIGHWAY AND UNDERGROUND CONTRACTORS

FACSIMILE TRANSMITTAL COVERSHEET

Date: APRIL 1, 2010Company: ROWE PROFESSIONAL SERVICESAttention: KOU FLEURYReference: CITY OF SWARTZ CREEK - MORRIS RD GUARDRAILNumber of Pages (including this coversheet): ONESubject: UNIT PRICE QUOTATION FOR GUARDRAIL INSTALLATION FROM STA. 32+60, 25' LT TO STA. 33+58, 26' LT -

2 EACH - GUARDRAIL APPR. TERMINAL TYPE 2 B	#3450.00	7,900.00
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28 LFT - GUARDRAIL TYPE B	55.00/LFT	1,540.00
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4 EACH - GUARDRAIL REFLECTOR	10.00/EA	40.00
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LUMP SUM - TRAFFIC CONTROL	400.00	400.00
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UNIT PRICES INCLUDE ALL NECESSARY HAND DIGGING OF POST HOLES TO CLEAR EXISTING UTILITIES

#8800.00

IF YOU HAVE ANY QUESTIONS OR REQUIRE ADDITIONAL DETAILING PLEASE CONTACT ME

THANK YOU FOR REQUEST FOR QUOTE

From: DAN ZITO

If you did not receive all of the pages indicated above, please call our office.

THIS FAX IS INTENDED FOR THE RECIPIENT ABOVE AND MAY CONTAIN CONFIDENTIAL INFORMATION.
IF YOU ARE NOT THE INTENDED RECIPIENT, PLEASE CALL THIS OFFICE AT 810-695-9025

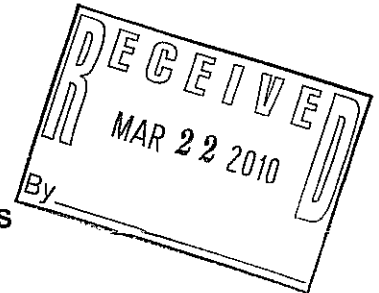
8033 FENTON ROAD • GRAND BLANC, MICHIGAN 48439-8998 • PHONE (810) 695-9025 • FAX (810) 695-4996
AN EQUAL OPPORTUNITY EMPLOYER

Verizon Business
700 Hidden Ridge Pkwy
W01N02
Irving, TX 75038



1772526 00047
PAUL BUECHE
CITY OF SWARTZ CREEK
8083 CIVIC DR
SWARTZ CREEK, MI 48473-1498

March 19, 2010



RE: ACCOUNT TRANSITION OF ILEC SERVICES TO FRONTIER COMMUNICATIONS

Dear Valued Customer:

On May 13, 2009, Verizon Communications announced plans to sell its local wireline operations in 14 states to Frontier Communications. Frontier will acquire Verizon's wireline operations in Arizona, Idaho, Illinois, Indiana, Michigan, Nevada, North Carolina, Ohio, Oregon, South Carolina, Washington, West Virginia, Wisconsin, and portions of California.

The closing of the sale remains subject to customary conditions, including receipt of regulatory approvals. We currently expect the closing to occur sometime in the summer of 2010. Verizon will remain the provider of all affected services in the listed states until the closing.

In preparation for the closing, we will realign some of our internal organizations and processes, including account teams, into a new "Verizon North Central" organization.

To that end, we have assigned a new account team to support your local wireline services in the listed states.

On March 29, your primary sales and service contacts for your local wireline services in the listed states (except West Virginia*) will change. Your new Verizon North Central Account Manager for your local wireline services in these states will be CHRISTOPHER LOVELACE at 1-317.896.4077. Similarly, for billing, ordering and repair issues with respect to local wireline services in these states, you will contact the Verizon North Central Customer Support Team at 1-877.462.4008.

Please distribute this information to all contacts within your company that have responsibilities for current or future local wireline services in these states.

To ensure a smooth transition, your current account team will work closely with your new Verizon North Central account team between March 29 and the closing of the transaction. Upon the closing (which is expected in the summer of 2010), the Verizon North Central organization will transfer to Frontier and will continue to be your contacts for support of the local wireline business that Verizon is selling to Frontier in these states.

For any Verizon Business-provided services you maintain in the 14 states listed above *other than* local wireline *and* for any Verizon Business services outside those states, there will be no change to the sales and service contacts you have today.

Sincerely,

Christopher P. DeFilippis
Sales Director
Verizon - North Central

* Verizon support for local wireline services in West Virginia will remain the same until the closing. A notice for support changes in West Virginia will be communicated prior to the closing date.



Paul Bueche

From: Simen, Figura & Parker, PLC [SimenFiguraParkerPLC@cbmail1.com]
Sent: Wednesday, March 24, 2010 2:31 PM
To: Paul Bueche
Subject: Simen, Figura & Parker, PLC Newsletter

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SIMEN, FIGURA & PARKER, P.L.C.

BUSINESS REAL ESTATE LOCAL GOVERNMENT BANKRUPTCY ESTATE PLANNING
 LITIGATION TAXATION ALTERNATIVE DISPUTE RESOLUTION

There will be significant changes to Michigan's drunk driving laws starting October 31, 2010. Those changes create a class of offenders – commonly called “super drunks” – whose blood alcohol content is .17 or more, which is more than twice the legal limit.

Those offenders will see their driving privileges suspended for one year. The first 45 days is a “hard” suspension, meaning no driving is allowed. For the remaining 320 days, the offender may receive a restricted license, but only if he or she pays to install an ignition interlock device on his or her vehicle during the suspension period. If the offender tries operating an interlock-equipped vehicle with a blood alcohol content of .025 or more, or outside the restrictions, the Secretary of State will double his or her license sanctions.

Under present law, a first-time offender faces a maximum of 93 days in jail for drunk driving, but a “super drunk” will face up to 180 days in jail. The fine also increases from \$500 to no more than \$700.

A “super drunk,” or a repeat offender, will also have to undergo a one-year alcohol rehabilitation requirement. Existing law does not require that an offender undergo any alcohol treatment program although most courts order it during sentencing. Under the new law, alcohol treatment becomes mandatory for one year.

These and other changes to the law will make drunk driving offenses even more expensive and punitive than they are presently. Hopefully these changes provide incentive for people not to drink and drive. Whether you find yourself facing charges under the new law or you are an enforcement agency seeking guidance in its implementation, we can help you navigate through these new sanctions and requirements.

If you have questions or would like assistance in further understanding this new legislation, please contact Michael Gildner at 810-235-9000.

SANDER H. SIMEN RICHARD J. FIGURA PATRIC A. PARKER
 STEPHEN W. WALTON MICHAEL J. GILDNER PETER T. MOONEY
 COLIN M. LINSSENMAN WILLIAM E. DELZER
 FLINT TRAVERSE CITY



STATE OF MICHIGAN
TERRI LYNN LAND, SECRETARY OF STATE
DEPARTMENT OF STATE
LANSING

-- 2010 ELECTION DATES --
AUGUST 3 PRIMARY
NOVEMBER 2 GENERAL ELECTION

All listed dates are in 2010 unless otherwise specified. Refer to Michigan compiled law for cited provisions www.michiganlegislature.org. Dates are subject to change through legislative action. If any errors are found, it is the law, itself, which must be followed.

- By Jan. 5** City and township election commissions finalize precinct boundaries for 2010 election cycle. (168.661)
- By Feb. 1** Annual Campaign Statements filed. Books close Dec. 31, 2009.
- By Feb. 4** Last date precinct boundary alterations made for 2010 election cycle can go into effect. (168.661)
- By March 1** Republican and Democratic state party chairpersons notify county and district committee chairs of county convention delegate (precinct delegate) allocation requirements. (168.623a)
- By 5:00 p.m.,
March 22** Incumbent Appeals Court, Circuit Court, District Court and Probate Court judges file Affidavit of Candidacy and Affidavit of Identity for the August primary. Withdrawal deadline elapses at 5:00 p.m. on March 25. (168.409b, 413a, 414, 433a, 434, 467c, 467d)
- By April 1** County political party chairpersons certify number of delegates per precinct to county election commissions. (168.623a)
- By April 5** Qualified political parties certify to Secretary of State any change in vignette for the August primary. (168.684)
- April 20** Vacancies occurring in judicial offices on or before this date must be elected this year. (168.409l, 424, 444, 467m)
- By 4:00 p.m.,
April 27** Candidates seeking Appeals Court, Circuit Court, District Court or Probate Court judgeships file nominating petitions, Affidavit of Identity and Affidavit of Constitutional Qualification for the August primary. Withdrawal deadline elapses at 4:00 p.m. on April 30. (168.409b, 409c, 413, 414, 433, 434, 467b, 467d)
- April 30** Last date a recall petition can be filed in order for recall question to appear on August primary ballot. (168.963)

- May 3** Vacancies occurring in county or township offices on or before this date must be elected this year. (168.209, 239, 269, 370a)
- By May 4** Challenges against nominating petitions filed by candidates seeking Appeals Court, Circuit Court, District Court and Probate Court positions submitted. (168.552)
- By 4:00 p.m., May 11** Candidates for county convention delegate (precinct delegate) file an Affidavit of Identity for the August primary. Filing submitted to the clerk of the county, city or township in which candidate resides. Withdrawal deadline elapses at 4:00 p.m. on May 14. (168.624, 624a)
- By 4:00 p.m., May 11** Partisan and nonpartisan candidates (other than judicial candidates) file nominating petitions (or fees if applicable) and Affidavit of Identity for the August primary. Withdrawal deadline elapses at 4:00 p.m. on May 14.
- By May 11** Petitions to place county and local questions on the August primary ballot filed with county and local clerks. (If governing law sets an earlier petition filing deadline, earlier deadline must be observed.) (168.646a)
- By May 17** City and township clerks forward copies of Affidavit of Identity forms filed by candidates for county convention delegate (precinct delegate) to county clerk. (168.624)
- By May 17** City and township clerks forward names and addresses of partisan and nonpartisan candidates to county clerk. (168.321, 349)
- By May 18** Challenges against nominating petitions filed by partisan and nonpartisan candidates (other than judicial candidates) submitted. (168.552)
- By May 25** Ballot wording of county and local proposals to be presented at the August primary certified to county and local clerks; local clerks receiving ballot wording forward to county clerk within two days. (168.646a)
- By 5:00 p.m., May 26** Petitions to place a proposal on the November general election ballot to initiate legislation filed with the Secretary of State (304,101 valid signatures required). (168.471)
- By May 31** Boards of county canvassers complete examination of all ballot containers used in county. (24j)
- By June 1** Board of State Canvassers complete canvass of nominating petitions filed by candidates for the August primary; Secretary of State certifies candidates eligible to appear on August primary ballot to county election commissions by June 4. (168.552)
- June 4** Final date cities and townships can establish, move or abolish a polling place for the August primary. (168.662)
- By June 4** Republican and Democratic Parties call fall state conventions. (168.591)

- By June 4** Constitutional amendments and legislative referendums which the legislature wishes to place on the August primary ballot presented to Secretary of State. (Art. 12, Sec. 1)
- By June 19** County clerks deliver absent voter ballots for the August primary to local clerks. (168.714)
- By June 19** County committees of Republican and Democratic Parties call county conventions. (168.592)
- June 24 through July 13** Precinct inspectors for August primary appointed by city and township election commissions. (168.674)
- By June 29** Notice of close of registration for August primary published. (168.498)
- By July 2** Qualified political parties certify to Secretary of State any change in vignette for November general election. (168.684)
- By 5:00 p.m., July 5** Incumbent Supreme Court Justices file Affidavit of Candidacy for the November general election. (168.392a)
- By 5:00 p.m., July 5** Petitions to place a proposal on the November general election ballot to amend the State Constitution filed with the Secretary of State (380,126 valid signatures required). (168.471)
- July 6** Last day to register for August primary. (168.498)
- By 4:00 p.m., July 15** District Library Board candidates who wish to seek office at the November general election file an Affidavit of Identity and a nominating petition. (A \$100.00 nonrefundable fee may be filed in lieu of a petition.) (Special note: If district library includes a school district, District Library Board candidates file by 4:00 p.m. on Aug. 10.) (397.181)
- By 4:00 p.m., July 15** Candidates without political party affiliation file qualifying petitions and Affidavit of Identity for the November general election. Withdrawal deadline elapses at 4:00 p.m. on July 19. (168.590c)
- By 4:00 p.m., July 15** New political parties file petitions to qualify for November general election ballot (38,013 valid signatures required). (168.685)
- By July 19** City and township clerks forward names and addresses of candidates without political party affiliation to county clerk. (168.321, 349)
- By July 22** Qualifying petition signature challenges filed with filing official. (168.552)
- By July 23** Pre-Primary Campaign Statements due. Books close July 18.
- By 4:00 p.m., July 23** Write-in candidates other than write-in candidates who seek precinct delegate positions file Declaration of Intent forms for the August primary. (168.737a)

- By July 24** County clerks deliver remainder of ballots and election supplies for August primary to local clerks. (168.714)
- By July 27** Notice of August primary published. (168.653a)
- By July 29** Public accuracy test must be conducted. (R 168.778) Notice of test must be published at least 48 hours before test. (168.798)
- July 30** Last date a recall petition can be filed in order for recall question to appear on November general election ballot. (168.963)
- By 4:00 p.m.,
July 30** Write-in candidates who seek precinct delegate positions file Declaration of Intent forms for the August primary. (As an alternative, candidates for precinct delegate may file form with appropriate precinct board on election day before the close of the polls.) (168.737a)
- By 2:00 p.m.,
July 31** Electors who wish to receive an absent voter ballot for the August primary by mail submit absent voter ballot applications. (168.759)
- Up to 4:00 p.m.,
Aug. 2** Electors qualified to obtain an absent voter ballot for August primary may vote in person in clerk's office. (168.761)
- By Aug. 3** Minor parties hold county caucuses; notify county clerk of nominated candidates within one business day after caucus. (168.686a)
- By Aug. 3** Minor parties hold state conventions; notify Secretary of State of nominated candidates within one business day after convention. Pre-Convention Campaign Statements due 11 days before convention (books close 16 days before convention); Post-Convention Campaign Statements due 30 days after convention (books close 20 days after convention). (168.686a)
- Up to 4:00 p.m.,
Aug. 3** Emergency absentee voting for August primary. (168.759b)
- Aug. 3** **AUGUST PRIMARY**
- 1:00 p.m.,
Aug. 4** Boards of county canvassers meet to canvass August primary. (168.821)
- By 4:00 p.m.,
Aug. 10** Local School Board candidates, Community College Trustee candidates and District Library Board candidates who wish to seek office at the November general election file an Affidavit of Identity and a nominating petition. (A \$100.00 nonrefundable fee may be filed in lieu of a petition.) Withdrawal deadline elapses at 4:00 p.m. on Aug. 13. (Special notes: If district library does not include a school district, District Library Board candidates file by 4:00 p.m. on July 15. Candidates seeking a Wayne County Community College Trustee position file by 4:00 p.m. on May 11.) (168.303; 397.181; 389.83, 152)

- By 4:00 p.m.,
Aug. 10** Village candidates who wish to seek office at the November general election file an Affidavit of Identity and a nonpartisan nominating petition. Withdrawal deadline elapses at 4:00 p.m. on Aug. 13. (168.381)
- By Aug. 10** County clerks notify precinct delegates elected at August primary; certify delegate names and addresses to chairpersons of county committees. (168.608)
- By Aug. 10** Petitions to place county and local questions on the November general election ballot filed with county and local clerks. (If governing law sets an earlier petition filing deadline, earlier deadline must be observed.) (168.646a)
- Aug. 11 through
Aug. 28** Republican and Democratic Parties hold fall county conventions. (168.592)
- By Aug. 17** Boards of county canvassers complete canvass of August primary; county clerks forward results to Secretary of State within 24 hours. (168.581, 822, 828)
- By Aug. 23** Board of State Canvassers meet to canvass August primary. (168.581)
- By Aug. 24** Ballot wording of county and local proposals to be presented at the November general election certified to county and local clerks; local clerks receiving ballot wording forward to county clerk within two days. (168.646a)
- By Sept. 2** Post-Primary Campaign Statements due. Books close Aug. 23.
- By Sept. 3** Republican and Democratic Parties hold fall state conventions. Pre-Convention Campaign Statements due 11 days before convention (books close 16 days before convention); Post-Convention Campaign Statements due 30 days after convention (books close 20 days after convention). (168.591)
- Sept. 3** Final date cities and townships can establish, move or abolish a polling place for the November general election. (168.662)
- By Sept. 3** Constitutional amendments and legislative referendums which the legislature wishes to place on the November general election ballot presented to Secretary of State. (Art. 12, Sec. 1)
- By Sept. 18** County clerks deliver absent voter ballots for November general election to local clerks. (168.714)
- Sept. 23 through
Oct. 12** Precinct inspectors for November general election appointed by city and township election commissions. (168.674)
- By Sept. 27** Notice of close of registration for November general election published. (168.498)

Oct. 4	Last date to register for November general election. (168.498)
By Oct. 22	Pre-General Campaign Statements filed. Books close Oct. 17.
By 4:00 p.m., Oct. 22	Write-in candidates file Declaration of Intent forms for the November general election. (168.737a)
By Oct. 23	County clerks deliver remainder of ballots and election supplies for November general election to local clerks. (168.714)
By Oct. 26	Notice of November general election published. (168.653a)
By Oct. 28	Public accuracy test must be conducted. (R 168.778) Notice of test must be published at least 48 hours before test. (168.798)
By 2:00 p.m., Oct. 30	Electors who wish to receive an absent voter ballot for the November general election by mail submit absent voter ballot applications. (168.759)
Up to 4:00 p.m., Nov. 1	Electors qualified to obtain an absent voter ballot for November general election may vote in person in clerk's office. (168.761)
Up to 4:00 p.m., Nov. 2	Emergency absentee voting for November general election. (168.759b)
Nov. 2	NOVEMBER GENERAL ELECTION
1:00 p.m., Nov. 3	Boards of county canvassers meet to canvass November general election. (168.821)
By Nov. 16	Boards of county canvassers complete canvass of November general election; county clerks forward results to Secretary of State within 24 hours. (168.822, 828)
By Nov. 22	Board of State Canvassers meet to canvass November general election. (168.842)
By Nov. 22	Political parties in counties of less than 1.5 million hold county conventions; within 30 days after conventions, officers of county committees are selected. (168.599)
By Dec. 2	Post-General Campaign Statements filed. Books close Nov. 22.
Jan. 2, 2011 through Feb. 15, 2011	Executive committees appoint county committees in counties under 1.5 million. (168.599)
By Jan. 31, 2011	Annual Campaign Statements filed. Books close Dec. 31, 2010.

Originally published 04:00 a.m., March 26, 2010, updated 10:15 a.m., March 26, 2010

CBO report: Debt will rise to 90% of GDP

[David M. Dickson](#)

President Obama's fiscal 2011 budget will generate nearly \$10 trillion in cumulative budget deficits over the next 10 years, \$1.2 trillion more than the administration projected, and raise the federal debt to 90 percent of the nation's economic output by 2020, the Congressional Budget Office reported Thursday.

In its 2011 budget, which the White House Office of Management and Budget (OMB) released Feb. 1, the administration projected a 10-year deficit total of \$8.53 trillion. After looking it over, CBO said in its final analysis, released Thursday, that the president's budget would generate a combined \$9.75 trillion in deficits over the next decade.

"An additional \$1.2 trillion in debt dumped on [GDP] to our children makes a huge difference," said Brian Riedl, a budget analyst at the conservative Heritage Foundation. "That represents an additional debt of \$10,000 per household above and beyond the federal debt they are already carrying."

The federal public debt, which was \$6.3 trillion (\$56,000 per household) when Mr. Obama entered office amid an economic crisis, totals \$8.2 trillion (\$72,000 per household) today, and it's headed toward \$20.3 trillion (more than \$170,000 per household) in 2020, according to CBO's deficit estimates.

That figure would equal 90 percent of the estimated gross domestic product in 2020, up from 40 percent at the end of fiscal 2008. By comparison, America's debt-to-GDP ratio peaked at 109 percent at the end of World War II, while the ratio for economically troubled Greece hit 115 percent last year.

OTHER TWT STORIES:

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- Movement leaders say bad behavior not their cup of tea
- Ghana discovery sparks fight over oil
- PRUDEN: Can Israel survive friends like these?

"That level of debt is extremely problematic, particularly given the upward debt path beyond the 10-year budget window," said Maya MacGuineas, president of the bipartisan Committee for a Responsible Federal Budget.

For countries with debt-to-GDP ratios "above 90 percent, median growth rates fall by 1 percent, and average growth falls considerably more," according to a recent research paper by economists Kenneth S. Rogoff of Harvard and Carmen M. Reinhart of the University of Maryland.

CBO projected the 2011 deficit will be \$1.34 trillion, not much different from the administration's estimate of \$1.27 trillion. However, CBO's estimate of the 2020 deficit at \$1.25 trillion significantly exceeds the administration's \$1 trillion estimate.

"The biggest part of the deficit difference is lower tax revenue due to the different economic assumptions," said James R. Horney, a federal-budget analyst at the liberal Center on Budget and Policy Priorities. "The administration assumes GDP and incomes will be higher, and that translates into higher revenues than CBO expects. Relatively small differences in economic assumptions can add up to big differences over 10 years."

While Ms. MacGuineas agreed that "economic forecasts have a large impact on budgetary projections," she cautioned that such differing assumptions, often called the "rosy scenario," could account for just \$350 billion of the 10-year, \$1.2 trillion difference between the White House and CBO.

The president has established a fiscal commission to propose actions to reach his goal of balancing the budget by 2015, except for net interest payments, which CBO projects to total \$520 billion that year. The president's budget, however, will generate a \$793 billion deficit in 2015, according to CBO.

"The proposed budget is woefully insufficient to achieve the president's goal or the important fiscal goal of stabilizing the debt at a reasonable level in the medium and long term," Ms. MacGuineas said.

The CBO and the administration expect the deficit for fiscal 2010, which ends Sept. 30, to approximate \$1.5 trillion and exceed 10 percent of GDP, the first time that threshold will have been reached since World War II. Before last year's deficit reached an eye-popping 9.9 percent of GDP, the biggest postwar deficit was 6 percent of GDP in fiscal 1983.

In addition to the free-spending fiscal policy the U.S. government will pursue, monetary policy will remain loose in the near term, Federal Reserve Chairman Ben S. Bernanke told a congressional committee Thursday.

Citing still-fragile economic conditions and noting the low level of inflation, Mr. Bernanke told the House Financial Services Committee that the Fed would maintain historically low short-term interest rates for the time being.

Tightening would not begin until the "expansion matures," he said, though he did not provide a specific timetable for ratcheting up interest rates.

Indicative of the economy's ongoing fragility, especially in the labor market, was the fact that first-time claims for unemployment benefits were still a relatively high 442,000 last week, the Labor Department reported Thursday. The number was a decline of 14,000 over the previous week's seasonally adjusted number.

Economists disagree over the propriety of running a \$1.5 trillion deficit this year as the economy shifts into recovery mode. But they generally agree that budget deficits should proceed along a consistent, downward path as the expansion matures. Most economists, therefore, fear the prospect of rising deficits in the latter part of this decade, long after steady economic growth has returned and unemployment has plunged.

In a worrisome development, CBO projects that federal budget deficits, after dropping sharply, then will begin to rise continuously from 4.1 percent of GDP in 2014 to 5.6 percent in 2020.

For the 2016-20 period, CBO estimates that deficits will average more than 5 percent of GDP, even while assuming the economy will be near full employment, with an average jobless rate of 5 percent during that same five-year period.

One economist concerned about unsustainable fiscal policy in the out years is OMB Director Peter R. Orszag.

"Deficits in the, let's say, 5 percent of GDP range would lead to rising debt-to-GDP ratios in a manner that would ultimately not be sustainable," Mr. Orszag acknowledged to reporters on March 20, 2009, two months after the administration entered office.

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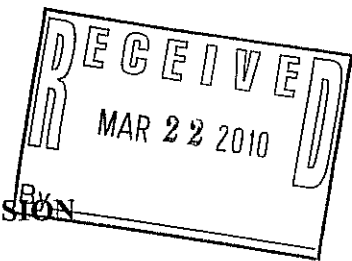
[Debt Data](#)

[Debt Budget](#)

[2010 Federal Budget](#)

[National Debt Chart](#)

[Bush Debt](#)



STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

NOTICE OF HEARING
FOR THE ELECTRIC CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-16054

- Consumers Energy Company is requesting that the Michigan Public Service Commission approve its proposed depreciation accrual rates for accounting and ratemaking purposes for its electric utility plant.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, Michigan 49201, (800) 477-5050 for a free copy of the application. Any person may review the application at the offices of Consumers Energy Company or at the Commission’s Lansing office, 6545 Mercantile Way, Suite 7, Lansing, Michigan.
- The first public hearing in this matter will be held:

DATE/TIME: April 5, 2010, at 9:00 a.m.
This hearing will be a prehearing conference to set future hearing dates and decide other procedural matters.

BEFORE: Administrative Law Judge Daniel E. Nickerson, Jr.

LOCATION: Michigan Public Service Commission
6545 Mercantile Way, Suite 7
Lansing, Michigan

PARTICIPATION: Any interested person may attend and participate. The hearing site is accessible, including handicapped parking. Persons needing any accommodation to participate should contact the Commission's Executive Secretary at (517) 241-6160 in advance to request mobility, visual, hearing or other assistance.

The Michigan Public Service Commission (Commission) will hold a public hearing to consider the February 1, 2010 application of Consumers Energy Company (Consumers Energy), which seeks approval of its proposed depreciation accrual rates for accounting and ratemaking purposes for its electric utility plant. Consumers Energy is proposing a net increase of \$46.3 million in annual depreciation rates relative to rates currently in effect.

All documents filed in this case shall be submitted electronically through the Commission’s E-Dockets Website at: michigan.gov/mpscedockets. Requirements and instructions for filing can

be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to mpscedockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 241-6170 or by e-mail at mpscedockets@michigan.gov.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by March 29, 2010. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy's attorney, M. Bryan Little, One Energy Plaza, Jackson, Michigan 49201.

Any person wishing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of his or her wish to make a statement of position. All information submitted to the Commission in this matter will become public information: available on the Michigan Public Service Commission's Web site, and subject to disclosure.

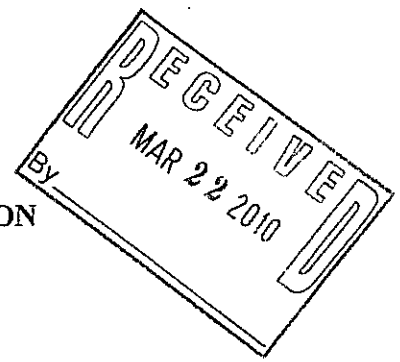
Requests for adjournment must be made pursuant to the Commission's Rules of Practice and Procedure R 460.17315 and R 460.17335. Requests for further information on adjournment should be directed to (517) 241-6060.

A copy of Consumers Energy's application may be reviewed on the Commission's Web site at michigan.gov/mpscedockets, and at the office of Consumers Energy Company, One Energy Plaza, Jackson, Michigan. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 241-6170.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.51 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and the Commission's Rules of Practice and Procedure, as amended, 1999 AC, R 460.17101 et seq.

March 10, 2010

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION



NOTICE OF HEARING
FOR THE CUSTOMERS OF
CONSUMERS ENERGY COMPANY AND
THE DETROIT EDISON COMPANY
CASE NO. U-16055

- Consumers Energy Company and The Detroit Edison Company are requesting that the Michigan Public Service Commission approve their proposed depreciation accrual rates, depreciation expense and depreciation rate change implementation timing for accounting and ratemaking purposes for the Ludington Pumped Storage Plant.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, Michigan 49201, (800) 477-5050; or The Detroit Edison Company, One Energy Plaza, Detroit, Michigan 48226, (800) 477-4747 for a free copy of the application. Any person may review the application at the offices of Consumers Energy Company, The Detroit Edison Company or at the Commission's Lansing office, 6545 Mercantile Way, Suite 7, Lansing, Michigan.
- The first public hearing in this matter will be held:

DATE/TIME: April 1, 2010, at 9:00 a.m.
This hearing will be a prehearing conference to set future hearing dates and decide other procedural matters.

BEFORE: Administrative Law Judge Mark D. Eyster

LOCATION: Michigan Public Service Commission
6545 Mercantile Way, Suite 7
Lansing, Michigan

PARTICIPATION: Any interested person may attend and participate. The hearing site is accessible, including handicapped parking. Persons needing any accommodation to participate should contact the Commission's Executive Secretary at (517) 241-6160 in advance to request mobility, visual, hearing or other assistance.

The Michigan Public Service Commission (Commission) will hold a public hearing to consider the February 1, 2010 joint application of Consumers Energy Company (Consumers Energy) and The Detroit Edison Company (Detroit Edison), which seeks approval of their

proposed depreciation accrual rates, depreciation expense and depreciation rate change implementation timing for accounting and ratemaking purposes for the Ludington Plant.

Consumers Energy is proposing an increase of \$8.8 million in annual depreciation expense and Detroit Edison is proposing an increase of \$8.2 million in annual depreciation expense compared to the respective Companies depreciation rates currently in effect.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets Website at: michigan.gov/mpscedockets. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to mpscedockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 241-6170 or by e-mail at mpscedockets@michigan.gov.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by March 25, 2010. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy's attorney, M. Bryan Little, One Energy Plaza, Jackson, Michigan 49201 and Jon Christinidis, One Energy Plaza, Detroit, Michigan 48226-1279.

Any person wishing to make a statement of position without becoming a party to the case, may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of his or her wish to make a statement of position. All information submitted to the Commission in this matter will become public information: available on the Michigan Public Service Commission's Web site, and subject to disclosure.

Requests for adjournment must be made pursuant to the Commission's Rules of Practice and Procedure R 460.17315 and R 460.17335. Requests for further information on adjournment should be directed to (517) 241-6060.

A copy of the application may be reviewed on the Commission's Web site at michigan.gov/mpscedockets, and at the offices of Consumers Energy Company, One Energy Plaza, Jackson, Michigan or The Detroit Edison Company, One Energy Plaza, Detroit, Michigan. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 241-6170.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.51 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and the Commission's Rules of Practice and Procedure, as amended, 1999 AC, R 460.17101 et seq.

March 4, 2010

Paul Bueche

From: Michigan Municipal League [dwestbrook@mml.org]
Sent: Thursday, April 01, 2010 12:30 PM
To: Paul Bueche
Subject: Latest Consumers Energy Rate Increase - Municipal Coalition Intervention



Latest Consumers Energy Rate Increase – Municipal Coalition Intervention

Consumers Energy has filed for yet another rate increase that will impact the municipal cost of electricity for local government operations. The case number is U-16191 and it is currently before the Michigan Public Service Commission. Increases would range between 5% and 13%. [Click here to read](#) a memo from Rick Coy for details.

In response to the amount of increases and the extent to which they unfairly fall on municipal users, a coalition of 80+ local governments and the Municipal League and Townships Association have challenged the two previous CE rate cases and have achieved significant savings. The coalition has also appealed one decision of the MPSC to the Court of Appeals, with the decision expected late this year.

On March 24th, representatives of Grand Rapids, Wyoming, Muskegon, Plainfield Charter Township, Ludington, Kalamazoo, the Townships Association and the Municipal League met to discuss the most recent CE rate request with our counsel, Rick Coy of Clark Hill.

It was agreed that an intervention was needed. The three basic goals would be to reduce potential increases now; reinstate the pumping credit; and lower future rates, in part by establishing a municipal class of service that would more accurately reflect our actual cost of service.

The cost for the intervention will again be substantial. ***To proceed with the case, commitments are needed by April 15th for at least one-half of the not-to exceed budgeted amount.*** For the previous case, the 80+ contributors provided sufficient funding – with a greater number of participants the individual amounts would be less. The group that met on the 24th agreed that the amount of participation should be the same as the last case. The calculation is .00368 times your CE electric costs for 2009....or \$37 for each \$10,000 of CE electric costs. For those participants that contributed based on the calculation last time, the amount would be the same (there were not sufficient changes to warrant doing the calculation based on more recent data).

If you have any questions, please let me know. If you would like contact information for the group that met on the 24th, I can provide that to you. I know that commitments given budget constraints will be difficult, and that council and board meetings schedules make quick responses problematic. I can only say that from the discussion on the 24th, there was clearly a belief that an intervention is warranted and that it would be funds well spent – by the estimate of one participant, their savings were 10 times the contribution made for the last intervention. I hope to hear from you soon.



William C. Mathewson
General Counsel

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Michigan Municipal League, 1675 Green Road, Ann Arbor, MI 48105



TO: William C. Mathewson
General Counsel

FROM: Roderick S. Coy 

DATE: March 26, 2010

CLIENT: 29441
MATTER: 134825

SUBJECT: New Consumers Energy Company's Electric Rate Increase
Case No. U-16191

Earlier this year Consumers Energy filed another request for an electric rate increase of approximately \$183 million, which is on top of several other rate increases which are targeted to go into effect shortly. On average this would mean approximately a 5% rate increase, but during some periods the municipal pumping increase could be more than 8% and certain municipal street lighting service more than 13%.

We filed a Protective Intervention for the Municipal Coalition and attended the prehearing conference on February 18th so that the Municipal Coalition would retain the option to participate. The Municipal Coalition met on March 24, 2010 and there was substantial support for continuing the intervention in the case and to try and secure financial commitments similar to the last case. Financial contributions in the last case generally had a participant contributing \$37 for each \$10,000 of Consumers' electric bill. There were over 75 participants in the Municipal Coalition in the last case.

The goals of the Municipal Coalition remain as (1) containing utility rate increases now, (2) pursuing a longer term strategy to lower municipal utility rates in the future, (3) continuing efforts to salvage the municipal pumping credit which is being phased out, (4) try and secure a separate rate class for municipal rates, and (5) secure good cost of service data regarding municipal rates.

With respect to the cost of service issue, Consumers Energy's filing, which comprises more than 700 pages, indicates that the class of service which currently includes municipal rates is paying more than the cost of service (i.e. it has an index of return of more than 100%). More specifically, rate GPD (the old pumping service - 3) provides an index of return of 112% and rate GP (the old pumping service - 2) shows an index of return of 154%. On street lighting, suspiciously Consumers' cost of service study now contends that street lighting is below the cost of service, hence the justification for the proposed double-digit rate increase.

If sufficient financial support is identified, the Municipal Coalition would retain a cost of service expert to challenge Consumers Energy's cost of service study which probably has over-allocated costs to street lighting. We would also challenge the need for the overall increase, and attempt to minimize the increase placed on pumping and other municipal services.

Given the numerous rate increases Consumers Energy has enjoyed recently, this case appears to be a substantial overreach. Nonetheless, since the Legislature in 2008 changed the law to permit utility increases to go into effect after 180 days unless the Commission stops them, utility companies are finding rate increase requests irresistible. One of the issues in this case will be to request that the Commission stop the rate increase which might otherwise go into effect on or about July 21, 2010.

The Staff and Intervenor testimony, including the Municipal Coalition would need to be filed by June 10. Motions and a hearing on whether Consumers Energy should be permitted to automatically self-implement its request is scheduled for early July. The full hearings and cross-examination of the parties would occur in mid to late July followed by briefs and a Proposal For Decision on or around November 1. The Commission must reach a final decision by January 20, 2011 or the entire amount of the utility's request goes into effect without refund.

Municipal entities who are interested in participating in the proceeding need to secure approvals and make financial commitments by approximately April 15, 2010, in order to have the Municipal Coalition be able to fully participate in the proceeding.

RSC:pat