

**City of Swartz Creek  
AGENDA**

**Regular Council Meeting, Monday March 14, 2011 7:00 P.M.  
City Hall Building, 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 February 28, 2011 MOTION Pg. 6, 10-14
5. **APPROVE AGENDA**
  - 5A. Proposed / Amended Agenda MOTION Pg. 6
6. **REPORTS & COMMUNICATIONS:**
  - 6A. [City Manager's Report](#) (Agenda Item) MOTION Pg. 6, 2-5
  - 6B. Monthly Police, DPW & Ledger Reports Pg. 15, 26, 30
  - 6C. Cpl. Nicholas Parker Proclamation (Agenda Item) Pg. 35-37
  - 6D. Development Agreement, Andoni & Family Farm & Home (Agenda Item) Pg. 38-53
  - 6E. Development Agreements Exhibits (Agenda Item) CD
  - 6F. Revised Site Plan, Miller-Elms Planned Dev District (Agenda Item) Pg. 54
  - 6G. REI Proposal, Springbrook East Design Engineering (Agenda Item) Pg. 55-56
  - 6H. REI Proposal, Heritage Village Design Engineering (Agenda Item) Pg. 57-58
  - 6I. WWS Notice, Ultimatum Pg. 59-125
  - 6J. Miller-Elms Project, Bid Returns Pg. 126-128
  - 6K. Media Article, District Library Tax Levy Increase Pg. 129-130
  - 6L. County Haz Mat Participation Pg. 131
  - 6M. Complaint, Morrish I-69 Traffic Light Pg. 132
  - 6N. Friends of the Library Beautification Project Pg. 133
  - 6O. House Bill, DDA Opt Out Pg. 134-138
  - 6P. Comcast Notice, Rate Increase Pg. 139-140
  - 6Q. MPSC, Consumers Notice, Rates Pg. 141-142
  - 6R. Various State Fiscal Reports CD
7. **MEETING OPENED TO THE PUBLIC:**
  - 7A. Corporal Nicholas Parker, U.S. Army PROC. Pg. 35-37
  - 7B. General Public Comments
8. **COUNCIL BUSINESS:**
  - 8A. Development Agreement, Miller Elms Planned Unit Development RESO. Pg. 7, 38-53
  - 8B. Development Agreement, Family Farm & Home RESO. Pg. 7, 38-53
  - 8C. Amend Miller Elms PUD & Family Farm & Home Plans RESO. Pg. 7, 54
  - 8D. Appropriation, Springbrook East SAD Design Engineering RESO. Pg. 8, 55-56
  - 8E. Appropriation, Heritage Village SAD Design Engineering RESO. Pg. 9, 57-58
9. **MEETING OPENED TO THE PUBLIC:**
  - 9A. General Public Comments
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION

**City of Swartz Creek  
CITY MANAGER'S REPORT**

**Regular Council Meeting of Monday March 14, 2011 7:00 P.M.**

**TO:** Honorable Mayor, Mayor Pro-Tem & Council Members  
**FROM:** PAUL BUECHE // City Manager  
**DATE:** 11-March-2011

**OLD / ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS**

✓ **2010-2011 FISCAL BUDGET (Status)**

Here is a tentative schedule:

March:	Discussion, Direction
April 11 <sup>th</sup> :	Present Draft, Discussion, Set Public Hearing
May 9 <sup>th</sup> :	Public Hearing, Discussion
Middle May	Special Meeting, If Desired By Council
May 23 <sup>rd</sup> :	Adopt Budget
June 13 <sup>th</sup> :	Truth in Taxation Hearing, Set Levy, Set 2009-2010 Meeting Schedule, Year End Fiscal Adjustments
June 27 <sup>th</sup> :	Buffer Date, If Needed
June 30 <sup>th</sup> :	Fiscal Year End

✓ **PERSONNEL & POLICIES & PROCEDURES (Status)**

I know it's been a while on this (actually, quite a while). Not to make excuses, but it's been a wild ride here since late 2007 just to stay above water. I've made a good dent into finishing this and should have it in the near future.

✓ **MAJOR STREET FUND, TRAFFIC IMPROVEMENTS (See Individual Category)**

☐ **2011-2014 T.I.P. APPLICATION (Status)**

Here is a schedule of City projects that are funded or in the queue (shaded).

*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	\$184,903*	\$27,684	\$45,000	\$556,084
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

\*Includes Developer Contribution of \$68,000

☐ **MILLER ROAD PROJECT, ELMS-TALLMADGE (Status)**

MDOT bid returns have been tabulated and posted. There were 14 total returns with the low bidder being Cadillac Asphalt LLC of Wixom Michigan, in the amount of

\$507,816.54 (5% below engineers' estimates). The high bid was \$689,064. I will send along the construction schedule as soon as we have it.

✓ **LOCAL STREET FUND, TRAFFIC IMPROVEMENTS**

**2008 REPAIR ROSTER (Status)**

As a re-cap, the contractor's are Maintenance & Construction Company, of Romulus Michigan, at \$101,547, with construction engineering and testing (\$1,980), the total being \$103,527, and Lang Construction of Flint Michigan, in the amount of \$8,523 for the storm sewer repairs. Totals are:

<i>Total Project Cost</i>				
<i>Cape Seal</i>	\$104,000			
<i>Storm Repair</i>	\$8,523	<i>101 Fund</i>	<i>203 Fund</i>	<i>226 Fund</i>
<b>TOTAL</b>	<b>\$112,523</b>	\$8,766	\$70,000	\$33,757

The storm sewer work has been completed. The Cape Seal work has been put off until weather permits in the spring.

✓ **COUNTY WWS ISSUES PENDING (See Individual Category)**

**KAREGNONDI WATER AUTHORITY (Status)**

Pending.

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

Implementation delayed until sometime in 2011.

**SEWER USE ORDINANCE – INDUSTRIAL PRE-TREATMENT (Status)**

Included in tonight's packet is a letter of ultimatum from WWS. In essence, we have 30 days to pass the sewer use ordinance and pay CCIF delinquent CCIF fees. I have referred this notice to Mr. Figura for direction and will be back two weeks from tonight with a recommendation.

**DELINQUENT COUNTY CAPITAL IMPROVEMENT FEE (C.C.I.F.) (Status)**

Likewise as above.

✓ **MARATHON REDEVELOPMENT PROJECT (Status)**

Marathon Oil has proposed that we deed the property over to them and they will clean it up, all of it. Then, with our help, they will sell it to recover the expenses involved with the cleanup. I've informed Marathon that we have an interest in proceeding. They are in the process of scheduling conference calls with their legal division. I'll keep the Council posted.

✓ **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.

✓ **LABOR CONTRACTS (Status)**

As a short re-cap, all our labor contracts are frozen. The POLC agreement has been frozen since January 2009. The AFSCME agreement has been frozen since July 2008. The Supervisor's agreement has been frozen since July 2007, however, to even this agreement out a bit, an additional 40 hours of absent time was granted. The extra absent time cannot be cashed out, rolled over, accrued or paid out in any way. The City Manager Contract has been frozen since December 2004. The extra absent time provision within the Supervisor's agreement is also applied to the City Manager's Contract. There are no plans to replace Mr. Zettel's position. We have two other "at will" classifications, which are without agreements, being our part time police officers and our building inspector. The part time police have been frozen since March 2004

with a change in November 2009 to allow time and a half on holidays. The building inspector is part time and has remained unchanged since October 2006 when the position was established to replace the full time assessor / building inspector. Contracted positions are the assessor and trade inspector's, being electrical, plumbing and mechanical. I've met with the POLC and discussed the financial future of the City and its relevance to rate increases, which frankly speaking, remains bleak. They don't like it, but they do understand. At the meeting of January 10<sup>th</sup>, we approved a letter of understanding that allows a "me too" clause for all our labor units. I have met with the AFSCME unit and they have requested to be included with the additional "no value" 40 hours of absent time. I am continuing to meet with them on options.

On another note, with Adam leaving we have a problem with Zoning Administration, Code Enforcement, and to a lesser degree, DDA, Planning Commission and CDBG administration. I am currently working on a solution to this.

- ✓ **GO GREEN, EECBG PUBLIC SAFETY BUILDING HVAC GRANT** (*Status*)  
Pending completion of the work.
- ✓ **FIRE DEPARTMENT: 2011 BUDGET & COST RECOVERY** (*Status*)  
The 2011 Budget was adopted at the meeting of November 22, minus CIP contributions. As indicated, we are looking at long term solutions to all public safety. The cost recovery issue plays into this, however, it is now in a bit of a state of flux based in the introduction of legislation that may prohibit such ordinances.
- ✓ **SPRINGBROOK EAST & HERITAGE ASSOCIATION S.A.D.** (*Resolutions*)  
I have resolutions included with tonight's agenda that appropriate design engineering for these two SAD's. The amounts are \$9,838 for Springbrook East and \$12,402 for Heritage. There is some risk on this, in that if either or both SAD's fail throughout the hearing process; we could get stuck with the design costs. I believe that the risk is minimal, in that both of the associations have no other choice in resolving these problems. Going into the hearing process with hard costs, as opposed to estimates, will make the process move much more efficiently.
- ✓ **ZONING CODE AMENDMENT** (*Status*)  
As you know, we have placed a short moratorium on these establishments to allow the Planning Commission to finish their review. The Council should have it back soon (I hope anyway) with a recommendation for final adoption.
- ✓ **MILLER-ELMS PDD AMENDMENT, FAMILY FARM & HOME** (*Resolutions*)  
Included with tonight's agenda are two development agreements, one with Mr. Andoni for the Planned Unit Development and the second with Family Farm and Home for construction of their building. In addition, there has been a change in what we originally approved, as it pertains to water and sewer both within the Planned Unit Development and the Family Farm and Home site. We approved water and sewer mains to be public through the property that would serve all buildings located there. With the approval of Family Farm and Home, Mr. Andoni has requested that both water and sewer be private through the entire development. Mr. Fluery, Mr. Svrcek and WWS have reviewed the request and the re-submitted plans and are not opposed to it. I've included a resolution to amend the original approval.



- ✓ **WASTE & RECYCLING SERVICES CONTRACT** (*Status*)  
We have heard presentations from two of the three companies that I anticipate will be interested in this contract. Both of the companies offer some nice amenities with their service; however, the bottom line is that we cannot afford any luxury expenses, anywhere in any fund. We are finishing up a bid package and will send it to the Council for any comments, probably at the next meeting, before taking it live.
- ✓ **NEIGHBORHOOD STABILIZATION PROGRAM** (*Status*)  
Pending.
- ✓ **AYSO GROUND LEASE REQUEST** (*Status*)  
The local AYSO (American Youth Soccer Organization) has inquired if the City would be interested in a “no cost” ground lease agreement for the 20 acres of City property located on Bristol Road between the west lot line of GM-SPO and the Heritage Village Subdivision. They would like to construct soccer fields for practice and competition events on the land. Their proposal fits with our plans for a sports park on the land. As we all know, it will be many years before, and if ever, we have the funds to pursue our plan. I will be back in the future with a better defined direction after I spend additional time with the organization.

## **NEW BUSINESS / PROJECTED ISSUES & PROJECTS**

- ✓ **APPRECIATION CPL. NICHOLAS PARKER** (*Proclamation*)  
The U.S. Army’s contracted public relations firm has brought to our attention a decorated soldier that grew up in the area. They have requested that we take a minute to honor him for his service. He is back in the U.S. and assigned to Fort Hood Texas, so we will be doing so in absentia. Included with tonight’s agenda is a proclamation.
- ✓ **SIGN ORDINANCE** (*Information*)  
We’ve got to visit this sometime in the near future as the sunset for the removal of pylon signs is here (2011). I’m not looking for any action tonight and quite possibly not until we finish with budget season, but keep it in mind.

## **Council Questions, Inquiries, Requests and Comments**

- *Traffic Lights, Bristol-Miller, GM-SPO.* Pending the direction that GM takes. New traffic counts as to warrants would need to be taken.
- *Deteriorated Retaining Walls & Planters at City Buildings.* The north wall at the Public Safety Building behind the Police Department collapsed. We are looking at solutions to take care of this more pressing problem first.
- *Tabled Garbage Collection Policy.* Resting comfortably... for now.
- *Youth Programs in Park.* Looking into this. This item is something that might best be suited for the City’s School Liaison Officer. The matter has been referred to the Police Department for review and recommendation.

**City of Swartz Creek  
RESOLUTIONS**

**Regular Council Meeting, Monday March 14, 2011 7:00 P.M.**

**Resolution No. 110314-4A            MINUTES – FEBRUARY 28, 2011**

Motion by Councilmember: \_\_\_\_\_

**I Move** the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting held February 28, 2011 to be circulated and placed on file.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 110314-5A            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 March 14, 2011 to be circulated and placed on file.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 110314-6A            CITY MANAGER’S REPORT**

Motion by Councilmember: \_\_\_\_\_

**I Move** the Swartz Creek City Council approve the City Manager’s Report of March 14, 2011, to be circulated and placed on file.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 110314-8A**

**DEVELOPMENT AGREEMENT, MILLER – ELMS  
PLANNED UNIT DEVELOPMENT, ANDONI**

Motion by Councilmember: \_\_\_\_\_

**I Move** the City of Swartz Creek enter into a Development Agreement with Basil G. Andoni and Hiam G. Andoni, of 5178 Wyndemere Square, Swartz Creek, for the development of the Miller-Elms Planned Unit Development District, as approved by the City on October 25, 2010 and November 22, 2010, and as amended on March 14, 2011, 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: \_\_\_\_\_

**Resolution No. 110314-8B**

**DEVELOPMENT AGREEMENT, FAMILY FARM & HOME**

Motion by Councilmember: \_\_\_\_\_

**I Move** the City of Swartz Creek enter into a Development Agreement with Family Farm & Home, Inc., a Michigan corporation, with principal offices at 1753 Madison, Muskegon, Michigan 49442, for the development of a 25,000 s.f. retail store, as approved by the City on October 25, 2010 and November 22, 2010, and as amended on March 14, 2011, 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: \_\_\_\_\_

**Resolution No. 110314-8C**

**AMEND MILLER-ELMS PLANNED UNIT DEVELOPMENT  
DISTRICT & FAMILY FARM & HOME SITE PLAN  
APPROVALS**

Motion by Councilmember: \_\_\_\_\_

**WHEREAS**, the City of Swartz Creek approved a conceptual Planned Unit Development District and a 25,000 s.f. retail Family Farm & Home outlet, for the southeast corner of Miller & Elms Road, hearings and approvals held at regular Council meetings on October 25<sup>th</sup> and November 22, 2010, reference resolutions 101025-04, 101122-06, 101122-07 and 101122-08; and

**WHEREAS**, such approvals and submitted plans called for public water-main and sanitary sewers; and

**WHEREAS**, the developers, being Mr. Andoni and Family Farm & Home, have requested that the City amend such approvals to allow for water and sewer to both the retail Family Farm and Home outlet as well as all future buildings to be constructed on the property be private service connections; and

**WHEREAS**, the City staff and engineers have examined the revised plans and find the requested changes to me minor in nature, within the City's engineering standards specifications manual, and further recommend approval of the amendment; and

**WHEREAS**, revised plans have been submitted and approved by the County's Division of Water and Waste

**NOW, THEREFORE, I Move** the City of Swartz Creek amend the site plans approved on November 22, 2010 and allow for the water and sanitary sewer services to the Miller – Elms Planned Unit Development District concept to be private, and further, allow water and sanitary sewer service to the proposed Family Farm & Home Retail outlet to be private, in accordance with the revised plan dated February 15, 2011.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 110314-8D**

**APPROPRIATION, SPRINGBROOK EAST SPECIAL ASSESSMENT DISTRICT, DESIGN ENGINEERING**

Motion by Councilmember: \_\_\_\_\_

**I Move** the City of Swartz Creek appropriate an amount not to exceed \$9,838 from the City's General Fund, to the City's Engineer, Rowe Professional Services Inc, for design engineering regarding repairs and final overlay for streets within the association, in accordance with specifications set forth in the proposal, costs to be added to the Springbrook East Special Assessment Project.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 110314-8E**

**APPROPRIATION, HERITAGE VILLAGE SPECIAL ASSESSMENT DISTRICT, DESIGN ENGINEERING**

Motion by Councilmember: \_\_\_\_\_

**I Move** the City of Swartz Creek appropriate an amount not to exceed \$12,402 from the City’s General Fund, to the City’s Engineer, Rowe Professional Services Inc, for design engineering regarding repairs and final overlay for streets within the association, in accordance with specifications set forth in the proposal, costs to be added to the Heritage Village Special Assessment Project.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**City of Swartz Creek**  
**Regular Council Meeting Minutes**  
*Of the Meeting Held*  
**Monday February 28, 2011 7:00 P.M.**

**CITY OF SWARTZ CREEK**  
**SWARTZ CREEK, MICHIGAN**  
**MINUTES OF THE COUNCIL MEETING**  
**DATE 02/28/2011**

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, Deputy City Clerk Mary Jo Clark, DPS Director Tom Svrcek.

Others Present: Boots Abrams, Sharon Shumaker, Bob Plumb, Tommy Butler, Rick Ballreich, Lyle Schlueter, Mary Carey, Pat Dunnigan, Bob Carey, Al Jory, Melinda Hopton, Josh Hopton, Wayne Kelley.

**APPROVAL OF MINUTES**

**Resolution No. 110228-01**

**(Carried)**

Motion by Councilmember Porath  
Second by Councilmember Hurt

**I Move** the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting, held February 14, 2010, to be circulated and placed on file.

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

**Resolution No. 110228-02**

**(Carried)**

Motion by Mayor Pro-Tem Krueger  
Second by Councilmember Hicks

**I Move** the Swartz Creek City Council hereby approve the Minutes of the Special Council Meeting held February 23, 2011 to be circulated and placed on file.



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

## **APPROVAL OF AGENDA**

### **Resolution No. 110228-03**

**(Carried)**

Motion by Councilmember Shumaker  
Second by Councilmember Binder

**I Move** the Swartz Creek City Council approve the Agenda, as amended, for the Regular Council Meeting of February 28, 2011 to be circulated and placed on file.

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

## **REPORTS AND COMMUNICATIONS:**

### **City Manager's Report**

#### **Resolution No. 110228-04**

**(Carried)**

Motion by Councilmember Hicks  
Second by Councilmember Hurt

**I Move** the Swartz Creek City Council approve the City Manager's Report of February 28, 2011, to be circulated and placed on file.

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

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

## **MEETING OPENED TO THE PUBLIC:**

Wayne Kelley, 6412 Tallmadge, asked what hours the road crews would be working while they work on Miller Road. City Manager Bueche stated that he would speak to the contractors. Mr. Bueche stated that it is only spot fixes that they are doing.

City Manager Bueche spoke about a communication from Springbrook East regarding closing down the connecting drive between Springbrook East and Springbrook Colony.

Rick Ballreich, 4297 Maya, explained the problems that occur when people cut through Lindsey Drive to get to Kroger.

## **Council Business**

### **Special Council Meeting of February 23, 2011, Waive Council Payment**

**Resolution No. 110228-05**

**(Carried)**

Motion by Councilmember Binder  
Second by Councilmember Hurt

**I Move** the City of Swartz Creek waive payment for the Special Council Meeting held February 23, 2011, and further, direct the staff to make necessary adjustments to the City’s accounting systems.

Discussion Ensued.

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

**Boards & Commissions, Appoint Tax Board of Review Replacement**

**Resolution No. 110228-06**

**(Carried)**

Motion by Councilmember Hurt  
Second by Mayor Pro-Tem Krueger

**I Move** the City of Swartz Creek Council appoint Wanda Tyler, of 6483 W. Bristol Road, to the Swartz Creek Tax Board of Review, for the remainder of the term vacated by Mr. Thomas MacGillivray, term running from July 1, 2010, expiring June 30, 2013.

Discussion Took Place.

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

**Miller Elms Project, Family Farm & Home**

**(Discussion Topic)**

City Manager Bueche gave a brief update on the status of Family Farm & Home. Mr. Bueche stated that there were some changes made to the original plan approved by the Planning Commission. One change is that the water & sewer will be private; there will be a 6” water line for fire suppression and a 2” line for the building itself. Another change is the road design, including the turn lane.

**Marathon Project**

**(Discussion Topic)**

City Manager Bueche spoke about Marathon Oil proposing that the City deed the property over to them and they will clean all of it up. Then, with the City’s help, they will sell it to recover the cost of the cleanup. Discussion ensued reference the pros and cons.

**Neighborhood Stabilization Project**

**(Discussion Topic)**

City Manager Bueche discussed whether to do this program in house or turn it over to the Land Bank.

## **MEETING OPENED TO THE PUBLIC**

Al Jory, 6140 Seymour Road, stated that he thought the Marathon site should be sold at fair market value.

Boots Abrams wanted to extend kudos to the City workers who keep the streets clean after all of the snow.

Wayne Kelley, 6412 Tallmadge, questioned whether Family Farm and home would have only one entrance.

## **REMARKS BY COUNCILMEMBERS:**

Councilmember Hurt questioned if there would be a problem with fire trucks getting into the Springbrook neighborhood if they close off the street going into Kroger. City Manager Bueche stated that the traffic engineer would look into it. Mr. Hurt questioned whether the roads were public in Springbrook. He was advised they were not.

Councilmember Binder stated that she has pictures of the new Marine statue.

Councilmember Shumaker spoke about the Marathon station. Mr. Shumaker stated that he feels the City can't regulate which business locates there. The Mayor stated that the difference is that the City will own the property, therefore enabling it to be able to make the decision. Mr. Shumaker questioned how far west the Miller Road project goes.

Councilmember Porath questioned why Springbrook is asking the City for help closing the street in question. Mr. Bueche stated it is because the streets will soon belong to the City.

Mayor Pro-Tem Krueger spoke about the word "ambit" and gave the Council the definition.

## **Executive Session, AFSCME & POLC Collective Bargaining Agreements**

### **Resolution No. 110228-07**

**(Carried)**

Motion by Councilmember Porath  
Second by Councilmember Hurt

**I Move** the City of Swartz Creek, at the request of the City Manager and in accordance with the Open Meetings Act; enter into Executive Session for the purpose of discussing strategy related to the AFSCME and POLC Collective Bargaining Agreements.

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

## **Adjournment**

### **Resolution No. 110228-08**

**(Carried)**

Motion by Councilmember Hurt

Second by Councilmember Shumaker

**I Move** the City of Swartz Creek adjourn the Regular Session of the City Council meeting at 9:30 p.m.

YES: Unanimous Voice Vote.

NO: None. Motion Declared Carried.

Richard Abrams, Mayor

Mary Jo Clark, Deputy City Clerk

**SWARTZ CREEK POLICE DEPARTMENT**  
**MOTOR POOL RENTAL HOURS**  
**FEBRUARY 2011**

	<u>101-301-941</u>	<u>101-302-941</u>	<u>101-303-941</u>	<u>101-304-941</u>
#05-168	8	0	0	0
#05-649	27	0	19	0
#07-375	291	11	6	0
#05-275	86	8	0	2
#09-401	72	1	55	0
#09-226	79	5	17	0
#10-161	23	0	0	0
<b>TOTAL</b>	<b>586</b>	<b>25</b>	<b>97</b>	<b>2</b>

# SWARTZ CREEK POLICE DEPT

Total Account Hours Summary Report

From: 02/01/2011 to 02/28/2011

Department Account	Description	Regular Hours	Other Hours	Regular Hours YTD	Other Hours YTD
<b>ADMINISTRATIVE</b>					
101 301 702.001	SUPERVISOR	161.000	1.000	416.000	10.750
101 301 702.002	CLERICAL	124.000	0.000	270.000	0.000
<b>PROTECTION</b>					
101 301 702.003	UNIFORMED	591.500	46.000	1,193.000	110.250
101 301 702.004	NON-UNIFORMED	136.000	0.000	333.250	0.000
101 301 702.005	TRAFFIC ENFORCEMENT	166.250	21.000	369.750	38.500
<b>COMPLAINTS</b>					
101 301 702.006	INVESTIGATIONS	79.000	3.000	186.750	7.500
101 301 702.007	COURT	11.000	2.000	11.000	4.000
<b>TRAINING</b>					
101 301 702.008	TRAINING	0.000	0.000	3.500	0.000
<b>LEAVE TIME</b>					
101 301 702.010	VACATION	114.000	0.000	126.000	0.000
101 301 702.011	HOLIDAY	64.000	0.000	164.000	0.000
101 301 702.012	PERSONAL LEAVE	8.000	0.000	92.000	0.000
101 301 702.013	FUNERAL LEAVE	24.000	0.000	24.000	0.000
<b>TRACK ADMINISTRATIVE</b>					
101 302 702.001	SUPERVISOR	14.000	0.000	36.000	1.000
101 302 702.002	CLERICAL	18.000	0.000	38.000	0.000
<b>TRACK PROTECTION</b>					
101 302 702.003	UNIFORMED	26.500	4.000	45.500	9.500
101 302 702.004	NON-UNIFORMED	0.000	1.500	0.000	1.500
<b>SCHOOL PROTECTION</b>					
101 303 702.003	UNIFORMED	144.000	9.500	280.000	21.750
<b>LEAVE TIME</b>					
101 303 702.010	VACATION	0.000	0.000	8.000	0.000



Department Account	Description	Regular Hours	Other Hours	Regular Hours YTD	Other Hours YTD
PROTECTION					
101 304 702.003	UNIFORMED	2.500	0.000	3.750	0.000
TRAINING					
101 304 702.008	TRAINING	16.000	0.000	28.000	0.000
	TOTAL ALL HOURS	1,707.750	88.000	3,636.500	204.750

# SWARTZ CREEK POLICE DEPT

Total Function Count

Month Ending: 02/28/2011

Account	Description	MTD Functions	YTD Functions
101 301 001.000	TRAFFIC VIOLATIONS	0	0
101 301 002.000	PARKING VIOLATIONS	1	9
101 301 003.000	VERBAL WARNINGS	80	136
101 301 004.000	WRITTEN WARNINGS	19	33
101 301 005.000	FELONY ARRESTS	0	6
101 301 006.000	MISDEMEANOR ARRESTS	11	31
101 301 007.000	CALLS RECEIVED	229	495
101 301 008.000	TRAFF INJ ACCIDENTS	2	2
101 301 009.000	PROP DAMAG ACCIDENTS	10	20
101 301 010.000	SERVICE REQUESTS	40	43
101 301 011.000	MEETINGS	2	2
101 301 012.000	CONFERENCES	0	0
101 301 013.000	INITIATED CALLS	464	947
101 301 014.000	DESK ASSIGNMENTS	84	146
101 301 015.000	BUSINESS CHECKS	1409	2971
101 301 016.000	VACATION CHECKS	506	1195
101 301 017.000	SUSP PERS CHECKED	18	34
<b>TOTAL FUNCTIONS</b>		<b>2875</b>	<b>6070</b>
101 302 002.000	PARKING VIOLATIONS	0	0
101 302 003.000	VERBAL WARNINGS	4	4
101 302 004.000	WRITTEN WARNINGS	0	0
101 302 005.000	FELONY ARRESTS	0	1
101 302 006.000	MISDEMEANOR ARRESTS	0	0
101 302 007.000	CALLS RECEIVED	17	28
101 302 010.000	SERVICE REQUESTS	0	0
101 302 011.000	MEETINGS	2	2
101 302 012.000	CONFERENCES	0	0
101 302 013.000	INITIATED CALL	10	10
101 302 014.000	DESK ASSIGNMENTS	0	0
101 302 015.000	BUSINESS CHECKS	15	29
101 302 016.000	VACATION CHECKS	0	0
101 302 017.000	SUSP PERS CHECKED	0	0
<b>TOTAL FUNCTIONS</b>		<b>48</b>	<b>74</b>
101 303 002.000	PARKING VIOLATIONS	0	0
101 303 003.000	VERBAL WARNINGS	0	1
101 303 004.000	WRITTEN WARNINGS	0	0
101 303 005.000	FELONY ARRESTS	0	0
101 303 006.000	MISDEMEANOR ARRESTS	0	0
101 303 007.000	CALLS RECEIVED	4	6
101 303 010.000	SERVICE REQUESTS	0	0
101 303 011.000	MEETINGS	25	50
101 303 012.000	CONFERENCES	0	0

Account	Description	MTD Functions	YTD Functions
101 303 013.000	INITIATED CALL	75	179
101 303 014.000	DESK ASSIGNMENTS	0	0
101 303 015.000	BUSINESS CHECKS	0	0
101 303 016.000	VACATION CHECKS	0	0
101 303 017.000	SUS PERS CHECKED	0	0
<b>TOTAL FUNCTIONS</b>		<b>104</b>	<b>236</b>
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	0	1
101 304 006.000	MISDEMEANOR ARRESTS	0	0
101 304 007.000	CALLS RECEIVED	3	4
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	1	1
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	0
101 304 019.000	VEHICLE SEARCHES	4	4
101 304 020.000	NARCOTIC SEARCHES	0	0
101 304 021.000	CURRENCY SEIZED	0	0
101 304 022.000	FORFEITURES	0	0
101 304 023.000	POSITIVE TRACKS	0	1
101 304 024.000	NEGATIVE TRACKS	0	0
101 304 025.000	AGENCY ASSISTS	1	1
101 304 026.000	DEMONSTRATIONS	0	0
101 304 027.000	AREA SEARCHES	0	0
<b>TOTAL FUNCTIONS</b>		<b>9</b>	<b>12</b>
<b>TOTAL ALL FUNCTIONS</b>		<b>3036</b>	<b>6392</b>

## Ticket Ledger Report

**Report Criteria:**

Ticket Type	Officer	Start Date	End Date
Traffic	All	02/01/2011	02/28/2011

Number	Name	Date	Location	Description	Officer	Fine
T-1178753-A		02/01/11	MILLER NEAR MORRISH	TAIL LIGHTS (DEFECTIVE, IMPROI		
T-1178753-B		02/01/11	MILLER NEAR MORRISH	NO PROOF INSURANCE/POSSESE		
T-1178753-C		02/01/11	MILLER NEAR MORRISH	FAIL TO SIGN REGISTRATION/NO		
T-1178754-A		02/05/11	MILLER NEAR SEYMOUR	HEADLIGHTS		
T-1178754-B		02/05/11	MILLER NEAR SEYMOUR	NO PROOF INSURANCE/POSSESE		
T-1178718		02/05/11	MILLER NEAR BRADY	EXCEEDED POSTED SPEED LIMIT		
T-1179050		02/05/11	MILLER NEAR MORRISH	NO PROOF INSURANCE/POSSESE		
T-1178600		02/06/11	MORRISH NEAR FORTINO	EXCEEDED POSTED SPEED LIMIT		
T-1144288		02/07/11	BRISTOL NEAR HERITAGE	EXCEEDED POSTED SPEED LIMIT		
T-1144289		02/07/11	BRISTOL NEAR HERITAGE	EXCEEDED POSTED SPEED LIMIT		
T-1178727		02/07/11	ELMS NEAR YARMY	EXCEEDED POSTED SPEED LIMIT		
T-1144290		02/08/11	MILLER NEAR MORRISH	NO TAIL/BRAKE LIGHTS		
T-1144291		02/08/11	MILLER AT SEYMOUR	UNABLE TO STOP IN ASSURED CI		
T-1178554		02/09/11	ELMS NEAR PARKRIDGE	EXCEEDED POSTED SPEED LIMIT		
T-1178555		02/09/11	I-69 NEAR MILLER	EXCEEDED POSTED SPEED LIMIT		
T-1178776-A		02/09/11	MORRISH NEAR APPLE CREEK	SUSP/REVOKED/NEVER APPL.		
T-1178776-B		02/09/11	MORRISH NEAR APPLE CREEK	NO TAIL/BRAKE LIGHTS		
T-1178776-C		02/09/11	MORRISH NEAR APPLE CREEK	NO PROOF INSURANCE/POSSESE		
T-1178777		02/10/11	MORRISH NEAR APPLE CREEK	HEADLIGHTS		
T-1178778		02/10/11	MILLER NEAR MORRISH	NO PROOF INSURANCE/POSSESE		
T-1178718-A		02/10/11	MILLER NEAR MORRISH	SUSP/REVOKED/NEVER APPL.		
T-1148719-B		02/10/11	MILLER NEAR MORRISH	TAIL LIGHTS (DEFECTIVE, IMPROI		
T-1178557		02/11/11	MILLER NEAR I-69	IMPROPER LANE USE IN TURN/U-		
T-1178755-A		02/11/11	MORRISH NEAR I-69	NO TAIL/BRAKE LIGHTS		
T-1178755-B		02/11/11	MORRISH NEAR I-69	NO PROOF INSURANCE/POSSESE		
T-1178558		02/12/11	I-69 NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1178559		02/12/11	I-69 NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1178781		02/12/11	MILLER NEAR MORRISH	TINTED WINDOWS/NO WINDSHIEI		
T-1178780-A		02/12/11	MILLER NEAR MORRISH	HEADLIGHTS		
T-1178780-B		02/12/11	MILLER NEAR MORRISH	UNLIGHTED REG PLATE		
T-1178731-A		02/12/11	MILLER NEAR RAUBINGER	EXCEEDED POSTED SPEED LIMIT		
T-1178731-B		02/12/11	MILLER NEAR RAUBINGER	NO PROOF INSURANCE/POSSESE		
T-1178731-C		02/12/11	MILLER NEAR RAUBINGER	FAIL TO CHANGE ADDRESS		
T-1178730		02/12/11	MILLER NEAR RAUBINGER	OUIL/UBAL		
T-1144292		02/13/11	MILLER NEAR FAIRCHILD	NO TAIL/BRAKE LIGHTS		
T-1144293		02/13/11	MILLER AT ELMS	DISREGARDED TRAFFIC SIGNAL/A		
T-1178729		02/13/11	SEYMOUR NEAR BRISTOL	NOISY MUFFLER AND/OR EXCESS		
T-1144294-A		02/14/11	MILLER AT ELMS	DISREGARDED TRAFFIC SIGNAL/A		
T-1144294-B		02/14/11	MILLER AT ELMS	NO PROOF INSURANCE/POSSESE		
T-1144295		02/15/11	ELMS NEAR BRISTOL	EXCEEDED POSTED SPEED LIMIT		
T-1178783		02/15/11	MILLER NEAR SCHOOL	HEADLIGHTS		
T-1178560-A		02/16/11	ELMS NEAR I-69	EXCEEDED POSTED SPEED LIMIT		
T-1178560-B		02/16/11	ELMS NEAR I-69	IMPROPER LANE USE, TRUCK OR		
T-1178756-A		02/16/11	MILLER NEAR MORRISH	TAIL LIGHTS (DEFECTIVE, IMPROI		
T-1178756-B		02/16/11	MILLER NEAR MORRISH	NO PROOF INSURANCE/POSSESE		
T-1178784		02/16/11	MORRISH NEAR BRISTOL	IMPEDE TRAFFIC		

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	02/01/2011	02/28/2011

Number	Name	Date	Location	Description	Officer	Fine
T-1178561-A		02/17/11	MILLER NEAR BRISTOL	BUS WITH FLASHING RED VIOL.		
T-1178561-B		02/17/11	MILLER NEAR BRISTOL	NO PROOF INSURANCE/POSSESE		
T-1178757-A		02/18/11	I-69 NEAR MORRISH	REFLECTORS/CLEARANCE MARK		
T-1178757-B		02/18/11	I-69 NEAR MORRISH	NO PROOF INSURANCE/POSSESE		
T-1178720		02/18/11	MILLER NEAR RAUBINGER	NO TAIL/BRAKE LIGHTS		
T-1178721-A		02/19/11	MILLER NEAR ELMS	SUSP/REVOKED/NEVER APPL.		
T-1178721-B		02/19/11	MILLER NEAR ELMS	TINTED WINDOWS/NO WINDSHIEI		
T-1178758-A		02/19/11	SEYMOUR NEAR MILLER	SUSP/REVOKED/NEVER APPL.		
T-1178758-B		02/19/11	SEYMOUR NEAR MILLER	DISREGARDED TRAFFIC SIGNAL/		
T-1178722-A		02/19/11	MILLER NEAR MORRISH	OWI		
T-1178722-B		02/19/11	MILLER NEAR MORRISH	DISREGARDED TRAFFIC SIGNAL/		
T-1144296		02/19/11	MORRISH NEAR GROVE	EXCEEDED POSTED SPEED LIMIT		
T-1178562		02/19/11	I-69 NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1178785		02/19/11	I-69 NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1144297		02/22/11	MORRISH NEAR FORTINO	EXCEEDED POSTED SPEED LIMIT		
T-1178788-A		02/24/11	I-69 at Ramp 001B	CARELESS DRIVING		
T-1178788-B		02/24/11	I-69 at Ramp 001B	NO PROOF INSURANCE/POSSESE		
T-1178786-A		02/25/11	MORRISH NEAR I-69	FAIL TO SIGN REGISTRATION/NO		
T-1178786-B		02/25/11	MORRISH NEAR I-69	NO TAIL/BRAKE LIGHTS		
T-1178723		02/26/11	I-69 NEAR MILLER	NO PROOF INSURANCE/POSSESE		
T-1178787-A		02/26/11	ELMS NEAR MAPLE	FAIL TO SIGN REGISTRATION/NO		
T-1178787-B		02/26/11	ELMS NEAR MAPLE	NO PROOF INSURANCE/POSSESE		
T-1144299		02/27/11	MILLER NEAR HAYES	SEAT BELT DRIVER/PASSENGER		
T-1144298		02/27/11	MILLER NEAR HAYES	SEAT BELT DRIVER/PASSENGER		
T-1144300-A		02/27/11	MILLER AT ELMS	DISREGARDED TRAFFIC SIGNAL/		
T-1144300-B		02/27/11	MILLER NEAR ELMS	NO PROOF INSURANCE/POSSESE		
T-1179082-A		02/27/11	MILLER NEAR RAUBINGER	NO PROOF INSURANCE/POSSESE		
T-1179082-B		02/27/11	MILLER NEAR RAUBINGER	FAIL TO SIGN REGISTRATION/NO		
T-1178732-A		02/27/11	MILLER NEAR 3RD ST	SUSP/REVOKED/NEVER APPL.		
T-1178732-B		02/27/11	MILLER NEAR 3RD ST	EXCEEDED POSTED SPEED LIMIT		
T-1178901		02/28/11	MILLER NEAR TALLMADGE	EXCEEDED POSTED SPEED LIMIT		

Tickets Total: 77	Charges Total: 77	Fines Total:	0.00
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## Uniform Crime Report

**Report Criteria:**

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

Class	Description	FEB 2010	FEB 2011	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	0	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	0	0	0
1200-0	ROBBERY	0	0	1
1300-1	NONAGGRAVATED ASSAULT	3	1	8
1300-2	AGGRAVATED/FELONIOUS ASSAULT	1	0	0
1300-3	INTIMIDATION/STALKING	1	1	3
1400-0	ABORTION	0	0	0
2000-0	ARSON	0	0	0
2100-0	EXTORTION	0	0	0
2200-1	BURGLARY - FORCED ENTRY	1	1	2
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	2	0	2
2300-4	LARCENY - THEFT FROM COIN OPERATED	0	0	0
2300-5	LARCENY - THEFT FROM MOTOR VEHICLE	0	1	2
2300-6	LARCENY - THEFT OF M. VEHICLE PARTS	2	0	0
2300-7	LARCENY - OTHER	1	3	4
2400-1	MOTOR VEHICLE THEFT	1	0	0
2400-2	MOTOR VEHICLE AS STOLEN PROPERTY	0	0	0
2400-3	MOTOR VEHICLE FRAUD	0	0	0
2500-0	FORGERY/COUNTERFEITING	0	1	2
2600-1	FRAUD - FALSE PRETENSE/SWINDLE/CONF	0	1	1
2600-2	FRAUD - CREDIT CARD/ATM	1	2	2
2600-3	FRAUD - IMPERSONATION	1	1	1
2600-4	FRAUD - WELFARE	0	0	0
2600-5	FRAUD - WIRE	1	0	0
2600-6	FRAUD - BAD CHECKS	0	0	0
2700-0	EMBEZZLEMENT	1	0	0
2800-0	STOLEN PROPERTY	0	0	1



## Uniform Crime Report

**Report Criteria:**

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

Class	Description	FEB 2010	FEB 2011	YR TO DATE
2900-0	DAMAGE TO PROPERTY	3	1	2
3000-1	RETAIL FRAUD - MISREPRESENTATION	0	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	1	1	2
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	0	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	0	0	0
4200-0	DRUNKENNESS	0	0	0
4800-0	OBSTRUCTING POLICE	0	0	0
4900-0	ESCAPE/FLIGHT	0	0	0
5000-0	OBSTRUCTING JUSTICE	3	0	2
5100-0	BRIBERY	0	0	0
5200-1	WEAPONS OFFENSE - CONCEALED	0	0	0
5200-2	WEAPONS OFFENSE - EXPLOSIVES	0	0	0
5200-3	WEAPONS OFFENSE - OTHER	0	0	0
5300-1	DISORDERLY CONDUCT	1	0	0
5300-2	PUBLIC PEACE - OTHER	2	0	0
5400-1	HIT & RUN MOTOR VEHICLE ACCIDENT	1	1	3
5400-2	OUIL OR OUID	2	2	4
5400-3	DRIVING LAW VIOLATIONS	4	5	9
5500-0	HEALTH AND SAFETY	1	0	0
5600-0	CIVIL RIGHTS	0	0	0
5700-1	TRESPASS	0	0	0
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	1	0	0
6300-0	VAGRANCY	0	0	0
7000-0	JUVENILE RUNAWAY	0	0	0
7300-0	MISCELLANEOUS CRIMINAL OFFENSE	0	0	0

## Uniform Crime Report

**Report Criteria:**

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

Class	Description	FEB 2010	FEB 2011	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	0
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	14	7	15
9300-2	NON-TRAFFIC PDA	3	6	11
9300-3	TRAFFIC VIOLATIONS/CIVIL INFRACTION	0	0	0
9300-4	TOWED VEHICLE	0	1	1
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	3	13	21
9800-5	ALARMS	0	0	0
9800-6	CIVIL	1	0	1
9800-7	SUSPICIOUS SITUATION	0	1	1
9800-8	LOST AND FOUND PROPERTY	1	1	4
9800-9	OVERDOSE	0	0	0
9900-1	SUICIDE	0	1	1
9900-2	DOA - NATURAL	0	0	2
9900-3	MISSING PERSON	0	0	0
9900-7	SAFEKEEPING	0	0	0
9900-8	DEPARTMENTAL ASSIST	0	2	3
9900-9	GENERAL - NON CRIMINAL	1	4	6

## Uniform Crime Report

Report Criteria:

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

Class	Description	FEB 2010	FEB 2011	YR TO DATE
Totals:		58	58	118

**Public Works**  
**Monthly Work Orders**  
03/03/11

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
CKME11-0158 COMPLETED	CO20-007485-0000-02	MCFARLANE, ELDON 7485 COUNTRY MEADOW DR	02/04/11 02/04/11	CHECK METER
CKME11-0159 COMPLETED	HA20-000078-0000-01	EICKHOFF, DENNIS 78 HAMILTON DR	02/07/11 02/07/11	CHECK METER
DRAN11-0004 COMPLETED	CH10-009072-0000-01	KEENE, DEWEY 9072 CHELMSFORD DR	02/18/11 02/18/11	STORM DRAINS
ELEC11-0021 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	02/15/11 02/15/11	ELEC SETUP/TAKEDO
ELEC11-0022 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	02/24/11 02/24/11	ELEC SETUP/TAKEDO
FNRD11-0259 COMPLETED	MI10-008179-0000-02	GIBSON, DENISE 8179 MILLER RD	02/01/11 01/28/11	FINAL READ
FNRD11-0260 COMPLETED	HI10-009267-0000-01	GREEN, PAUL 9267 HILL RD	02/28/11 02/28/11	FINAL READ
FNRD11-0262 COMPLETED	MI10-006104-0000-04	ALEXANDER, WILLIAM 6104 MILLER RD	02/03/11 02/04/11	FINAL READ
FNRD11-0263 COMPLETED	DU10-005338-0000-01	KOLHOFF THOMAS 5338 DURWOOD DR	02/17/11 02/17/11	FINAL READ
FNRD11-0264 COMPLETED	DO10-005214-0000-02	KELLER WILLIAMS REALTOR 5214 DON SHENK DR	02/11/11 02/11/11	FINAL READ
FNRD11-0265 COMPLETED	AB10-007071-0000-01	TAYLOR, JEFFREY 7071 ABBEY LN	02/24/11 02/24/11	FINAL READ
FNRD11-0266 COMPLETED	CT10-003461-0000-02	COHEN, JENNIFER 3461 CANTERBURY ST	02/24/11 02/24/11	FINAL READ
FNRD11-0269 COMPLETED	WI10-005154-0000-03	BROWN, GARY L 5154 WINSHALL DR	02/28/11 02/28/11	FINAL READ
GWO11-0172 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	02/09/11 02/09/11	GENERIC WORK ORDE
GWO11-0174 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	02/24/11 02/24/11	GENERIC WORK ORDE
MTRP11-0315 COMPLETED	SC20-005119-0000-01	STORER, HELEN 5119 SCHOOL ST	02/07/11 02/01/11	METER REPAIR
MTRP11-0316 COMPLETED	SC20-005119-0000-02	LLOYD, LYNNE 5119 SCHOOL ST	02/07/11	METER REPAIR
SETM11-0005 COMPLETED	GR10-005374-0000-03	LOVEGROVE, LANCE 5374 GREENLEAF DR	02/07/11 02/07/11	SET METER
SWR11-0021 COMPLETED	CH20-009159-0000-01	WOGGERMON, STEVEN 9159 CHESTERFIELD DR	02/04/11 02/04/11	SEWER DRAIN PROBL
SWR11-0022 COMPLETED	WI20-005051-0000-04	PANNELL, JARED 5051 WINSTON DR	02/10/11 02/10/11	SEWER DRAIN PROBL

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
WMBK11-0014 COMPLETED	DU10-005159-0000-01	MARSHAN, CHRIS 5159 DURWOOD DR	02/20/11 02/20/11	WATER MAIN BREAK
WOFF11-0408 COMPLETED	WI20-005043-0000-01	MCAULEY, MICHAEL 5043 WINSTON DR	02/04/11 02/04/11	WATER TURN OFF
WOFF11-0409 COMPLETED	MI10-008179-0000-03	FISCHER, PATRICIA 8179 MILLER RD	02/07/11 02/07/11	WATER TURN OFF
WOFF11-0412 COMPLETED	MI10-007493-0000-03	REED, AMY 7493 MILLER RD	02/17/11 02/17/11	WATER TURN OFF

Total Records: 24



DPS ACTIVITY -FEBRUARY 2011

	REG	HOL	VAC	ABSENT	OT	DT
<b>101 GENERAL FUND</b>						
262.0 ELECTIONS						
781.0 AMPHI-PARK						
782.0 WINSHALL PARK	0.50			0.03		
783.0 ELMS PARK	5.50		0.45	0.09		
784.0 BICENT. PARK	1.00	0.11		0.01		
790.0 LIBRARY/SENIOR	28.00	1.69	0.77	0.63		
792.0 P S BLDG	14.50	1.45	0.47	0.15		
793.0 CITY HALL	3.62	0.30	0.08	0.08		
794.0 COMM PROMO						
796.0 CEMETERY						
<b>202 MAJOR STREET FUND</b>						
429.0 SAFETY						
441.0 PARK & RIDE SNOW						
463.0 STREET MAIN	23.00	2.78	1.52	0.35		
474.0 TRAFFIC	4.00		0.23	0.03		
478.0 SNOW & ICE	60.00	3.02	2.30	1.19	42.50	2.00
482.0 ADMIN	3.89	0.22		0.29		
<b>203 LOCAL STREET FUND</b>						
429.0 SAFETY						
463.0 STREET MAIN	5.00	1.07	0.43			
474.0 TRAFFIC						
478.0 SNOW & ICE	91.00	4.36	4.44	1.67	24.00	
482.0 ADMIN	5.89	0.22		0.29		
<b>226 GARBAGE FUND</b>						
441.0 PARK & RIDE GARBAGE	2.00	0.10				
528.0 COLLECT	2.00	0.21				
530.0 WOODCHIPPING	7.08	0.40		0.53		
782.0 WINSHALL PARK GARBAGE	1.00		0.11	0.01		
783.0 ELMS PARK GARBAGE	4.00	0.21	0.11	0.01		
793.0 CITY HALL	3.62	0.30	0.08	0.08		
<b>590 WATER</b>						
540.0 WATER SYSTEM	84.82	6.20	1.45	4.89		
540.0 WATER-ON CALL	3.00	0.31				
542.0 READ & BILL	83.00	8.23	1.22	0.59		
793.0 CITY HALL	3.63	0.30	0.08	0.08		
<b>591 SEWER</b>						
536.0 SEWER SYSTEM	70.32	4.02	0.23	4.75		
536.0 SEWER-ON CALL	3.00	0.31				
537.0 LIFT STATION	11.00	0.83	0.37	0.17		
542.0 READ & BILL	2.00	0.23		0.03		
793.0 CITY HALL	3.63	0.30	0.08	0.08		
<b>661 MOTOR POOL FUND</b>						
795.0 CITY GARAGE	43.50	2.83	1.58	0.47		
	573.50	40.00	16.00	16.50	66.50	2.00
HOLIDAY						
VACATION						
ABSENT						
DAILY HOURS TOTAL	573.50	40.00	16.00	16.50	66.50	2.00



February 2011	<u>MILES DRIVEN</u>	<u>GALLONS GAS PURCHASED</u>	<u>GALLONS DIESEL PURCHASED</u>
#1 P/U 4WD			
#3 P/U 4WD	340	51.5	
07-03 P/U 4WD	380		39.5
09-03 P/U 4WD	288		27.5
#2 P/U 2WD	479	41	
#6-00 BACKHOE			26
#9 DUMP	80	30	
#10 DUMP			
#11 DUMP			
#12-02 DUMP	751		228.9
#12-04 DUMP	613		155
#12-99 GENERATOR			
#9-02 BRUSH HOG			
#17 CASE BACKHOE			16
#19 JD TRACTOR			
#06-99 BUCKET TRUCK			
#21 WOOD CHIPPER			
#807 STREET SWEEPER			
#42 ASPHALT HEATER			
#37 TRAIL ARROW			
#10-98 3" PUMP			
#28A 3" PUMP			
3" PUMP			
#30 4" PUMP			
#31 4" PUMP			
#32 4" PUMP			
1" PUMP			
S-10	380	27	
TOTAL	3311	149.5	492.9

03/02/2011

CHECK REGISTER FOR CITY OF SWARTZ CREEK  
CHECK DATE FROM 02/01/2011 - 02/28/2011

Check Date	Check	Vendor Name	Description	Amount
Bank GEN CONSOLIDATED ACCOUNT				
02/03/2011	34461	ARROW UNIFORM RENTAL	MATS, SUPPLIES	27.00
			UNIFORMS, MATS, SUPPLIES, ENV.	76.46
				103.46
02/03/2011	34462	BRADYS BUSINESS SYSTEMS	COPY MACHINE MAINT AGREEMENT 1/15-2/15/1	48.40
02/03/2011	34463	CITY OF SWARTZ CREEK	10/20/10-1/20/11 UB 4125 ELMS	249.40
			10/20/10-1/20/11 UB 5121 MORRISH	105.47
			10/20/10-1/20/11 UB 5363 WINSHALL	249.40
			10/20/10-1/20/11 UB 8083 CIVIC	387.18
			10/20/10-1/20/11 UB 8095 CIVIC	168.24
			10/20/10-1/20/11 UB 8100 CIVIC	533.20
				1,692.89
02/03/2011	34464	COMCAST BUSINESS	2/1-2/28/11 PUBLIC SAFETY BLDG	139.85
02/03/2011	34465	DETROIT SALT COMPANY	ROAD SALT AT \$54.69 PER TON	2,776.61
02/03/2011	34466	DONALD KORTH	INSTALL XP & MEMORY/CONFIG/BACKUP KEHOE	375.00
02/03/2011	34467	ELITE BUSINESS PRODUCTS	CD (2 PK) & FOLDERS (1 BOX)	29.19
			FOLDERS (9)/INK CARTRIDGES (2)	121.58
				150.77
02/03/2011	34468	GCGC	2011 MEMBERSHIP AGUILAR/KORTH	40.00
02/03/2011	34469	JOHNS TRUCK SERVICE	REPAIR HYDROLIC LINE	105.00
			REPAIR EXHAUST	87.04
			REPAIR PLOW LIGHT/BATTERY CABLE	176.86
				368.90
02/03/2011	34470	RWS OF MID MICHIGAN	GARBAGE/RECYCLING/YARD WASTE FY11	19,695.68
02/03/2011	34471	SCHAEFER'S OFFICE SOURCE	PAPER TOWELS/TISSUE	147.42
02/03/2011	34472	STATE OF MICHIGAN-DEQ WTR	MUNICIPAL SW ANNUAL PERMIT FEE MS-4	2,000.00

02/03/2011	34473	SUBURBAN AUTO SUPPLY	WIPER BLADES 07-375	11.98
02/03/2011	34474	VILLAGE CLEANERS	DEC 2010 UNIFORM CLEANING	78.50
02/03/2011	34475	WINDER POLICE EQUIPMENT	LED FLASHING BACKUP LIGHTS 10-161	204.49
02/10/2011	34476	ADAM H ZETTEL	JANUARY 2011 INVOICE	1,430.00
02/10/2011	34477	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV.	89.67
			MATS, SUPPLIES	27.06
				116.73
02/10/2011	34478	C & H CONSTRUCTION CO INC	WATER MAIN REPAIR 5248 DURWOOD	874.15
			SNOW REMOVAL	1,072.50
				1,946.65
02/10/2011	34479	CONSUMERS ENERGY	1/1-1/31/11 4524 MORRISH RD	46.23
02/10/2011	34480	CONSUMERS ENERGY	1/1-1/31/11 ELMS PARKING LOT	31.43
02/10/2011	34481	CONSUMERS ENERGY	1/1-1/31/11 STREET LIGHTS	10,759.33
02/10/2011	34482	CONSUMERS ENERGY	1/1-1/31/11 TRAFFIC LIGHTS	448.63
02/10/2011	34483	CONSUMERS ENERGY	1/1-1/31/11 SIRENS	27.07
02/10/2011	34484	CONSUMERS ENERGY	1/7-2/3/11 E 5121 MORRISH RD	888.95
02/10/2011	34485	CONSUMERS ENERGY	1/6-2/3/11 A 5257 WINSHALL DR	19.84
02/10/2011	34486	CONSUMERS ENERGY	1/6-2/3/11 A 5361 WINSHALL DR	19.84
02/10/2011	34487	CONSUMERS ENERGY	1/6-2/3/11 A WINSHALL RESTROOMS	25.47
02/10/2011	34488	CONSUMERS ENERGY	1/7-2/4/11 A 8059 FORTINO DR	29.34
02/10/2011	34489	CONSUMERS ENERGY	1/6-2/4/11 A 8095 CIVIC DR	1,043.72
02/10/2011	34490	CONSUMERS ENERGY	1/6-2/3/11 E 8301 CAPPY LN	400.63
02/10/2011	34491	CONSUMERS ENERGY	1/6-2/3/11 E 8499 MILLER RD	18.47
02/10/2011	34492	CONSUMERS ENERGY	1/6-2/4/11 E 9099 MILLER RD	27.95
02/10/2011	34493	DETROIT SALT COMPANY	ROAD SALT AT \$54.69 PER TON	2,688.02
			ROAD SALT AT \$54.69 PER TON	2,680.90
				5,368.92
02/10/2011	34494	GILL ROYS HARDWARE	CLEANING SUPPLIES	14.62
			PADLOCK (12)/1" STENCIL	158.87
			1" STENCIL	2.99
			JANUARY 2011 DISCOUNT	(16.19)
				160.29

02/10/2011	34495	KNAPHEIDE TRUCK EQUIPMENT	CUTTING EDGE KIT (2)	784.29
02/10/2011	34496	MEL'S TRANSMISSION SERVICE	REPAIR TRANSMISSION 2003 DODGE	300.00
02/10/2011	34497	MID STATES BOLT AND SCREW CO	CLIPS/PINS/WASHERS	15.27
02/10/2011	34498	SIMEN FIGURA & PARKER PLC	JAN 2011 GEN'L/TRAFFIC/ORDIN	2,933.50
02/10/2011	34499	SUBURBAN AUTO SUPPLY	25 FT PVC AIR HOSE	21.99
02/10/2011	34500	VALLEY PETROLEUM	1/16-1/31 FUEL USAGE - DPW	851.34
02/10/2011	34501	VALLEY PETROLEUM	1/16-1/31/11 FUEL USAGE - POLICE	1,010.20
02/16/2011	34502	GENERAL MOTORS CORPORATION	2009 PERS PROP 5880313004 MTT 367177	8,779.63
02/16/2011	34503	GENERAL MOTORS CORPORATION	2009 PERSONAL PROP 5880322560 MTT 367560	78,853.65
02/17/2011	34504	AMERAPLAN INC	AMERAPLAN MONTHLY BILILNG	271.20
02/17/2011	34505	AMERICAN MESSAGING	FEB 2011	20.69
02/17/2011	34506	ARROW UNIFORM RENTAL	UNIFORMS, MATS. SUPPLIES, ENC	77.21
			MATS, SUPPLIES	27.06
				104.27
02/17/2011	34507	BLUE CARE NETWORK-EAST MI	RETIREE MED INS KORENE KELLY	442.36
			RETIREE MED INS JOHN PETRUCHA	1,017.42
			RETIREE MED INS JIM TYLER	442.36
			RETIREE MED INS PIROCHTA	1,017.42
				2,919.56
02/17/2011	34508	BLUMERICH COMMUNICATIONS	REMOVE EQUIP FROM 05-346	240.48
			MOUNT NEW LED LIGHTS 09-226	180.00
				420.48
02/17/2011	34509	CONSUMERS ENERGY	1/6/11-2/4/11A	934.32
02/17/2011	34510	CONSUMERS ENERGY	1/8/11-2/7/11E	76.79
02/17/2011	34511	CONSUMERS ENERGY	1/7/11-2/4/11A	19.84
02/17/2011	34512	CONSUMERS ENERGY	1/8/11-2/7/11E	21.95
02/17/2011	34513	CONSUMERS ENERGY	1/8/11-2/7/11E	31.46
02/17/2011	34514	CONSUMERS ENERGY	1/7/11-2/4/11A	1,817.55
02/17/2011	34515	DELTA DENTAL PLAN	MARCH 2011 DENTAL-RETIREEES	249.50
02/17/2011	34516	DETROIT SALT COMPANY	ROAD SALT AT \$54.69 PER TON	2,812.16
02/17/2011	34517	GCGC	GCGC SPRING MEETING KORTH/AGUILAR	30.00
02/17/2011	34518	GEN CTY ROAD COMMISSION	JAN 2011 S-MTCE & OPERATIONS	328.54
02/17/2011	34519	GENESEE COUNTY	2011 ASSESSMENT CHANGE NOTICES	89.95

02/17/2011	34520	GENESEE CTY DRAIN COMMISSIONER	SPECIAL ASSESSMENT TAX ROLL 2010	1,850.00
02/17/2011	34521	HYDRO DESIGNS	WATER CROSS CONNECTION CONTROL AND COMPL	300.00
02/17/2011	34522	JOHNS TRUCK SERVICE	BENT/BROKEN PLOW BLADE 08 CHEV	315.00
			BROKEN EXHAUST 03 DODGE PU	136.36
			EXHAUSE LEAK 03 DODGE	87.04
				538.40
02/17/2011	34523	LETAVIS ENTERPRISES INC.	NOV/DEC 2010 VEH WASHES (21)@6.75 EA	141.75
02/17/2011	34524	MARI-DAN MILLER FARMS	UB REFUND FOR ACCOUNT: 4903 SCHAFFER B011	4,365.40
02/17/2011	34525	MATT BELMONTI	CLEAR CITY LOTS AND WALKS	663.00
02/17/2011	34526	NEXTEL COMMUNICATIONS	JANUARY 2011 MONTHLY BILL	475.25
02/17/2011	34527	NICK PAUL	6'X5' KENNEL FENCE & SALES TAX	81.48
			6'X5' KENNEL FENCE & SALES TAX	348.97
			6'X5' KENNEL FENCE & SALES TAX	58.16
				488.61
02/17/2011	34528	RICHARD ABRAMS	MILEAGE FOR BOR TRAINING- LIV COUNTY	53.04
02/17/2011	34529	STATE OF MICHIGAN DEPT TRANS	LOCAL PROGRESS BILL #5 MORRISH RD NORTH	37,137.50
02/17/2011	34530	SUBURBAN AUTO SUPPLY	WIPERS FOR PATROL CAR 09-401	11.98
02/17/2011	34531	SWARTZ CREEK AREA FIRE DEPT.	FIRE SERVICE 1/2011	2,888.30
02/17/2011	34532	UNUM LIFE INSURANCE	MARCH 2011 LIFE INS SHANNON/SNELL	12.05
02/17/2011	34533	VALLEY PETROLEUM	2/1-2/15/11 FUEL USAGE - DPW	1,168.76
02/17/2011	34534	VALLEY PETROLEUM	2/1-2/15/11 FUEL USAGE-POLICE	913.82
02/17/2011	34535	VILLAGE CLEANERS	JAN 2011 UNIFORM CLEANING	118.75
02/17/2011	34536	WINDER POLICE EQUIPMENT	SLIDE SWITCH ASSM FEDERAL	67.59
			3 STINGER LED FLASHLIGHTS, 2 CHARGERS	368.23
				435.82
02/17/2011	34537	ADAM ZETTEL	REIMB DINNER PLANNING COMM 5/1/07	25.40
02/17/2011	34538	JOHNS TRUCK SERVICE	REPAIR WIRING FOR ARROW BOARD	70.00
			GENERAL MAINTENANCE ON DUMP TRUCK	621.19
			P. M. SERVICE/ADJUST BRAKES	224.61
				915.80
02/17/2011	34539	MICHAEL R. SHUMAKER	SMALL CITIES MTG/12-3-08/11-5-08/1-7-09	45.00

02/24/2011	34540	ANGELA SHAW	TAX OVRMPT SU10/6 BROOKFIELD	1.18
02/24/2011	34541	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV. MATS, SUPPLIES	76.64 27.06
				103.70
02/24/2011	34542	BADGLEY CONSTRUCTION	SNOW PLOWING	270.00
02/24/2011	34543	BASIC	COPAY/OFFICE VISIT CLOLINGER/ESKEW	221.78
02/24/2011	34544	CLARK FIRE & SAFTEY INC	FIRE EXT. MAINTENANCE	400.50
02/24/2011	34545	COMCAST BUSINESS	2-26-3/25/11 CITY HALL	268.80
02/24/2011	34546	DELTA VISION	MARCH 2011 VISION - RETIREES (4)	21.30
02/24/2011	34547	DETROIT SALT COMPANY	ROAD SALT AT \$54.69 PER TON	2,714.27
02/24/2011	34548	DONALD KORTH	UPDT KASPERSKY/PATCH SERVER & WORKSTN REPAIRED WEBSITE	375.00 75.00
				450.00
02/24/2011	34549	FRONTIER	2/13-3/12/11 635-4495	51.85
02/24/2011	34550	GENESEE COUNTY TREASURER	2009 MTT #367560 SETTLEMENT	130,609.05
02/24/2011	34551	LANDMARK APPRAISAL CO	ASSESSOR SERVICES NOV 1, 2010-OCT 31, 20	2,233.33
02/24/2011	34552	MICHIGAN METER TECHNOLOGY GRP., INC	WATER METERS/SUPPLIES	1,833.32
02/24/2011	34553	PITNEY BOWES INC.	RENTAL CHARGES 11/30/10-2/28/11	150.00
02/24/2011	34554	SCHAEFER'S OFFICE SOURCE	OFFICE SUPPLIES	146.95
02/24/2011	34555	WALDORF AND SONS INC	EXCAVATE CURB BOX 5043 WINSTON	375.00
02/25/2011	34556	GENERAL MOTORS CORP	MTT SETTLEMENT 388342 P#58-29-300-007	606,115.82
02/25/2011	34557	GENERAL MOTORS CORP	MTT SETTLEMENT 388342 P#58-29-300-007	84,447.72
02/25/2011	34558	GENERAL MOTORS COMPANY	MTT SETTLEMENT 388342 P#58-30-400-002 MTT SETTLEMENT 388342 P#58-30-400-002	268,600.80 37,423.08
				306,023.88
GEN TOTAL of 98 Non-Void Checks:				1,343,328.65

# **PROCLAMATION**

## **CITY OF SWARTZ CREEK**

**WHEREAS**, Corporal Nicholas Parker has served three years active duty in the United States Army, as a combat medic, having served one year deployment in Iraq, as a medic assigned to the commanding Sergeant Major's security and protection detachment; and

**WHEREAS**, Corporal Nicholas Parker was awarded the Bronze Star Medal with Valor, as well as the Combat Medic Badge after providing medical care to a wounded soldiers under heavy enemy fire in Iraq; and

**WHEREAS**, Corporal Nicholas Parker, who grew up in the Swartz Creek area and graduated from Swartz Creek High School, was highlighted in the Operation Tribute to Freedom Publication for his service and courage;

**WHEREAS**, Corporal Nicholas Parker was also honored at the 2011 Army All-American Bowl Game in San Antonio, Texas, he is now back at Fort Hood, Texas currently assigned to the Headquarter & Headquarters Company, where he resides with his wife and their young son;

**NOW, THEREFORE**, I, Richard B. Abrams, on behalf of the City of Swartz Creek and Swartz Creek City Council, do hereby extend appreciation to Corporal Nicholas Parker for his unflinching attention to duty as a member of the United States Armed Forces, and execute and affix the City's seal this 14<sup>th</sup> day of March, 2011

Richard B. Abrams  
Mayor



**DEPARTMENT OF THE ARMY  
OFFICE OF THE CHIEF OF PUBLIC AFFAIRS  
ATTN: OPERATION TRIBUTE TO FREEDOM  
1500 ARMY PENTAGON – ROOM 1D470  
WASHINGTON, DC 20310-1500**

January 7, 2011

The Honorable Richard Abrams  
Office of the Mayor  
8083 Civic Dr  
Swartz Creek, MI 48473

Dear Mayor Abrams,

Recently, Operation Tribute to Freedom had the honor of sharing the story of Swartz Creek native, Cpl. Nicholas Parker, one of the many Soldier Heroes who will be honored this month at the 2011 Army All-American Bowl Game in San Antonio, Texas, which brings together the nation's top-ranked high school football athletes as well as decorated Soldiers who have served in support of Operation New Dawn, Operation Enduring Freedom and Operation Iraqi Freedom. This Soldier's story is just one fine example of the service and sacrifices our Soldiers and their families make every day.

Operation Tribute to Freedom is a Department of the Army outreach program that seeks to highlight the stories of Soldiers who have or are currently serving in support of Operation New Dawn, Operation Enduring Freedom and Operation Iraqi Freedom. We work to broaden the American public's understanding of the accomplishments and experiences of the men and women who have deployed overseas from local communities across America.

We hope Cpl. Parker's story gives you a glimpse into what individual Soldiers are experiencing and accomplishing every day. The attached newsletter is for informational purposes only; however, I urge you to share Cpl. Parker story and offer the following suggestions:

- Feature this newsletter on your website, blog or social media platform.
- Send the Soldier a certificate of appreciation for his service overseas.

If you are willing to send the Soldier a letter of appreciation, I kindly ask that you address all correspondence to my attention at 1615 L St. NW, Suite 1000, Washington, DC 20036—this is the most direct address for me. Also, if you or your staff members have any questions, please call me at (202) 403-8911 or via email at [kathryn.devan@us.army.mil](mailto:kathryn.devan@us.army.mil).

Sincerely,

Kate DeVan  
Operation Tribute to Freedom  
Office of Chief of Public Affairs  
Community Relations Division

Enclosure





# DRAFT

Prepared by  
Richard J. Figura, Esq.  
March 3, 2011

**DEVELOPMENT AGREEMENT**  
**between**  
**THE CITY OF SWARTZ CREEK**  
**and**  
**BASIL G. ANDONI AND HIAM G. ANDONI**

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**THIS AGREEMENT** Is made this 14<sup>th</sup> day of March, 2011, 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 Basil G. Andoni and Hiam G. Andoni, husband and wife, of 5178 Wyndemere Square, Swartz Creek, Michigan 48473 (“Andonis”)

**WHEREAS**, the Andonis are the owners of that parcel of land legally described in Exhibit “A” (“Property”); and

**WHEREAS**, the Andonis propose to develop a mixed commercial retail development as a Planned Unit Development under the City’s zoning ordinance on the Property; and

**WHEREAS**, the Property is part of an area located at the southeast corner of Elms Road and Miller Road in the City 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 Elms-Miller Business Planned Unit Development, said Plan being dated October 25, 2010 and as amended on March 14, 2011, and is fully described in attached Exhibit “B” (“PUD”); and

**WHEREAS**, the Andonis are in the process of selling or developing building sites on the Property; and

**WHEREAS**, the Andonis have established, by way of that certain Reciprocal Easement, Roadway and Maintenance Agreement, access to the Property and the PUD from Elms Rd.; and

**WHEREAS**, the Andonis have secured all of the zoning approvals and other approvals required by law for the development of the Property as a PUD; and

**WHEREAS**, said approvals of the City are conditioned, in whole or in part, upon various agreements of and commitments made by the Andonis in connection with the plans for the development of the PUD; and

**WHEREAS**, the City and the Andonis wish to set forth in this Development Agreement

# DRAFT

Prepared by  
Richard J. Figura, Esq.  
March 3, 2011

all of the duties and responsibilities of both parties in connection with the development of the Property and the PUD, as well as the remedies for failure of a party to comply with said duties and/or responsibilities.

**NOW, THEREFORE,** the City and the Andonis 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) "City Council" means the city council for the City of Swartz Creek.
- C) "Elms Road Improvements Project" means those public improvements to Elms Road determined necessary for the Project and upon which approval of the PUD has been conditioned.
- D) "Planning Commission" means the planning commission for the City of Swartz Creek.
- E) "Project" means the development in various phases of a mixed retail commercial project in that certain PUD described as the Elms-Miller Business Planned Unit Development on the Property as set forth and described in the Project Plans, as approved by the Swartz Creek City Council after hearings on October 25, 2010 and November 22, 2010, with an amendment approved on March 14, 2011.
- F) "Project Plans" means the site plan, surveys, other drawings and any other written or graphic documentation submitted by the Andonis (and/or by FFH as they relate to the Project) 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", and have been approved by the Swartz Creek City Council after hearings on October 25, 2010 and November 22, 2010, with an amendment approved on March 14, 2011.
- G) "Property" means that certain property within the City which is legally described in Exhibit A attached hereto.
- H) "Public Improvements" mean public streets with associated drains, lighting, sidewalks and other related improvements, and all easements and rights of way granted to the public associated therewith.

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Richard J. Figura, Esq.  
March 3, 2011

## 2. The Project; Public Improvements.

The Project, as described in paragraph 1(E), above, consisting of the development in several phases of a mixed retail commercial project on the Property will be built in accordance with and as provided for in the Project Plans and will include certain Public Improvements consisting of road improvements to Elms Road, including, but not limited to, curbs, curb cuts, lane widening, lane restriping, signage, lighting, drainage and ditching to be constructed by the City as provided in paragraph 4 below.

## 3. Conditions and Acknowledgments.

The City' Council has approved the PUD subject to the following conditions and acknowledgments:

- a. The Project shall be developed solely in the manner set forth in the Project Plans, including, without limitation, the comments, recommendations and requirements set forth in the letter dated November 4, 2010 from Rowe Professional Services, the letter dated November 12, 2010 from Progressive AE and the letter dated November 16, 2010 from Thomas Svrcek, the City's Public Services Director, all of which letters are attached hereto as Exhibit "D".
- b. The Andoni's shall not engage in, participate in, or assist in any activity to develop the Property in any manner different from, or contrary to that described in the Project Plans for the PUD 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.
- c. The PUD and the Project Plans as approved by the Planning Commission and/or 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.
- d. As a condition for approval of the Project and for receiving driveway (curb cut) permits for access to Elms Road, the Andonis shall pay for public improvements to Elms Road as described in paragraph 4 below.
- e. As a condition for approval of the Project, the Andonis shall require the owners, lessees and/or occupants of any development sites on the Property to be jointly responsible for the maintenance with the Andonis and all other owners, lessees and/or occupants of said development sites for the maintenance of all

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March 3, 2011

private roads, drives, and parking areas on the Property. To that end, the Andonis acknowledge that they have established, as grantors, an easement over the Property for the benefit of any development sites now existing or hereafter created on the Property, and they shall record that certain Reciprocal Easement, Roadway and Maintenance Agreement ("Reciprocal Easement") executed by Basil G Andoni and Hiam G. Andoni, husband and wife ("Andonis"), dated \_\_\_\_\_.

- f. The City agrees that, for each phase of the PUD, it will require an acknowledgment of and agreement to the terms of the Reciprocal Easement on the part of other landowners, tenants and users seeking zoning approval for such phases.

#### **4. Elms Road Improvements.**

The Project includes the design, engineering and construction of certain Public Improvements to Elms Road as described on Exhibit "E" (the "Elms Road Improvement Project"). The Elms Road Improvement Project includes curbs, curb cuts, lane widening for a southbound left turn lane, and restriping. The City agrees to design, engineer and construct the Elms Road Improvement Project at its expense subject to being reimbursed for same by the Andonis. The City further agrees to complete the Elms Road Improvement Project by December 31, 2011. The City will provide the Andonis and their consulting engineer copies of the pre-bid plans to insure construction coordination with the development of the Project. The City acknowledges its responsibility for timely completion of the Elms Road Improvement Project, and agrees that it will not delay issuance of a certificate of occupancy for the FFH Phase by reason of any delay.

Construction of the Elms Road Improvement Project is conditioned on the Andonis paying to the City no later than May 15, 2011 the sum of \$65,100, said sum being the estimated total cost of said Public Improvements. Following the completion of the construction of the Elms Road Public Improvement Project, the City will return to the Andonis any amount of said sum remaining after paying all costs of construction for said improvements. If said sum is insufficient to fully pay for the cost of construction of said improvements, the Andonis shall, within 15 days after being notified of such insufficiency, pay to the City the full amount of said insufficiency. No occupancy permits for any portion of the Project shall be issued by the City if said sum is not paid by said date.

In lieu of paying said sum to the City, the Andonis may provide the City with a letter of credit in the amount of said estimated cost in a form and issued by a bank acceptable to the City's city manager and the City's legal counsel. If any payments to the City under said letter

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Richard J. Figura, Esq.  
March 3, 2011

of credit are insufficient to fully pay for the cost of construction of said improvements, the Andonis shall, within 15 days after being notified of such insufficiency, pay to the City the full amount of said insufficiency. No occupancy permits for any portion of the Project shall be issued by the City if said sum is not paid by said date.

## **5. Survey(s).**

The Andonis shall provide to the City a survey prepared and certified by a registered land surveyor clearly designating the boundaries of the Property, the location of the Reciprocal Easement, the location of each of the phases of the PUD, and the building sites for each phase, the traffic circulation and parking areas for each phase. 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 Andonis shall not permit any construction work for any phase of the PUD until all permits required from the City or any other governmental or regulatory agency have been issued.

## **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, at no cost to the City. 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.**

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

### **C) Dust control.**

The Andonis will provide dust control on the Property as necessary through the

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Richard J. Figura, Esq.  
March 3, 2011

application of water, dust control chemicals, mulch, or other method approved by the City Engineer.

## **D) Maintenance of on-site public streets, sidewalks or rights-of-way.**

The Andonis shall conduct all of their 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. The Andonis 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 the Andonis fail to do so within 24 hours, the City may remove such sand, gravel, dirt, clay, mud or construction materials and the Andonis shall pay the cost incurred by the City in doing so.

## **E) Environmental safety.**

The Andonis shall conduct all of their 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. The Andonis shall be responsible to and shall reimburse the City for any costs incurred by the City in the cleanup and remediation of any environmental contamination caused by the Andonis' activities in connection with the construction of the Project.

## **G) Public safety.**

The Andonis, 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/or safety of the public.

## **H) Worker Safety.**

The Andonis shall conduct all of their 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.**

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

# DRAFT

Prepared by  
Richard J. Figura, Esq.  
March 3, 2011

## 8. Default.

If the Andonis are in default of any of the terms of this Development Agreement or the Project Plans, the City may issue a stop work order to the Andonis and, upon receipt thereof, the Andonis 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 Andonis' default.

## 9. Extension of Responsibility.

Whenever a duty or obligation is imposed upon the Andonis by this Development Agreement or the Project Plans, or the Andonis are prohibited from taking any action under this Development 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 Andonis.

## 10. 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

With a copy to:

Richard J. Figura, Esq.  
SIMEN, FIGURA & PARKER, P.L.C.  
5206 Gateway Centre, Ste 200  
Flint, MI 48507

If to the Andonis:

Basil G. and Hiam G. Andoni  
5178 Wyndemere Square  
Swartz Creek, MI 48473



# DRAFT

Prepared by  
Richard J. Figura, Esq.  
March 3, 2011

With a copy to:

Robert M. Chimovitz, Esq.  
Robert M. Chimovitz, PC  
7550 S. Saginaw St., Ste 6  
Grand Blanc, MI 48439

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

## **11. Term.**

This Agreement shall commence on the date first set forth above, and the Andonis shall have until December 31, 2014 to complete construction of the Project in accordance with the terms of this agreement. If the Project is not completed by said date, the Andonis may apply for one 3 year extension which, if granted, will be under the same terms and conditions as set forth herein but only if the Andonis are not in default under any of the terms and conditions in this agreement as of December 14, 2011.

## **12. 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.

## **13. 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.

## **14. 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.

**DRAFT**  
Prepared by  
Richard J. Figura, Esq.  
March 3, 2011

**The Andonis**

**CITY OF SWARTZ CREEK**

\_\_\_\_\_  
Basil G. Andoni

\_\_\_\_\_  
Richard Abrams, Mayor

\_\_\_\_\_  
Hiam G. Andoni

\_\_\_\_\_  
Juanita Aguilar, Clerk

Approved as to form  
Richard J. Figura  
City Attorney

**DRAFT**

Prepared by  
Richard J. Figura, Esq.  
March 3, 2011

**DEVELOPMENT AGREEMENT  
between  
THE CITY OF SWARTZ CREEK  
and  
FAMILY FARM & HOME, INC.**

---

**THIS AGREEMENT** Is made this 14<sup>th</sup> day of March, 2011, 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 Family Farm & Home, Inc., a Michigan corporation, with principal offices at 1753 Madison, Muskegon, Michigan 49442 ("FFH")

**WHEREAS**, FFH has proposed to develop a commercial retail store ("FFH Store") in that certain Planned Unit Development known as the Elms-Miller Business Planned Unit Development ("PUD") located at the southeast corner of Elms and Miller roads in the City of Swartz Creek; and

**WHEREAS**, the site on which FFH plans to develop the FFH Store is that property legally described in Exhibit "A" ("FFH Site"); and

**WHEREAS**, the PUD, a site plan for the FFH Store and the FFH Site ("FFH Site Plan"), and a special land use permit for the FFH Store and the FFH Site ("FFH Special Land Use Permit") have been approved by the City after hearings on October 25, 2010 and November 22, 2010, with an amendment approved on March 14, 2011, approvals and conditions set forth in Exhibits "A: through "E"; and

**WHEREAS**, the approvals of the City are conditioned in whole or in part on certain agreements and commitments made by FFH in connection with the City's approval of the FFH Site Plan and the FFH Special Land Use Permit; and

**WHEREAS**, the City and FFH wish to set forth in this agreement ("FFH Development Agreement") all of the duties and responsibilities of both parties in connection with the development of the FFH Store and the FFH Site, as well as the remedies for failure of a party to comply with said duties and/or responsibilities.

**NOW, THEREFORE, THE CITY AND FFH AGREE AS FOLLOWS:**

**1. Definitions.**

# DRAFT

Prepared by  
Richard J. Figura, Esq.  
March 3, 2011

- A) "City" means the City of Swartz Creek, a Michigan Municipal Corporation with principal offices at 8083 Civic Drive, Swartz Creek, Michigan 48473.
- B) "FFH" means Family Farm & Home, Inc., a Michigan Corporation, with principal offices at 1753 Madison, Muskegon, Michigan 49442
- C) "FFH Store" means the retail Family Farm & Home store, the construction of which will take place on the FFH Site within the PUD and will be the first phase in the development of the PUD.
- D) "FFH Site Plan" means that site plan for the FFH Store on the FFH Site, after hearings and approval by the City on October 25, 2010 and November 22, 2010, with amendments thereto approved on March 14, 2011, and which was the basis for the special land use approval given by the City for the FFH Site and FFH Store, together with the conditions upon which the City's approval was based.
- E) "FFH Special Land Use Permit means that special land use permit for the FFH Store on the FFH Site within the PUD as approved by the City, together with the conditions upon which the City's approval was based.
- F) "PUD" means the Elms-Miller Business Planned Unit Development, after hearings and approval by the City on October 25, 2010 and November 22, 2010, with amendments thereto approved on March 14, 2011, together with the approved plans therefor and the development of which is the subject of a separate agreement between the City and Basil G. Andoni and Hiam G. Andoni, said agreement dated March 14, 2011 ("Andonis Development Agreement").

## **2. Conditions and Acknowledgments.**

The City' Council has approved the FFH Site Plan and the FFH Special Land Use Permit subject to the following conditions and acknowledgments:

- a. The FFH Site and the FFH Store shall be developed solely in the manner set forth in the FFH Site Plan and in compliance with the FFH Special Land Use Permit. FFH shall not engage in, participate in, or assist in any activity to develop the FFH Site or the FFH Store in any manner different from, or contrary to that described in the approved Final FFH Site Plan and FFH Special Land Use Permit unless appropriate changes are approved by the City in accordance with the procedures set forth in the City's Zoning Ordinance.

## DRAFT

Prepared by  
Richard J. Figura, Esq.  
March 3, 2011

- b. The FFH Store and the FFH Site Plan shall meet all standards and requirements of the City of Swartz Creek, County of Genesee WWS and the State of Michigan.
- c. As a condition for approval of the FFH Site Plan and the FFH Special Land Use Permit, FFH acknowledges that it has received a copy of that certain Reciprocal Easement, Roadway and Maintenance Agreement (“Reciprocal Easement”) executed by Basil G Andoni and Hiam G. Andoni, husband and wife (“Andonis”), dated \_\_\_\_\_, by which the Andonis established, as grantors, an easement over the property comprising the PUD for the benefit of FFH and any other subsequent owners and users of the Property. Further, FFH acknowledges that the Reciprocal Easement grants to it and to any other fee owner, lessee or occupant of any part of the Property, if any, the right, privilege and easement to use the land described in said reciprocal Easement for access, egress, parking, and storm drainage, all as more particularly described in the Reciprocal Easement. Along with acknowledging receipt of the Reciprocal Easement, FFH agrees to abide by the terms and conditions of said easement as if it were a party thereto, and also agrees that the Reciprocal Easement satisfactorily provides it with all of the access, egress and storm capacity required for the development of the FFH Site and the FFH Store within the PUD.
- d. The City agrees that, in the development of additional phases of the PUD, it will require the same acknowledgment of and agreement to the terms of the Reciprocal Easement on the part of other landowners, tenants and users seeking zoning approval for such further phases.
- e. The City agrees to allow FFH to delay the construction of sidewalks, as approved in the final site plan, along the north side of the FFH Parcel, until such a time that adjacent parcels to the west up to Elms Road are developed allowing connectivity to the southeast corner of Miller & Elms.

### **3. Survey.**

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

**DRAFT**  
Prepared by  
Richard J. Figura, Esq.  
March 3, 2011

**4. Further Approvals.**

FFH shall not commence work on the development of the FFH Site, 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; and
- C. Any other permits required by the County of Genesee and/or the State of Michigan.

**5. Development Activities.**

**A) Erosion control.**

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

**B) Dust control.**

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

**C) Maintenance of off-site public streets, sidewalks, etc.**

FFH 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. FFH 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 FFH fails to do so within 24 hours, the City may remove such sand, gravel, dirt, clay, mud or construction materials and FFH shall pay the cost incurred by the City in doing so.

**D) Environmental safety.**

FFH shall conduct all of its activities in connection with the construction of the FFH Store and the FFH Site so as not to cause any environmental contamination and shall comply with all environmental

**DRAFT**  
Prepared by  
Richard J. Figura, Esq.  
March 3, 2011

requirements of local, state and federal law. FFH 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 FFH's activities in connection with the construction of the FFH Store or the FFH Site.

**E) Public safety.**

FFH, 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.

**F) Worker Safety.**

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

**G) Toilet facilities.**

FFH will provide on-site toilet facilities as required by law for use by workers for the duration of the development of the FFH Store and the FFH Site

**6. Default.**

If FFH is in default of any of the terms of this Agreement or the FFH Site Plan or FFH Special Land Use Permit, the City may issue a stop work order to FFH and, upon receipt thereof, FFH shall immediately stop all work on the FFH Store and the FFH Site. In addition, the City may exercise any other remedy it may have under law or equity for FFH's default.

**7. "FFH" is all inclusive.**

Whenever a duty or obligation is imposed upon the FFH by this Agreement or the FFH Site Plan or the FFH Special Land Use Permit, or FFH is prohibited from taking any action under this Agreement or the FFH Site Plan or the FFH Special Land Use Permit, 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 FFH.

**8. Notices.**

**DRAFT**

Prepared by  
Richard J. Figura, Esq.  
March 3, 2011

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

With a copy to:

Richard J. Figura, Esq.  
SIMEN, FIGURA & PARKER, P.L.C.  
5206 Gateway Centre, Ste 200  
Flint, MI 48507

If to FFH:

Family Farm & Home, Inc.  
1753 Madison  
Muskegon, MI 4944

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**9. Term.**

FFH shall complete construction of the FFH Store and all improvements on the FFH Site within one (1) year from the date of this agreement. If all such construction is not completed by said date, FFH may apply for a one (1) year extension which, if granted, will be under the same terms and conditions as set forth herein but only if FFH is not in default under any of the terms and conditions in this agreement as of the date such application is made.

**10. 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.



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Prepared by  
Richard J. Figura, Esq.  
March 3, 2011

**11. 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.

**12. Entire Agreement.**

This FFH Development Agreement supersedes all previous or contemporaneous negotiations and/or agreements and constitutes the entire agreement between the parties with respect to the development of the FFH Store and the FFH Site. No verbal statements or prior written materials not specifically incorporated in this FFH Development Agreement have been relied upon by the parties in entering into this FFH Development Agreement.

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

**Family Farm & Home, INC.**

**CITY OF SWARTZ CREEK**

\_\_\_\_\_  
Its:

\_\_\_\_\_  
Richard Abrams, Mayor

\_\_\_\_\_  
Juanita Aguilar, Clerk

Approved as to form:  
Richard J. Figura  
City Attorney





# ROWE PROFESSIONAL SERVICES COMPANY

*Large Firm Resources. Personal Attention.<sup>sm</sup>*

June 4, 2010

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

RE: Springbrook East Paving Project  
Design and Construction Engineering Proposal

Dear Mr. Bueche:

Pursuant to your request, ROWE Professional Services Company is pleased to provide the city with a proposal to provide design and construction engineering services for the above referenced project. Based on the information you provided, the scope of work will involve pavement repair and overlay on the following streets in Springbrook East:

- Maya Lane – Miller to Russell Drive
- Russell Drive – Maya Lane to West Boundary Line
- Maple Crest Circle
- Lindsey Drive

We estimate construction improvements for the above listed streets at \$165,000. Attached is a breakdown of our fee of \$20,958 to perform design and construction engineering.

ROWE looks forward to another successful paving project with the City of Swartz Creek. If you have any questions, please contact me at (810) 341-7500.

Sincerely,  
ROWE Professional Services Company

  
Louis P. Flenry, P.E.  
Project Manager

Attachment

R:\sask\Proj\PROPOSAL\communities\swartz creek\paving project proposal rev.docx

**City of Swartz Creek  
Springbrook East Paving  
Design and Construction Engineering Fee Breakdown  
June 4, 2010**

---

1. Design Phase

***Field Work***

Layout project stationing; measure and mark out the pavement repair areas; measure and mark out the crack repair areas; determine intersection butt joint locations, measure road length and width and identify manhole and curb repair areas, drainage revision areas and possible underdrain improvement areas.

Project Engineer	4 hours @ \$99/hour	\$396
Construction Observer	8 hours @ \$88/hour	\$704
	Field Work Subtotal	\$1,100

***Plans, Specifications and Estimate (P, S & E)***

Review proposed improvements with city staff; develop plan sheets from field dimensions; indicate all pavement repair, curb and manhole repair, drainage improvements, crack repair, etc. on base plan drawings; develop quantities and preliminary engineer's estimate; put together contract documents and technical specifications; review final plans with City staff; advertise for bids; open bids, develop bid tabulation, review low bidder's qualifications, recommend award; and facilitate the preconstruction meeting.

Project Manager	8 hours @ \$116/hour	\$928
Project Engineer	40 hours @ \$99/hour	\$3,960
Engineering Technician	50 hours @ \$77/hour	\$3,850
	PS&E Subtotal	\$8,738

**Design Total** **\$9,838**

2. Construction Observation Phase: *(Based on 2 weeks anticipated construction time frame)*

We will provide full time construction observation, assist with and resolve any construction problems, perform road base density testing on any road undercutting and pavement base, monitor unit quantities, concrete testing, contract administration, contractor pay estimates, and coordination between the city, contractor and residents.

Project Manager	20 hrs @ \$116/hr	\$2,320
Construction Observer	10 hrs/day x 5days/wk x 2 wks @ \$88/hour	\$8,800

**Construction Administration Total** **\$11,120**

***Overall Design and Construction Engineering Total*** **\$20,958**

The cost breakdown above is estimated assuming that the contractor may take two weeks to construct the project, and that only one construction observer is necessary to keep up with the contractor's construction pace. The actual construction time may be more or less.

Work not included in this proposal:

- Construction Staking
- Easement Preparation
- Topographic Survey
- Pavement Cores





# ROWE PROFESSIONAL SERVICES COMPANY

*Large Firm Resources. Personal Attention. <sup>sm</sup>*

January 6, 2011

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

RE: Heritage Village Paving Project  
Design and Construction Engineering Proposal

Dear Mr. Bueche:

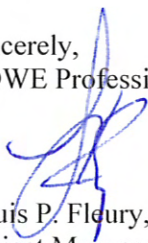
Pursuant to your request, ROWE Professional Services Company is pleased to provide the city with a proposal to provide design and construction engineering services for the above referenced project. Based on the information you provided, the scope of work will involve pavement repair and overlay on the following streets within Heritage Village:

- St. Charles Pass
- Heritage Blvd – St. Charles Pass to Wedgewood Drive
- Mansfield Drive
- Wedgewood Drive
- Concord Drive

We estimate construction improvements for the above listed streets at \$200,000. Attached is a breakdown of our fee of \$23,522 to perform design and construction engineering.

ROWE looks forward to another successful paving project with the City of Swartz Creek. If you have any questions, please contact me at (810) 341-7500.

Sincerely,  
ROWE Professional Services Company

  
Louis P. Fleury, P.E.  
Project Manager

Attachment

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GENESEE COUNTY DRAIN COMMISSIONER'S OFFICE

-DIVISION OF-  
WATER & WASTE SERVICES

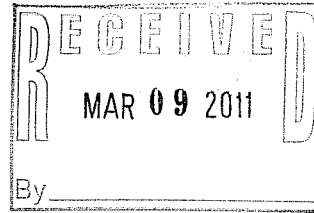
JEFFREY WRIGHT  
COMMISSIONER

G-4610 BEECHER ROAD • FLINT, MICHIGAN 48532-2617

PHONE (810) 732-7870 • FAX (810) 732-9773

March 8, 2011

Paul Bueche, Manager  
City of Swartz Creek  
8083 Civic Drive  
Swartz Creek, MI 48473-1498



Re: Sanitary Sewer System  
Water System

Dear Mr. Bueche:

This letter is a follow-up to your meeting with Commissioner Wright regarding the outstanding issues between the Division and the City. To date, there has been no progress so I am sending this letter to remind you of your obligations under the contracts:

Adopt a County-approved Sewer Use Ordinance.

Approve, by resolution, the Interjurisdictional Agreement.

Resolve your outstanding CCIF due to B-Permit issuances without verification.

The basis for each issue is based on our master agreements:

South Loop Water Contract of October 1, 1986, Paragraph 23:

Other than individual connections of private property to the public water mains, each municipality shall notify the county agency of each proposed connection, direct or indirect, to the system and shall submit plans and specifications for any additional water distribution facilities to be constructed by the municipality in accordance with the provisions of paragraph 14 hereof. **No connection, direct or indirect, to the system shall be made until the county agency shall have approved such connection.** The approval of additional distribution facilities shall be made by the county agency in accordance with rules and regulations to be established by the county agency (and revised from time to time as may be appropriate or necessary). The rules and regulations established by the county agency shall provide for such inspection of connections as may be appropriate or necessary.

Water Transmission and Supply System Amendment and Restatement Agreement of 2001:

Paragraph 15:

The charges for Water Services to the Municipalities shall be payable monthly or quarterly as shall be determined by the County Agency in accordance with a schedule of rates and charges promulgated from time to time by the County Agency, in amounts sufficient to provide for the purposes listed in paragraph 11 above, which rates and charges shall be based upon water usage



as calculated by the County Agency. The County Agency will make appropriate adjustments to the charges for water usage in any monthly period during which there is a failure of the water main and water is lost from the System through no fault of the Municipality. If any Municipality does not pay its charge for Water Services on the date when the same becomes due, then there shall be added to such charge a penalty of one percent (1%) for each month or fraction thereof for which the same remains unpaid. **The County Agency shall have the right to utilize any method permitted by law or by this Agreement for the collection of such charges, including, in the event any Municipality does not pay its charge for Water Services on the date when the same becomes due, the collection of connection charges, rates, charges or assessments for the services furnished, directly from the users and beneficiaries thereof.** Provided further that any such rates, charges or assessments, whether collected by the Municipality or the County Agency shall constitute a lien on the premises served, effective immediately upon the rendering of services thereto and the official records of the Municipality and/or the County Agency shall constitute notice of the pendency of such lien. **Each Municipality agrees that it will promptly pay any such charges for Water Services as imposed by the County Agency even if the Municipality shall dispute the amount imposed and thereafter the Municipality shall submit the dispute to a committee consisting of one representative appointed by the Municipality, one representative appointed by the County Agency, and one representative appointed by the Chairman of the Board of Commissioners of the County.** If such committee shall be unable to resolve the dispute, then the Municipality may institute legal proceedings to recover such monies as it shall have paid and are subject to the dispute.

Paragraph 16:

Each Municipality and the County Agency shall have the right to shut off services and deny the use of the System to any user or beneficiary thereof failing to pay any of the connection charges, rates, charges or assessments as fixed. **Any rates, charges or assessments remaining unpaid or delinquent for a period of 6 months or more may be certified by the Municipality charged with collection thereof or in the event such Municipality fails or refuses to do so, by the County Agency, to the tax assessing officer or agent of the taxing district wherein the lands served are located and shall then be entered upon the County tax rolls against the premises to which such services have been rendered. The same shall be collected and the lien shall be enforced in accordance with the provisions of the general tax laws of the State.**

Paragraph 18:

Other than individual connections of private property to public watermains, each Municipality shall notify the County Agency of each proposed Connection to the System, whether a Direct Connection or an Indirect Connection, and shall submit plans and specifications for any additional water distribution facilities to be constructed by the Municipality in accordance with the provisions of paragraph 7 hereof. **No Connection to the System, whether a Direct Connection or an Indirect Connection, shall be made until the County Agency shall have approved such Connection.** The approval of additional water supply or distribution facilities shall be made by the County Agency in accordance with rules and regulations to be established by the County Agency therefore as provided under Act 342 and the laws of the State and such rules and regulations may be revised from time to time as deemed necessary or appropriate by the County Agency. The rules and regulations established by the County Agency shall provide for such inspection of Connections to the System as may be appropriate or necessary.



Paragraph 25:

**The County Agency shall have the authority to charge a County Capital Improvement Fee (“CCIF”) for each new Connection to the System, whether as a Direct Connection or an Indirect Connection.** The CCIF for new Connections to the System from Additional Municipalities shall be 1.5 times the rate charged to the original Municipalities. The CCIF shall be payable at the time of application for a sewer permit. The CCIF shall be used to reduce the debt service requirements of the Municipalities by (i) purchase of outstanding Bonds on the open market, or (ii) subject to provisions of the Code, retained or escrowed by the County Agency as a reserve for payment of the interest and/or principal on the Bonds next falling due. In the alternative, and subject to the provisions of the Code and the Bond Ordinance, such fees may be used or reserved by the County Agency for further extensions, enlargements or improvements to the System.

Sanitary Sewage Disposal Contract No. 1, dated May 1, 1964:

Paragraph 18:

Each of the municipalities reserves the right to establish rates to be collected from its individual users in an amount sufficient to pay its sewage disposal service charges to the county when due. Such rates may be fixed and established in such amount as will produce additional moneys for such municipality to be used for any lawful purposes pertaining to sewage disposal or to sewage disposal and water supply in event of a joint municipal system.

**All connections to the sanitary sewer interceptors of the System made during construction of the project, or after the completion thereof, shall be made by the municipality so connecting at its expense after first securing a permit therefore from the County Agency.** No municipality, under this contract, shall construct or permit the construction of any sanitary sewer in the area to be served by the System, which does not connect directly or indirectly to the System, or construct or permit the construction of any sewage treatment plant or facility within such area without the approval of the County Agency.

Paragraph 20:

**The County Agency shall have the right to deny the use of the sanitary sewer interceptors of the System to any municipality which shall be delinquent for a period of ninety (90) days in the payment of any of the payments or charges due from it to the county while such delinquency continues.** The foregoing may be accomplished by blocking off the sewers discharging sewage directly or indirectly, into the System, or by any other lawful means.

Paragraph 21:

Each municipality shall be responsible for the character of the sewage originating therein and **shall comply with the County Agency’s standards and regulations controlling the discharge of industrial and/or commercial type wastes** into the System. If the character of sewage contributed from any municipality or individual user shall be such that it imposes an unreasonable additional burden upon the System, then an additional charge shall be made over and above the regular service charged, or it may be required that such sewage be treated before being emptied into the System, or the right to empty such said sewage into the System may be denied, if necessary, for the protection of the said System or the public health or safety.

Sanitary Sewage Disposal System Amendment and Restatement Agreement of 2001:

Paragraph 15:

The charges for Sewer Services to the Municipalities shall be payable monthly or quarterly as shall be determined by the County Agency in accordance with a schedule of rates and charges promulgated from time to time by the County Agency, in amounts sufficient to provide for the purposes listed in paragraph 11 above, which rates and charges shall be based upon usage of the Sewer Services as calculated by the County Agency. If any Municipality does not pay its charge for Sewer Services on the date when the same becomes due, then there shall be added to such charge a penalty of one percent (1%) for each month or fraction thereof for which the same remains unpaid. **The County Agency shall have the right to utilize any method permitted by law or by this Agreement for the collection of such charges, including, in the event any Municipality does not pay its charge for Sewer Services on the date when the same becomes due, the collection of connection charges, rates, charges or assessments for the services furnished, directly from the users and beneficiaries thereof.** Provided further that any such rates, charges or assessments, whether collected by the Municipality or the County Agency shall constitute a lien on the premises served, effective immediately upon the rendering of services thereto and the official records of the Municipality and/or the County Agency shall constitute notice of the pendency of such lien. **Each Municipality agrees that it will promptly pay any such charges for Sewer Services as imposed by the County Agency even if the Municipality shall dispute the amount imposed and thereafter the Municipality shall submit the dispute to a committee consisting of one representative appointed by the Municipality, one representative appointed by the County Agency, and one representative appointed by the Chairman of the Board of Commissioners of the County.** If such committee shall be unable to resolve the dispute, then the Municipality may institute legal proceedings to recover such monies as it shall have paid and are subject to the dispute.

Paragraph 16:

Each Municipality and the County Agency shall have the right to shut off services and deny the use of the System to any user or beneficiary thereof failing to pay any of the connection charges, rates, charges or assessments as fixed. **Any rates, charges or assessments remaining unpaid or delinquent for a period of 6 months or more may be certified by the Municipality charged with collection thereof or in the event such Municipality fails or refuses to do, by the County Agency, to the tax assessing officer or agent of the taxing district wherein the lands served are located and shall then be entered upon the County tax rolls against the premises to which such services have been rendered. The same shall be collected and the lien shall be enforced in accordance with the provisions of the general tax laws of the State.**

Paragraph 18:

Other than individual connections of private property to public sanitary sewers, each Municipality shall notify the County Agency of each proposed Connection to the System, whether a Direct Connection or an Indirect Connection, and shall submit plans and specifications for any additional sewer collection facilities to be constructed by the Municipality in accordance with the provisions of paragraph 7 hereof. **No Connection to the System, whether a Direct Connection or and Indirect Connection, shall be made until the County**

**Agency shall have approved such Connection.** The approval of additional collection facilities shall be made by the County Agency in accordance with rules and regulations to be established by the County Agency therefore as provided under Act 342 and the laws of the State and such rules and regulations may be revised from time to time as deemed necessary or appropriate by the County Agency. The rules and regulations established by the County Agency shall provide for such inspection of Connections to the System as may be appropriate or necessary.

Paragraph 25:

**The County Agency shall have the authority to charge a County Capital Improvement Fee (“CCIF”) for each new Connection to the System, whether as a Direct Connection or an Indirect Connection.** The CCIF for new Connections to the System from Additional Municipalities shall be 1.5 times the rate charged to the original Municipalities. The CCIF shall be payable at the time of application for a sewer permit. The CCIF shall be used to reduce the debt service requirements of the Municipalities by (i) purchase of outstanding Bonds on the open market, or (ii) subject to provisions of the Code, retained or escrowed by the County Agency as a reserve for payment of the interest and/or principal on the Bonds next falling due. In the alternative, and subject to the provisions of the Code and the Bond Ordinance, such fees may be used or reserved by the County Agency for further extensions, enlargements or improvements to the System.

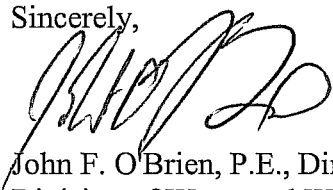
Failure to take action on these items will result in the following:

1. The County Agency will revoke your right to issue B-Permits for connection to the water or sewer system.
2. The County Agency will pursue collection of your debt through the County Treasurer.
3. The County Agency will not issue S-Permits for the expansion of the sewer system until the City comes into compliance with its obligations under the contracts.

You may appeal this decision to the County Agency, Jeff Wright, prior to any action being taken.

The restriction will take place 30 calendar days from receipt of this letter if no action is taken.

Sincerely,



John F. O'Brien, P.E., Director  
Division of Water and Waste Services

JFO:kt

Enclosures

CC: Jeff Wright  
Mayor Richard Abrams  
Kevin Kilby, Esq.  
George Davis, Esq.

**AMENDMENT AND RESTATEMENT OF  
GENESEE COUNTY WATER SUPPLY SYSTEM - SOUTHERN LOOP SECTION CONTRACT  
AND  
GENESEE COUNTY WATER SUPPLY SYSTEM - NORTHERN LOOP SECTION CONTRACT  
AND  
GENESEE COUNTY WATER TRANSMISSION AND SUPPLY SYSTEM AGREEMENT**

THIS AMENDMENT AND RESTATEMENT OF CONTRACTS AND WATER TRANSMISSION AND SUPPLY SYSTEM AGREEMENT, (the "Agreement") made and entered into as of the 1<sup>st</sup> day of May, 2001, by and between the COUNTY OF GENESEE, a Michigan County Corporation (hereinafter referred to as the "County") by and through its Drain Commissioner, as the County Agency (hereinafter sometimes referred to as the "County Agency"), party of the first part; and the Townships of Clayton, Davison, Flint, Flushing, Gaines, Genesee, Grand Blanc, Montrose, Mt. Morris, Mundy, Richfield, Thetford and Vienna and the Cities of Burton, Clio, Mt. Morris, Montrose and Swartz Creek, being townships and cities located in the County (hereinafter referred to collectively as the "Municipalities"); parties of the second part;

WITNESSETH:

WHEREAS, the County, by resolution of its Board of Supervisors, pursuant to the powers vested in it under the provisions of Act 342, Public Acts of Michigan 1939, as amended (hereinafter sometimes referred to as "Act 342" or the "Act") did approve the establishment of the Genesee County Water Supply System (the "System") to provide water supply, transmission mains and all other facilities necessary to supply water to the Genesee County Water Supply District (the "District"), which District includes all of the areas of the Municipalities; and

WHEREAS, pursuant to the provisions of Act 342, the County has designated the County Drain Commissioner as the County Agency in connection with the establishment, maintenance and control of the management and operation of the System which consists of all facilities necessary to transmit and supply water to the District, and has further designated the County Agency as the person to have supervision and control of the operation of the System and as the person authorized to extend by laterals and

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connections, and to improve, repair, manage and/or operate such improvements, facilities and service of and situated within any units of government by terms of contracts and agreements therefor to be entered into between such County Agency and said Municipalities as provided in said Act; and

WHEREAS, by contract dated June 1, 1986, the County Agency and the Townships of Clayton, Davison, Flint, Flushing, Genesee, Grand Blanc, Mt. Morris, Mundy and Vienna and the Cities of Burton, Mt. Morris, Montrose and Swartz Creek (the "Southern Loop Municipalities"), pursuant to the provisions of Section 5a of Act 342, entered into an agreement for a term of 40 years, approving the establishment of the Genesee County Water Supply System – Southern Loop Section (the "Southern Loop Base Contract"), providing for the acquisition, construction and financing of a system of water supply facilities to serve the Southern Loop Municipalities and for the payment of a proportionate share of the costs thereof by each of the Southern Loop Municipalities, authorizing the County, by appropriate action of its governing body to issue bonds to provide funds therefor, to be secured primarily by the full faith and credit contractual obligations of the Southern Loop Municipalities and secondarily by the full faith and credit of the County if duly authorized by its governing body. The Southern Loop Base Contract also contained provisions regarding collection and payment of the costs of the facilities and water service charges from the Southern Loop Municipalities, the allocation of costs between the Southern Loop Municipalities, the allocations of capacity for water transmission and supply for each of the Southern Loop Municipalities, and certain other provisions as required and/or provided under Act 342; and

WHEREAS, by contract dated October 1, 1986, the County Agency and the Townships of Clayton, Flint, Flushing, Gaines, Montrose and Mt. Morris and the Cities of Clio and Flushing (the "Northern Loop Municipalities"), pursuant to the provisions of Section 5a of Act 342, entered into an agreement for a term of 40 years, approving the establishment of the Genesee County Water Supply System – Northern Loop Section (the "Northern Loop Base Contract"), providing for the acquisition, construction and financing of a system of water supply facilities to serve the Northern Loop Municipalities and for the payment of a proportionate share of the costs thereof by each of the Northern Loop

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Municipalities, authorizing the County, by appropriate action of its governing body to issue bonds to provide funds therefor, to be secured primarily by the full faith and credit contractual obligations of the Northern Loop Municipalities and secondarily by the full faith and credit of the County if duly authorized by its governing body. The Northern Loop Base Contract also contained provisions regarding collection and payment of the costs of the facilities and water service charges from the Northern Loop Municipalities, the allocation of costs between the Northern Loop Municipalities and the allocations of capacity for water transmission and supply for each of the Northern Loop Municipalities, and certain other provisions as required and/or provided under Act 342; and

WHEREAS, pursuant to the provisions of Act 342 and designation of the County Agency as the person to have supervision and control of the management and operation of the System, the County Agency has the duty and power to make and execute proposed alterations, changes and extensions of the improvements, facilities or services authorized in said Act; to obtain or prepare data for and determine rates, charges, and assessments to be imposed and collected for any improvements, facilities and services authorized under said Act; to review and make adjustments of rates, charges, and assessments where the same are deemed excessive or inadequate; to enter into and execute agreements with units of government for the use of any such improvement, facilities or services and the collection of rates, charges and assessments; and to make all necessary rules governing the use and operation of such improvements, facilities or services; and

WHEREAS, the County Agency has determined that the acquisition and construction of certain extensions and improvements to the System are necessary for the public health and welfare of the residents of the Municipalities and the County; and

WHEREAS, pursuant to its authority and duties under Act 342, the County Agency has obtained maps, plans, designs, specifications and estimates for the required improvements and extensions to the System, described therein as the *Genesee County Water Supply System – Northern Loop Phase III Section* consisting of the facilities described in Exhibit A attached hereto and incorporated herein (hereinafter sometimes

referred to as the "Project"), which Project shall become a part of the System, and has filed the same with the Board of Commissioners of the County; and

WHEREAS, pursuant to Act 342, the County Agency and each Municipality that is a party to the Southern Loop Base Contract and the Northern Loop Base Contract, as applicable (hereinafter referred to collectively as the "Base Contracts") wishes to amend and restate its rights and obligations under each of the Base Contracts, as applicable, to reaffirm each of its respective duties and obligations under each of the Base Contracts, as applicable, with respect to any bonds issued thereunder and secured thereby that remain outstanding until all bonds outstanding under such Base Contracts, as the case may be, have been paid at maturity, redeemed prior thereto or otherwise defeased; and

WHEREAS, pursuant to the provisions of Act 342, the County, acting through its County Agency, and the Municipalities are authorized to enter into agreements for a term of up to but not exceeding forty (40) years for the acquisition, construction and financing of improvements to the System and for the payment of the cost of the improvements and financing thereof from funds collected as connection charges, rates, charges or assessments from the users and beneficiaries of the improvements, facilities and services, or from any other fund available which may be validly used for such purposes, which agreements may provide for collection by the contracting unit of government or the County Agency; and

WHEREAS, pursuant to the provisions of Section 7 of Act 342, as a method of financing authorized improvements pursuant to said Act, the County is authorized to issue self-liquidating revenue bonds to provide the funds for projects undertaken pursuant thereto and as additional security for the payment of such bonds, if authorized by a majority vote of the members elect of its County Board of Commissioners as a part of the ordinance authorizing the issuance of such bonds, to pledge the full faith and credit of the County for payment of the principal of and interest on said bonds; and

WHEREAS, the Project is necessary for the public health and welfare of the residents of the Municipalities and the County and the parties hereto have concluded that

said Project should be financed by the issuance of self-liquidating revenue bonds in accordance with the provisions of Section 7 of Act 342; and

WHEREAS, in order to issue such bonds, it is necessary that the County Agency and the Municipalities enter into an agreement providing for payment to the County for the services of the System, including the cost of construction and maintenance thereof, from funds collected as connection charges, rates, charges and assessments from the users and beneficiaries thereof and to make all necessary rules governing the use and operation of the improvements, facilities and services of the System as hereinafter provided; and

WHEREAS, pursuant to Act 342, the County Agency and the Municipalities wish to enter into an agreement for the purpose of setting forth terms for the acquisition, construction and financing of the Project; and for payment of the costs of administration, operation and maintenance of the System from funds collected as connection charges, rates, charges and assessments from the users and beneficiaries thereof and to make all necessary rules governing the use and operation of the improvements, facilities and services of the System as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and the covenants of each other, the parties hereto agree as follows:

#### Definitions

In addition to the words and terms defined elsewhere herein, the following words and phrases as used in this Agreement shall have the following meanings unless the context or use indicates another or different meaning or intent:

“Act 342” or the “Act” means Act 342, Public Acts of Michigan, 1939, as amended.

“Additional Capacities” means the increased Capacity in the System created by the Project.



"Additional Municipalities" means any municipality that was not an original party to this Agreement.

"Base Contracts" means the Genesee County Water Supply System - Southern Loop Section contract dated as of June 1, 1986 and the Genesee County Water Supply System - Northern Loop Section contract entered into between the County and the respective municipalities that were parties to the respective contracts, as described in the preamble hereto.

"Bond Ordinance" means the ordinance or ordinances authorizing the issuance of the Bonds to finance the Project.

"Bonds" means self-liquidating revenue bonds to be issued by the County, in one or more series, in an aggregate principal amount of not to exceed \$33,500,000 to finance the Project.

"Capacity" or "Capacities" means the ability to transmit and supply water to each Municipality, expressed in units.

"Code" means the Internal Revenue Code of 1986, as amended.

"Connection" or "Connections" means the connection facility or point of access from the System to the distribution facilities of a Municipality and includes both Direct Connections and Indirect Connections.

"County" means the County of Genesee.

"County Agency" means the Genesee County Drain Commissioner.

"Current Capacity" or "Current Capacities" means the Capacity of each Municipality prior to construction of the Project, as set forth in Exhibit C hereto.

“Direct Connection” means the Connection of a user onto the System as constructed.

“Excess Proceeds” means proceeds of the Bonds remaining after completion of the Project and payment of all costs thereof including costs related to the issuance of the Bonds but not including any funds required or permitted to be maintained in a reserve account established pursuant to the Bond Ordinance.

“Indirect Connection” means the Connection of a user onto the water supply and distribution facilities of a Municipality which are connected to and distribute water that flows from the System as constructed.

“Municipalities” means the Townships of Clayton, Davison, Flint, Flushing, Gaines, Genesee, Grand Blanc, Montrose, Mt. Morris, Mundy, Richfield, Thetford and Vienna and the Cities of Burton, Clio, Mt. Morris, Montrose and Swartz Creek.

“Municipality” means each or any of the Municipalities individually, as the context indicates.

“Project” means the extensions and improvements to the System known as *“The Genesee County Water Supply System – Northern Loop Phase III Section”* consisting of the facilities described in Exhibit A attached hereto.

“State” means the State of Michigan.

“System” means The Genesee County Water Supply System.

“Water Services” means the transmission and supplying of water to the Municipalities through the facilities of the System.

1. The County Agency and each Municipality which is a party under any of the Base Contracts, hereby amends and restates its respective rights and obligations under

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such Base Contracts, as applicable, and reaffirms each of its respective duties and obligations under such Base Contract with respect to any bonds issued thereunder and secured thereby that remain outstanding until all bonds outstanding under such Base Contract, as the case may be, have been paid at maturity, redeemed prior thereto or otherwise defeased.

2. The County and the Municipalities approve the acquisition and construction of extensions and improvements to the System to serve the Municipalities pursuant to the provisions of Act 342 and approve the designation of such extensions and improvements as "*The Genesee County Water Supply System – Northern Loop Phase III Section*" (the "Project"). The Project to be acquired and constructed pursuant to the provisions of this Agreement shall consist of the water supply and distribution facilities shown and described on Exhibit A which is attached hereto and by this reference is made a part hereof. The Project shall be acquired and constructed substantially in accordance with the preliminary plans which have been secured by the County Agency and in accordance with the final plans and specifications to be secured by the County Agency. Each Municipality acknowledges that it has been given the opportunity to review preliminary plans for the Project secured by the County Agency, and has and hereby does approve those preliminary plans. Each Municipality agrees and consents to the establishment and location of the Project within its corporate boundaries as set forth in Exhibit A hereto and to use by the County of its streets, highways, alleys, lands, rights-of-way or other public places for the purpose and facilities of the Project and/or the System and any improvements, enlargements or extensions thereof and agrees that, in order to evidence and effectuate the foregoing agreement and consent, it will execute and deliver to the County Agency such grants of easement, right-of-way, licenses, permits or consents as may be requested by the County Agency. Plans for the improvements to the System, including but not limited to the Project, which are to be located within a Municipality will be submitted by the County Agency to such Municipality for its review prior to the publication of advertisements for construction bids. The plans will be deemed to be approved thirty (30) days after such submission unless prior to said date, the County Agency has received written objections from such Municipality based upon the written opinion of a qualified professional engineer that such plans are inadequate. Notwithstanding the foregoing,

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variations which do not materially change the location, capacity or overall design of said Project may be permitted upon the authority of the County Agency if such variations will not require the issuance of additional bonds. Other variations or changes may be made if approved by the County Agency and by resolution of the governing body of the Municipality within which such change is to be located.

3. The County and the Municipalities hereby approve the estimate of \$33,500,000 as the estimated total cost of the Project, as set forth on Exhibit B which is attached hereto and by this reference is made a part hereof, and the period of not less than 50 years as the period of usefulness of the Project.

4. The County Agency shall take or cause to be taken all actions required or necessary, in accordance with Act 342, including, but not limited to those actions permitted or required under Section 7 of said Act, to procure the issuance and sale of self-liquidating revenue bonds by the County, in one or more series, in an aggregate principal amount of not to exceed \$33,500,000 (hereinafter sometimes referred to as the "Bonds"), to defray the portion of the total cost of the Project which is in excess of funds available from other sources. Such Bonds shall be issued in anticipation of, and be payable primarily from revenues of the System as hereinafter provided, and shall be secured secondarily, upon the required majority vote by the Board of Commissioners of the County as part of the ordinance authorizing the issuance of such Bonds, by the pledge of the full faith and credit of the County, and said Bonds shall be payable in annual maturities the last of which shall be not more than forty years from the date hereof.

5. The County Agency shall proceed to take bids for the acquisition and construction of the Project and, upon due authorization, sale and delivery of said Bonds, shall enter into construction contracts with the lowest responsible bidder or bidders, procure from the contractors all necessary and proper performance and construction bonds, cause the Project to be acquired and constructed within a reasonable time, and do all other things required by this Agreement and the laws of the State.

6. In the event that it shall become necessary to increase the estimated cost of the Project or the amount thereof to be financed by the Bonds, whether as the result of variations or changes made in the approved plans or otherwise or in the event the County has previously issued or contracted to sell Bonds to pay all or part of the cost of the Project and the issuance of additional bonds is determined by the County Agency after consultation with the Municipalities to be necessary to pay such increased, additional or excess costs as are essential to completion of the Project according to the plans approved prior to the time of issuance and sale of the previous Bonds issued therefore; then (without execution of any further contract or agreement or amendment of this Agreement), upon the adoption of a duly authorized resolution therefor by the County Board of Commissioners, bonds of the County shall be issued to defray such increased or excess costs, to the extent that funds therefor are not available from other sources. Notwithstanding the foregoing, no such increase or excess costs shall be approved and no such increased or additional bonds of the County shall be authorized to be issued, nor shall the County enter into any contract for acquisition or construction of the Project or any part thereof or incur any obligation therefor which exceeds by more than 10% the estimated cost as hereinbefore approved, unless the governing body of each Municipality shall have previously adopted a resolution approving such increase.

7. The proceeds of sale of the Bonds shall be used solely and only to pay the cost of the Project, and after completion thereof and payment of all costs in connection therewith, any Excess Proceeds remaining from the sale of the Bonds shall be (1) used or escrowed in conformity with the provisions of the Code for payment of interest and/or principal on the Bonds, (2) used to purchase outstanding Bonds on the open market or (3) in the alternative, upon request of all of the Municipalities subject to the terms of this Agreement and approval of the Board of Commissioners of the County, and subject to limitations of the provisions of the Code and the ordinance authorizing the issuance of such Bonds, used for further extensions, enlargements or improvements to the System.

8. The County shall not be obligated to acquire or construct any facilities other than the Project. The responsibility for providing such additional facilities as may be needed by each Municipality to access the System, including the Project to be constructed

as a part thereof, shall be that of each Municipality. Each Municipality shall have the right to cause additional facilities as may be needed to access the System, to be constructed and maintained either directly or indirectly through the County Agency as provided by the Act. If such additional facilities are not to be constructed through the office of the County Agency, then all plans and specifications for such additional facilities shall, prior to the commencement of construction, be submitted to the County Agency for approval and permit and no such construction shall commence until such plans and specifications shall have been endorsed "*Approved*" and a permit therefor shall have been issued by the County Agency, which approval and permit shall not be unreasonably withheld. It shall be the duty and responsibility of the County Agency to inspect the construction of all new facilities that have access to the System and no such facilities shall be connected to the System in violation of the provisions of this Agreement.

9. The System shall, upon completion of the Project, have the capacity to transport and deliver an average of 25 million gallons of water per day to the Municipalities.

10. The County Agency shall operate and maintain the System and, upon completion of the Project, shall furnish Water Services to the Municipalities through the facilities of the System. Each Municipality may make Indirect Connections to the System for distribution of water to individual users. Each Municipality shall be responsible for the distribution of water to individual users within their Municipality and shall be limited to their purchased capacity in the System.

11. Each Municipality shall pay to the County Agency such charges for Water Services supplied to the Municipality through the System as shall be established by the County Agency from time to time, which charges shall be sufficient to provide:

- (a) For all costs of administering, operating and maintaining the System and for the cost of Water Services to the Municipality provided through the facilities of the System;

(b) For the payment of the interest upon and the principal of all Bonds payable from the revenues of the System, as and when the same shall become due and payable; and

(c) For the establishment and maintenance of reserve funds in such amounts as shall be determined by the County Agency to be necessary and as shall be required and/or permitted under the Bond Ordinance and subject to any applicable limitations thereon of the Code.

12. The Municipalities agree to pay the County Agency such charges as shall be sufficient to provide funds to meet the obligations expressed in paragraph 11 above and rates shall be fixed for this purpose from time to time by the County Agency in accordance with the provisions of this Agreement and Act 342. Such rates shall be subject to review as provided by law.

13. The County Agency shall make provisions for adequate monitoring of the use of the System by the Municipalities and if the total amount of water used by the Municipalities exceeds the average Capacity of the System, an additional charge will be made to those Municipalities whose use exceeds their connected Capacity in the System. The County Agency may establish the additional charge and all sums of money collected on account of such additional charges shall be used to operate and maintain the System or to construct additional facilities.

14. The County Agency will make appropriate adjustments to the charges for Water Services provided in any monthly period if a Municipality meters its flow of water from the System at the points where the water main of the System enters and leaves the Municipality, and will make appropriate adjustments to the charges for water usage in any monthly period during which there is a failure of the water main and water is lost from the System through no fault of the Municipality. Upon payment of the cost thereof by the requesting Municipality, the County Agency will assist in the design and construction of a metering system to meter and measure the flow of water from the System. Any such metering system shall become a part of the System.

15. The charges for Water Services to the Municipalities shall be payable monthly or quarterly as shall be determined by the County Agency in accordance with a schedule of rates and charges promulgated from time to time by the County Agency, in amounts sufficient to provide for the purposes listed in paragraph 11 above, which rates and charges shall be based upon water usage as calculated by the County Agency. The County Agency will make appropriate adjustments to the charges for water usage in any monthly period during which there is a failure of the water main and water is lost from the System through no fault of the Municipality. If any Municipality does not pay its charge for Water Services on the date when the same becomes due, then there shall be added to such charge a penalty of one per cent (1%) for each month or fraction thereof for which the same remains unpaid. The County Agency shall have the right to utilize any method permitted by law or by this Agreement for the collection of such charges, including, in the event any Municipality does not pay its charge for Water Services on the date when the same becomes due, the collection of connection charges, rates, charges or assessments for the services furnished, directly from the users and beneficiaries thereof. Provided further that any such rates, charges or assessments, whether collected by the Municipality or the County Agency shall constitute a lien on the premises served, effective immediately upon the rendering of services thereto and the official records of the Municipality and/or the County Agency shall constitute notice of the pendency of such lien. Each Municipality agrees that it will promptly pay any such charges for Water Services as imposed by the County Agency even if the Municipality shall dispute the amount imposed and thereafter the Municipality shall submit the dispute to a committee consisting of one representative appointed by the Municipality, one representative appointed by the County Agency, and one representative appointed by the Chairman of the Board of Commissioners of the County. If such committee shall be unable to resolve the dispute, then the Municipality may institute legal proceedings to recover such monies as it shall have paid and are subject to the dispute.

16. Each Municipality and the County Agency shall have the right to shut off services and deny the use of the System to any user or beneficiary thereof failing to pay any of the connection charges, rates, charges or assessments as fixed. Any rates, charges



or assessments remaining unpaid or delinquent for a period of 6 months or more may be certified by the Municipality charged with collection thereof or in the event such Municipality fails or refuses to so do, by the County Agency, to the tax assessing officer or agent of the taxing district wherein the lands served are located and shall then be entered upon the County tax rolls against the premises to which such services have been rendered. The same shall be collected and the lien shall be enforced in accordance with the provisions of the general tax laws of the State.

17. Each Municipality reserves the right to establish rates to be collected from users or beneficiaries of the System in amounts sufficient to pay its charges for Water Services to the County Agency when due. Such rates may be fixed and established in such amounts as will produce additional moneys for such Municipality to be used for any lawful purposes.

18. Other than individual connections of private property to public water mains, each Municipality shall notify the County Agency of each proposed Connection to the System, whether a Direct Connection or an Indirect Connection, and shall submit plans and specifications for any additional water distribution facilities to be constructed by the Municipality in accordance with the provisions of paragraph 7 hereof. ~~No Connection to the System, whether a Direct Connection or an Indirect Connection, shall be made until the County Agency shall have approved such Connection.~~ The approval of additional water supply or distribution facilities shall be made by the County Agency in accordance with rules and regulations to be established by the County Agency therefor as provided under Act 342 and the laws of the State and such rules and regulations may be revised from time to time as deemed necessary or appropriate by the County Agency. The rules and regulations established by the County Agency shall provide for such inspection of Connections to the System as may be appropriate or necessary.

19. The Municipalities and the County Agency covenant and agree that they will each comply with their respective duties and obligations under the terms of this Agreement promptly, at the times and in the manner herein set forth. This Agreement may be amended or revised only by written agreement of the parties hereto.

20. The parties hereto agree that the costs and expenses of defending any lawsuits arising directly or indirectly out of this Agreement or the construction or financing of the Project, to the extent that such costs and expenses are chargeable against the County or the County Agency, shall be deemed to constitute a part of the cost of the Project and shall be paid by the County in the same manner as herein provided with respect to other costs of the Project.

21. This Agreement shall become effective after approval of the legislative bodies of the Municipalities and the Board of Commissioners of the County, and execution by the authorized officials of the parties and shall terminate upon the earlier of: payment in full or other defeasance of all Bonds issued to finance the Project or forty (40) years from its date. This Agreement may be executed in several counterparts; and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and is contingent upon the County issuing its Bonds to defray the cost of acquisition and construction of the Project and nothing herein contained shall require the County to acquire, construct or operate the Project if it is unable to issue and sell the Bonds to finance the same.

22. The County Agency shall be the holder of the Additional Capacities in the System created by the Project. The Additional Capacities shall be held in terms of available capacity units.

23. The County Agency shall have the authority to extend this Agreement under Act 342 to Additional Municipalities in order to provide Water Services to such Additional Municipalities, which extensions shall not reduce the available capacity to the Municipalities stated in paragraph 9 of this Agreement unless the Water and Waste Services Advisory Board has approved such reduction.

24. Those Municipalities that choose not to enter into this Agreement shall retain their Current Capacity in the System as set forth in Exhibit C hereto. The County Agency shall be obligated to supply and deliver each such Municipality's existing Current Capacity,

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but shall not be obligated to issue any additional Direct Connections or Indirect Connections to the System. If any Municipality chooses to enter into this Agreement after the effective date hereof, it shall be deemed an Additional Municipality, subject to the provisions of paragraphs 23 and 25 hereof.

25. The County Agency shall have the authority to charge a County Capital Improvement Fee ("CCIF") for each new Connection to the System, whether as a Direct Connection or an Indirect Connection. The CCIF for new Connections to the System from Additional Municipalities shall be 1.5 times the rate charged to the original Municipalities. The CCIF shall be payable at the time of application for a water permit. The CCIF shall be used to reduce the debt service requirements of the Municipalities by (i) purchase of outstanding Bonds on the open market, or (ii) subject to provisions of the Code, retained or escrowed by the County Agency as a reserve for payment of the interest and/or principal on the Bonds next falling due. In the alternative, and subject to the provisions of the Code and the Bond Ordinance, such fees may be used or reserved by the County Agency for further extensions, enlargements or improvements to the System.

26. Each Municipality within the County that has entered into this Agreement, either as an original Municipality or an Additional Municipality under paragraph 23 or 24, shall have a voting seat on the Water and Waste Services Advisory Board. Each Municipality outside the corporate limits of the County that may enter into this Agreement, either as an original Municipality or an Additional Municipality under paragraph 23 or 24, shall have a non-voting seat on the Water and Waste Services Advisory Board.

JUN 24 1986

GENESEE COUNTY WATER SUPPLY SYSTEM  
SOUTHERN LOOP SECTION CONTRACT

THIS CONTRACT, made and entered into as of the 1st day of June, 1986, by and between the COUNTY OF GENESEE, a Michigan county corporation (hereinafter referred to as the "county"), by and through its Drain Commissioner, county agency, party of the first part, and the Townships of Clayton, Davison, Flint, Flushing, Genesee, Grand Blanc, Mt. Morris, Mundy and Vienna, and the Cities of Burton, Mt. Morris, Montrose and Swartz Creek, being townships and cities located in the County of Genesee, Michigan (hereinafter referred to as the "municipalities"), parties of the second part;

W I T N E S S E T H:

WHEREAS, the Board of Commissioners of the County of Genesee has authorized and directed that there be established, pursuant to the provisions of Act 342, Public Acts of Michigan, 1939, as amended (herein sometimes referred to as "Act 342"), a water supply system designated as the Genesee County Water Supply System consisting of a source of water supply transmission mains and all other facilities necessary to supply water to the Genesee County Water Supply District which includes all of the area of the municipalities; and

WHEREAS, the County Drain Commissioner (hereinafter sometimes designated "county agency") has been designated as the agency of the county in connection with the establish-

ment, maintenance and operation of systems of water supply system improvements, facilities and services and as the person to have supervision and control of the operation of the same; and

WHEREAS, Act 342 authorizes a county to acquire and construct water supply systems and to improve, extend, repair, manage and operate such systems; and

WHEREAS, it is necessary for the public health that the hereinafter described system of water supply facilities be acquired and constructed to serve the municipalities; and

WHEREAS, by the terms of Act 342 the county, acting through its county agency, and the municipalities are authorized to enter into a contract for the acquisition, construction and financing of a water supply system and for the payment of its share of the cost thereof by each of the municipalities, with interest, in annual installments for a period not exceeding forty (40) years, and the county is then authorized, pursuant to appropriate action of its Board of Commissioners, to issue its contract bonds to provide funds therefor, secured primarily by the full faith and credit contractual obligations of the municipalities, and secondarily by the full faith and credit of the county if duly authorized by proper resolution of its Board of Commissioners; and

WHEREAS, by the terms of Act 342 the county is also authorized to issue revenue bonds to provide the funds for projects undertaken pursuant thereto; and

WHEREAS, the hereinafter described water supply improvements and facilities are necessary for the public health and welfare of the residents of the county within the municipalities and the parties hereto have concluded that such improvements and facilities should be financed by the issuance of contract bonds and revenue bonds in accordance with the provisions of Act 342; and

WHEREAS, the county agency has obtained maps, plans, designs, specifications and estimates for the Genesee County Water Supply System Southern Loop Section and has filed the same with the Board of Commissioners; and

WHEREAS, in order to issue such bonds it is necessary that the county and the municipalities enter into a contract as provided in Act 342; and

WHEREAS, it is also necessary for the county and the municipalities to contract relative to the administration, operation and maintenance of said water supply system;

NOW, THEREFORE, in consideration of the premises and the covenants of each other, the parties hereto agree as follows:

1. The county and the municipalities approve the acquisition and construction of a system of water supply facilities to serve the municipalities pursuant to the provisions of Act 342 and approve the designation "Genesee County Water Supply System - Southern Loop Section" as the

name of said system. The Genesee County Water Supply System - Southern Loop Section (hereinafter sometimes referred to as the "system") to be acquired and constructed pursuant to the provisions of this contract shall consist of the water supply facilities shown and described on Exhibit A which is attached hereto and by this reference is made a part hereof. The system shall be acquired and constructed substantially in accordance with the preliminary plans which have been secured by the county agency and in accordance with the final plans and specifications to be secured by the county agency, but variations therefrom which do not materially change the location, capacity or overall design of the system may be permitted on authority of the county agency if such variations will not require the issuance of additional bonds. Other variations or changes may be made if approved by the county agency and by resolution of the governing body of each municipality. Each municipality agrees and consents to the establishment and location of the system within its corporate boundaries and to the use by the county of its streets, highways, alleys, lands, rights-of-way or other public places for the purpose and facilities of the system and any improvements, enlargements or extensions thereof and agrees that, in order to evidence and effectuate the foregoing agreement and consent, it will execute and deliver to the county such grants of easement, right-of-way, license, permit or consent as may be requested by the county. Plans for watermains to be located within a municipality will be submitted to that municipality for its review prior to the publication of advertisements for construction bids.

2. The county and the municipalities hereby approve the estimates of the cost and the period of usefulness of the system as shown on Exhibit B which is attached hereto and by this reference is made a part hereof.

3. The county agency shall take or cause to be taken all actions required or necessary, in accordance with Act 342, to procure the issuance and sale of contract bonds by the county, in one or more series, in whatever aggregate principal amount (presently estimated as \$5,425,000) is necessary to be financed to defray that part of the total cost of the system which is in excess of the proceeds of the revenue bonds and funds available from other sources. (The cost of previously acquired facilities which are to become part of the system shall be considered to be funds available from other sources.) Such bonds shall be issued in anticipation of, and be payable primarily from, the payments to be made by the municipalities to the county as provided in this contract, and shall be secured secondarily, if so voted by the Board of Commissioners of the county, by the pledge of the full faith and credit of the county, and the said bonds shall be payable in annual maturities the last of which shall be not more than forty years from the date thereof. In addition, the county shall issue revenue bonds to defray part of the cost of the system in the principal amount of \$8,000,000.

4. The county agency shall proceed to take construction bids for the facilities to be constructed and, upon sale and delivery of said bonds, enter into construction contracts with the lowest responsible bidder or bidders,



procure from the contractors all necessary and proper bonds, cause the system to be constructed within a reasonable time, and do all other things required by this contract and the laws of the State of Michigan.

5. In the event that it shall become necessary to increase the estimated cost of the system for any reason, or if the actual cost of the system shall exceed the estimated cost, whether as the result of variations or changes made in the approved plans or otherwise, then (without execution of any further contract or amendment of this contract) county bonds (upon the adoption of an authorizing resolution therefor by the Board of Commissioners) shall be issued to defray such increased or excess cost, to the extent that funds therefor are not available from other sources: Provided, however, that no such increase or excess shall be approved and no such increased or additional county bonds shall be authorized to be issued, nor shall the county enter into any contract for acquisition or construction of the system or any part thereof or incur any obligation for or pay any item of cost therefor, where the effect thereof would be to cause the total cost of the system to exceed by more than 10% the estimated cost as hereinbefore approved, unless the governing body of each municipality shall have previously adopted a resolution approving such increase or excess and agreeing that the same (or such part thereof as is not available from other sources) shall be defrayed by the issuance of increased or additional county bonds in anticipation of increased or additional payments agreed to be made by the municipalities to the county in the manner hereinafter provided: Provided, further, that the adoption

of such resolutions by the governing bodies of the municipalities shall not be required prior to or as a condition precedent to the issuance of additional revenue bonds by the county, if the county has previously issued or contracted to sell bonds to pay all or part of the cost of the system and the issuance of the additional bonds is necessary (as determined by the county after consultation with the municipalities) to pay such increased, additional or excess costs as are essential to completion of the project according to the plans as last approved prior to the time when the previous bonds were issued or contracted to be sold.

6. The municipalities shall pay to the county their respective shares of the municipal cost of acquiring and constructing the system. The municipal cost of the system shall be the total cost of the system less the principal amount of the revenue bonds to be issued by the county. Set forth on Exhibit C, which is attached hereto and by this reference is made a part hereof, are the percentage shares of the municipal cost of the system to be paid by the municipalities. In determining the amounts to be paid by the municipalities on account of principal and interest on bonds and bond service charges the City of Mt. Morris, City of Swartz Creek, Township of Mt. Morris and Township of Flint shall receive credit for amounts previously paid or obligations previously incurred in connection with the acquisition and construction of water supply facilities which will become part of the system. The amounts to be credited to the aforesaid municipalities are

shown on Exhibit D, which is attached hereto and by this reference is made a part hereof. Also set forth in Exhibit D are the percentage shares of the principal of and interest on the contract bonds and bond service charges to be paid by the municipalities after taking into account the credits to the City of Mt. Morris, City of Swartz Creek, Township of Mt. Morris and Township of Flint which percentage shares are based upon the estimate of \$9,070,000 as the municipal cost of the system.

7. The amount by which the total municipal cost of the system exceeds the total amount of the credits set forth on Exhibit D will be defrayed by the issuance of county contract bonds as provided in paragraphs 3, 4, and 5 hereof. The municipalities hereby covenant and agree to pay their respective shares (as shown on Exhibit D or any revision thereof) of the principal of and interest on such contract bonds and all paying agent fees and other expenses and charges (including the county agency's administrative expenses) which are payable on account of said bonds (such fees, expenses and charges being herein called "bond service charges"). Such payments shall be made to the county in annual installments which shall be due and payable at least thirty days prior to the day of the month specified in the county bonds as the annual principal maturity date thereof. Such annual installments shall be so paid in each year if any principal and/or non-capitalized interest on said bonds falls due during the twelve-month period beginning on such principal maturity date in said year, and the aggregate amount of the installments so due and payable shall be at least sufficient to pay all principal and/or interest thus

falling due and all bond service charges then due payable. The county agency shall, within thirty days of the delivery of the county bonds to the purchaser, furnish each treasurer of each municipality with a complete schedule of its share of the principal of and interest on the contract bonds, and the county agency shall also, at least thirty days before each payment is due to be made by the municipalities, advise each treasurer of the amount payable to the county on such date. If a municipality fails to make payment to the county when due, the same shall be subject to a penalty of 1% thereof for each month or fraction thereof that such amount remains unpaid after due. Failure of the county agency to furnish the schedule or give the notice above required shall not excuse a municipality from the obligation to make payment when due. Payments shall be made by the municipalities when due whether or not the system has then been completed or placed in operation. The foregoing obligations shall apply to all contract bonds issued by the county to defray the municipal cost of the system.

8. If one or more of the municipalities shall pay its share of the municipal cost of the system or any portion thereof, prior to the issuance of bonds, then the percentage shares set forth on Exhibit D shall be adjusted accordingly so that when applied to the principal amount of the bonds issued, such percentages after taking into consideration such advance payments and the credits to the City of Mt. Morris, City of Swartz Creek, Township of Mt. Morris and Township of Flint, will result in each municipality being required to pay its appropriate share of the municipal cost of the system as set forth in Exhibit C. Any municipality

may pay in advance of maturity all or any part of an installment due the county on the bonds by surrendering the county bonds issued hereunder of a like principal amount maturing in the same calendar year, with all future interest coupons attached thereto.

9. In the event the municipal cost of the system exceeds \$9,070,000 and county contract bonds are issued a principal amount in excess of \$5,425,000, Exhibit D shall be revised by the county agency so that the revised percentage shares set forth thereon, when applied to the principal amount of bonds actually issued, will result (after taking into account the credits to the City of Mt. Morris, the City of Swartz Creek, the Township of Mt. Morris and the Township of Flint and any credit to which a municipality may be entitled by reason of paragraph 8 hereof) in each municipality being required to pay its share, as set forth on Exhibit C, of the total municipal cost of the system.

10. The proceeds of sale of the bonds shall be used solely and only to pay the cost of the system, and after completion thereof and payment of all costs in connection therewith, any surplus remaining from the sale of the bonds shall be (1) used to purchase the bonds on the open market or (2) retained by the county agency as a reserve for payment of the bond principal and interest maturities next falling due, and in such event the contract obligation of each municipality in respect to such bonds or such maturities shall be reduced by its percentage (as specified in Exhibit C) of the principal amount of bonds so purchased or of said reserve, said reduction in case of the purchase of

bonds, to be applied as to year, in accordance with the year of the maturity of the bonds so purchased. Any bonds so purchased shall be cancelled. In the alternative, such surplus may be used, on request of the municipalities and approval of the Board of Commissioners of the county, to extend, enlarge or improve the system.

11. Each municipality, pursuant to the authorization of Section 5a of Act 342, does hereby pledge its full faith and credit for the prompt and timely payment of its obligations expressed in this contract and shall each year levy a tax in an amount which, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay its obligations under this contract becoming due before the time of the following year's tax collections: Provided, however, that if at the time of making its annual tax levy, a municipality shall have on hand in cash other funds which have been set aside and pledged or are otherwise available for the payment of such contractual obligations falling due prior to the time of the next tax collection, then the annual tax levy may be reduced by such amount. The governing body of each municipality, each year at least 90 days prior to the final date provided by law or charter for the making of the annual tax levy, shall submit to the county agency a written statement setting forth the amount of its obligations to the county which become due and payable under this contract prior to the time of the next following year's tax collections, the amount of the funds which the municipality has or will have on hand or to its credit in the hands of the county which have been set aside and pledged for payment of said obligations to the county,

and the amount of the taxes next proposed to be levied for the purpose of raising money to meet such obligations. The county agency promptly shall review such statement and, if he finds that the proposed tax levy is insufficient, he shall so notify the governing body, and each municipality hereby covenants and agrees that it will thereupon increase its levy to such extent as may be required pursuant to this contract. Unless the contract is approved by the electors of a municipality or the electors of a municipality approve an unlimited tax pledge in support of the obligations of the municipality incurred pursuant to this contract, taxes levied to pay obligations incurred hereunder shall be subject to the applicable constitutional, statutory or charter tax limitations.

12. In the event that a municipality shall fail for any reason to pay to the county agency at the times herein specified the amounts herein required to be paid, the state treasurer or other official charged with the disbursement of unrestricted state funds returnable to the defaulting municipality pursuant to the Michigan constitution is hereby authorized to withhold sufficient funds to make up any default or deficiency in funds. In the event the county is required to advance any money by reason of its pledge of full faith and credit on the bonds to be issued to finance the acquisition and construction of the system on account of the delinquency of any municipality the county treasurer shall notify the state treasurer to deduct the amount of money so advanced by the county from any unrestricted moneys in the state treasurer's possession belonging to the municipality and to pay such amount to the county. In

addition to the foregoing, the county shall have all other rights and remedies provided by law to enforce the obligations of the municipalities to make payments in the manner and at the times required by this contract. It is specifically recognized by the municipalities that the payments required to be made by them pursuant to the terms of this contract are to be pledged for the payment of the principal of and interest on bonds to be issued by the county, and the municipalities covenant and agree that they will make their required payments to the county promptly and at the times herein specified, without regard as to whether the project herein contemplated is actually completed or placed in operation; provided, only that nothing herein contained shall limit the obligation of the county to perform in accordance with the covenants contained herein.

13. No change in the jurisdiction over any territory in any municipality which is a party to this contract shall in any manner impair the obligations of this contract. In the event all or any part of the territory of a municipality which is a party to this contract is incorporated as a new city or is annexed to or becomes a part of the territory of another municipality, the municipality into which such territory is incorporated or to which such territory is annexed, shall assume the proper proportionate share of the contractual obligations and right to capacity in the system of the municipality from which such territory is taken, based upon a division made in accordance with the laws of the State of Michigan.



14. The county shall not be obligated to acquire or construct any facilities other than those described in paragraph 1 hereof. The responsibility for providing such additional water supply facilities as may be needed shall be that of the municipalities which shall have the right to cause to be constructed and maintained, either directly or through the county such necessary additional facilities. If such additional facilities are not to be constructed through the office of the county agency, then all plans and specifications for such additional facilities shall, prior to the commencement of construction, be submitted to the county agency for approval and permit and no such construction shall commence until such plans and specifications shall be endorsed "Approved" and a permit is issued by the county agency, which permit shall not be unreasonably withheld. The construction of such facilities shall be inspected by the county agency and no such facilities shall be connected to the system in violation of the provisions of this contract.

15. The system will have the capacity to deliver an average of 10 million gallons of water per day to the municipalities. The allocation of the capacity of the system among the municipalities is set forth on Exhibit E which is attached hereto and by this reference is made a part hereof. If the capacity of the system is increased as a result of expansion or modification financed from system revenues, the allocation of capacity shall be modified by distributing the increased capacity by the same percentages of the total capacity allocated to the municipalities on Exhibit E.

16. The county agency shall operate and maintain the system and, upon its completion, shall furnish water to the municipalities through the facilities of the system. The municipalities may make direct connections to the system for service to individual users. The municipalities shall be responsible for the distribution of water to individual users with the municipalities and shall be limited to their respective shares in the capacity of the system in accordance with the provisions of paragraph 15 of this contract.

17. In addition to payments for principal and interest on the bonds and for bond service charges each municipality shall pay to the county agency such charges for water supplied to the municipality through the system as shall be established by the county agency from time to time, which charges shall be sufficient to provide:

(a) For all costs of administering, operating and maintaining the system and for the cost of water supplied to the municipalities through the facilities of the system.

(b) For the payment of the interest upon and the principal of all bonds payable therefrom, as and when the same shall become due and payable.

(c) For the establishment and maintenance of reserve funds in such amounts as shall be determined by the county agency to be necessary and as shall be required by the resolution authorizing the issuance of revenue bonds.

18. In February of each year after the first full calendar year of operation, the county agency shall determine the average daily water consumption of each municipality during the prior calendar year. Each municipality which shall have used water in excess of its capacity as shown on Exhibit E shall pay an excess capacity charge equal to the contract payment which would have been made for the year if that municipality had acquired capacity sufficient to provide it with the water actually used less the contract payment actually made.

Each municipality shall be notified in March of its excess capacity charge for the preceding calendar year and shall pay such charge on or before July 1 of the year notified. All sums of money collected as excess capacity charges shall be retained by the county agency in a special fund to be used to expand, improve and enlarge the system. The total amount of excess capacity charges collected from each municipality shall be set forth in any future contract to expand, improve and enlarge the system as a cash contribution of such municipality.

If the total amount of water used by all municipalities exceeds the capacity of the system and additional water must be taken from the City of Flint distribution system to meet the total demand an additional charge will be made to those municipalities whose use exceeds their capacity in the system. The additional charge shall be equal to the difference between the rate established by the county agency for water taken from the Potter Road line and the rate established by the county agency for water taken from the City of Flint distribution system. All sums of money collected on account of the additional charge shall be used to operate and maintain the system.

19. The municipalities agree to pay the county agency such charges as shall be sufficient to provide funds to meet the obligations expressed in section 17 above and rates shall be fixed for this purpose from time to time by the county agency in accordance with the provisions of this contract and Act 342. Such rates shall be subject to review as provided by law. The obligation of the county agency to establish and maintain charges and of the municipalities to pay charges for the purposes set forth in sub-paragraphs (a) (b) and (c) of paragraph 17 above are hereby declared to pertain to the security of the bonds to be issued pursuant to this contract.

20. If a municipality in which the facilities are located determines that it wishes to meter the flow of water in the project water main at the points where the main enters and leaves the municipality for the purpose of deter-

mining the quantity of water used, the county agency will make appropriate adjustments to the charges for water use in any monthly period during which there is a failure of the water main and water is lost from the system through no fault of the municipality.

21. The charges for water supplied to the municipalities shall be payable monthly or quarterly as shall be determined by the county agency in accordance with a schedule of rates and charges promulgated from time to time by the county agency, which rates and charges shall be based upon water usage as calculated by the county agency. If any municipality does not pay its charge for water on the date when the same becomes due, then there shall be added to such charge a penalty of one per cent (1%) for each month or fraction thereof for which the same remains unpaid. The payment of such charges for water by the municipalities shall be the general obligations of such municipalities, and the county agency shall have the right to utilize any method permitted by law or by this contract for the collection of charges due the county agency under this contract. Each municipality agrees that it will promptly pay any such charges for water as imposed by the county agency even if the municipality shall dispute the amount imposed and thereafter the municipality shall submit the dispute to a committee consisting of one representative appointed by the municipality, one representative appointed by the county agency, and one representative appointed by the Chairman of the Board of Commissioners of Genesee County. If such committee shall be unable to resolve the dispute, then the

municipality may institute legal proceedings to recover such monies as it shall have paid and are subject to the dispute.

22. Each municipality reserves the right to establish rates to be collected from its customers in amounts sufficient to pay its water charges to the county agency when due. Such rates may be fixed and established in such amounts as will produce additional moneys for such municipality to be used for any lawful purposes pertaining to water supply or to water supply and sewage disposal in event of a joint municipal system.

23. Other than individual connections of private property to public watermains, each municipality shall notify the county agency of each proposed connection, direct or indirect, to the system and shall submit plans and specifications for any additional water distribution facilities to be constructed by the municipality in accordance with the provisions of paragraph 14 hereof. No connection, direct or indirect, to the system shall be made until the county agency shall have approved such connection. The approval of additional distribution facilities shall be made by the county agency in accordance with rules and regulations to be established by the county agency (and revised from time to time as may be appropriate or necessary). The rules and regulations established by the county agency shall provide for such inspection of connections as may be appropriate or necessary.

24. The county agency, after giving the municipality seven days written notice of its intent to do so, shall

have the right to deny the use of the system to any municipality which shall be delinquent for a period of ninety (90) days in the payment of any of the payments or charges due from it to the county agency and may continue to deny the use of the system to such municipality while such delinquency continues. The foregoing may be accomplished by disconnecting the municipality from the facilities of the system or by any other lawful means.

25. The county and the municipalities each recognize that the holders from time to time of the bonds issued by the county under the provisions of said Act 342, Public Acts of Michigan, 1939, as amended, and secured by the full faith and credit pledges of the municipalities to the payment of their respective shares of the principal of and interest on the bonds as set forth in this contract, will have contractual rights in this contract and it is therefore covenanted and agreed by each of them that so long as any of said bonds shall remain outstanding and unpaid, the provisions of this contract shall not be subject to any alteration or revision which would in any manner affect either the security of the bonds or the prompt payment of principal or interest thereon. Subject to the preceding sentence, this contract may be amended by agreement of the parties. The municipalities and the county agency further covenant and agree that they will each comply with their respective duties and obligations under the terms of this contract promptly, at the times and in the manner herein set forth, and will not suffer to be done any act which would in any way impair the

said bonds, the security therefor, or the prompt payment of principal and interest thereon. It is hereby declared that the terms of this contract insofar as they pertain to the security of any such bonds, shall be deemed to be for the benefit of the holders of said bonds.

26. The parties hereto agree that the costs and expenses of any lawsuits arising directly or indirectly out of this contract or the construction or financing of the project, to the extent that such costs and expenses are chargeable against the county or the county agency, shall be deemed to constitute a part of the cost of the project and shall be paid by the municipalities in the same manner as herein provided with respect to other costs of the project.

27. This contract shall become effective after approval by the legislative bodies of the municipalities and by the Board of Commissioners of Genesee County, execution by the authorized officials of the parties, and expiration of the 45 day referendum periods required by Section 5b of Act 342 or approval by the electors of a municipality; shall terminate forty (40) years from its date; may be executed in several counterparts; and shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns. This contract is contingent upon the county issuing its bonds to defray the cost of acquiring and constructing the system and nothing herein contained shall require the county to acquire, construct or operate the system if it is unable to sell the bonds to finance the same.



IT WITNESS WHEREOF, the parties hereto have caused this contract to be executed and delivered, by their respective duly authorized officers, all as of the day and year first above written.

COUNTY OF GENESEE

By: Anthony Ragone  
Drain Commissioner,  
County Agency

TOWNSHIP OF CLAYTON

By: C. Woody Jobin  
Supervisor

And: Jean E. Pitzer  
Township Clerk

TOWNSHIP OF DAVISON

By: Harold F. Park  
Supervisor

And: Janet S. Johnston  
Township Clerk

TOWNSHIP OF FLINT

By: Allen Jensen  
Supervisor

And: Catherine T. Bevil  
Township Clerk

TOWNSHIP OF FLUSHING

By: Granville E. Acker  
Supervisor

And: Dorcas M. Jones  
Township Clerk

TOWNSHIP OF GENESEE

By: William C. Ayre  
Supervisor

And: Theresa J. Jovan  
Township Clerk

TOWNSHIP OF GRAND BLANC

By: Paul M. ...  
Supervisor

And: Loraine C. Parker  
Township Clerk

TOWNSHIP OF MT. MORRIS

By: Donald J. Knapik  
Supervisor

And: Violet L. Brasch  
Township Clerk

TOWNSHIP OF MUNDY

By: Edward W. Moore  
Supervisor

And: Robert L. Wagner  
Township Clerk

TOWNSHIP OF VIENNA

By: W. D. Moore  
Supervisor

And: Ray R. Rupp  
Township Clerk

CITY OF BURTON

By: Joe L. Kowalski  
Mayor

And: Cecilia Kowalski  
City Clerk

CITY OF MT. MORRIS

By: A. J. LaFursey  
Mayor

And: Willie S. Moore  
City Clerk

CITY OF SWARTZ CREEK

By: Anna L. McElroy  
Mayor

And: Carl Blum  
City Clerk

CITY OF MONTROSE

By: Dennis L. Rudson  
Mayor

And: Janice B. Peterson  
City Clerk

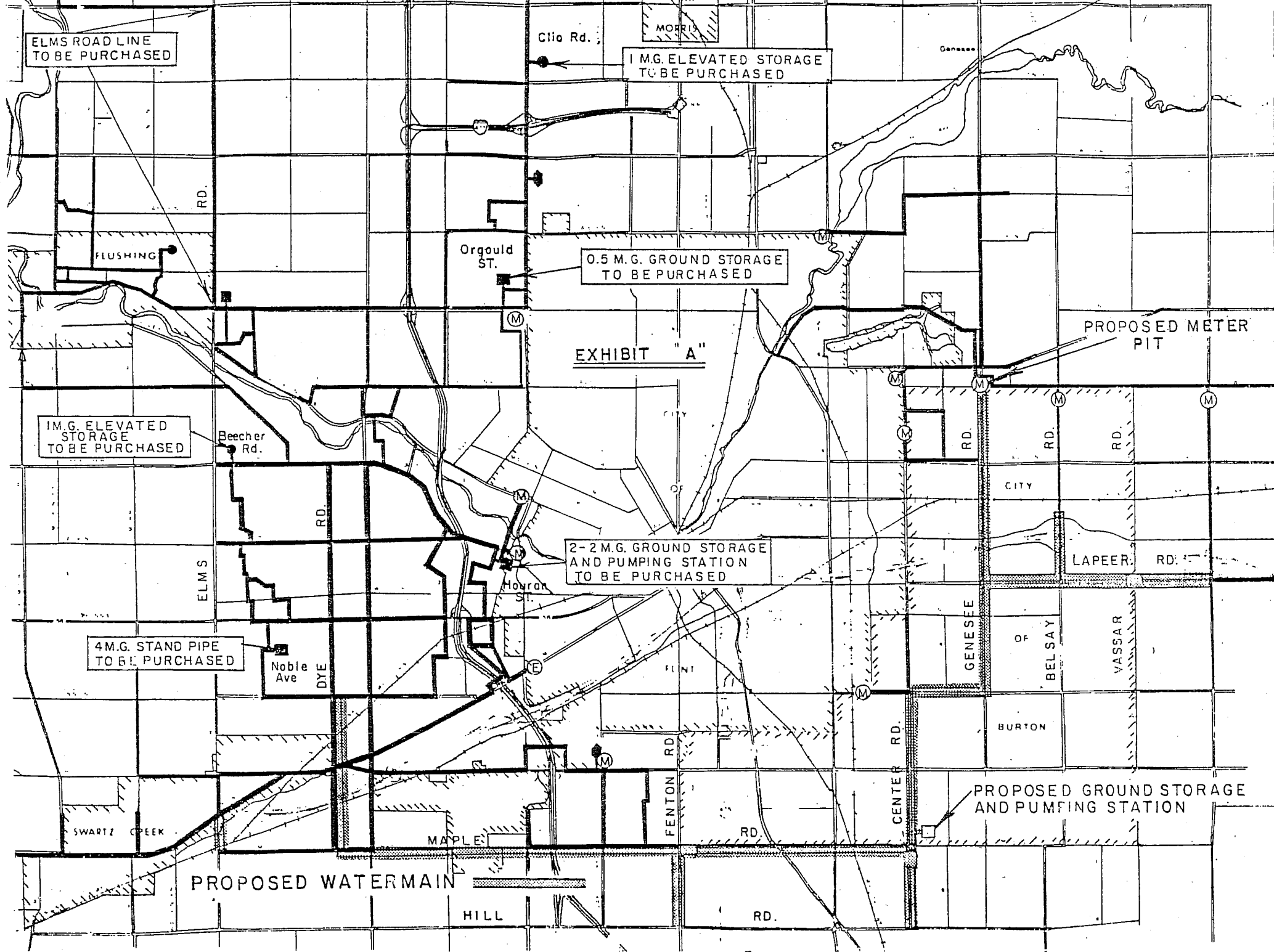


EXHIBIT "A"

EXHIBIT "A"  
 GENESSEE COUNTY WATER SUPPLY SYSTEM  
 SOUTH LOOP SECTION

EXHIBIT B

GENESEE COUNTY WATER SUPPLY SYSTEM  
SOUTHERN LOOP SECTION

ESTIMATE OF COST

Construction	\$11,665,000
Engineering & Administrative	270,000
Legal & Fiscal	90,000
Purchase of Elms Road Line	500,000
Cost of Facilities Previously Acquired Which Will Become A Part of the System.	3,645,000
Capitalized Interest	<u>900,000</u>
Total Estimated Cost of System	\$17,070,000
Revenue Bond Issue	<u>8,000,000</u>
Municipal Cost	<u>\$ 9,070,000</u>
Less: Cost of Facilities Previously Acquired	<u>3,645,000</u>
Contract Bond Issue	<u>\$ 5,425,000</u>

The estimated period of usefulness of the Genesee County Water Supply System is 50 years and upwards.

EXHIBIT "C"

GENESEE COUNTY WATER SUPPLY SYSTEM  
Southern Loop Section

MUNICIPALITY	PERCENTAGE SHARE OF THE MUNICIPAL COST OF THE SYSTEM
CITY OF BURTON	22.95
CITY OF MT. MORRIS	3.81
CITY OF MONTROSE	1.52
CITY OF SWARTZ CREEK	6.65
TOWNSHIP OF CLAYTON	1.52
TOWNSHIP OF DAVISON	4.66
TOWNSHIP OF FLINT	28.55
TOWNSHIP OF FLUSHING	2.75
TOWNSHIP OF GENESEE	5.37
TOWNSHIP OF GRAND BLANC	6.81
TOWNSHIP OF MT. MORRIS	10.68
TOWNSHIP OF MUNDY	3.21
TOWNSHIP OF VIENNA	<u>1.52</u>
	100.00

EXHIBIT "D"

GENESEE COUNTY WATER SUPPLY SYSTEM  
Southern Loop Section

<u>Municipality</u>	<u>Share of Total Municipal Cost</u>	<u>Credit for Facilities Previously Acquired and Constructed</u>	<u>Share of Principal Amount of Bonds to be Issued</u>	<u>Percentage Share Principal, Interest and Bond Service Charges</u>
City of Burton	\$ 2,081,119		\$2,041,970	37.64%
City of Mt. Morris	345,839	\$ 450,000	-0-	-0-
City of Montrose	138,335		135,625	2.50
City of Swartz Creek	603,325	300,000	297,833	5.49
Township of Clayton	138,335		135,625	2.50
Township of Davison	422,257		+ 414,470	7.64
Township of Flint	2,589,267	2,200,000	+ 321,920	7.04
Township of Flushing	249,003		244,125	4.50
Township of Genesee	487,006		477,942	8.81
Township of Grand Blanc	617,248		605,972	11.17
Township of Mt. Morris	968,346	695,000	267,995	4.94
Township of Mundy	291,585		285,898	5.27
Township of Vienna	138,335		135,625	2.50
<b>TOTAL</b>	<b>\$ 9,070,000</b>	<b>\$3,645,000</b>	<b>\$5,425,000</b>	<b>100.00%</b>

EXHIBIT "E"

GENESEE COUNTY WATER SUPPLY SYSTEM  
Southern Loop Section

ALLOCATION OF CAPACITY

<u>MUNICIPALITY</u>	AVERAGE DAY (MGD)		
City of Burton	1.10	2.0	+ 0.90
City of Mt. Morris	0.50	0.28	- 0.22
City of Montrose	0.20	0.27	+ 0.07
City of Swartz Creek	0.85	0.8	- 0.05
Township of Clayton	0.20	0.17	- 0.03
Township of Davison	0.44	0.8	+ 0.36
Township of Flint	3.59	3.20	- 0.39
Township of Flushing	0.36	0.66	+ 0.30
Township of Genesee	0.60	1.3	+ 0.70
Township of Grand Blanc	0.36	2.30	+ 1.94
Township of Mt. Morris	1.40	1.20	- 0.20
Township of Mundy	0.20	0.40	+ 0.20
Township of Vienna	<u>0.20</u>	0.31	+ 0.11
TOTAL	10.00		13.69

Ritchfield = 0.027

**AMENDMENT AND RESTATEMENT OF  
GENESEE COUNTY SANITARY SEWAGE DISPOSAL SYSTEM NO. 1,  
GENESEE COUNTY SANITARY SEWAGE DISPOSAL SYSTEM NO. 2,  
GENESEE COUNTY SANITARY SEWAGE DISPOSAL SYSTEM NO. 5 and  
GENESEE COUNTY SANITARY SEWAGE DISPOSAL SYSTEM NO. 6  
INTERCEPTORS AND TREATMENT FACILITIES CONTRACTS  
AND  
GENESEE COUNTY SANITARY SEWAGE DISPOSAL SYSTEM  
INTERCEPTORS AND TREATMENT FACILITIES AGREEMENT**

THIS AMENDMENT AND RESTATEMENT OF CONTRACTS AND USAGE AND OPERATING AGREEMENT, (the "Agreement") made and entered into as of the 1<sup>st</sup> day of May, 2001, by and between the COUNTY OF GENESEE, a Michigan County Corporation (hereinafter referred to as the "County") by and through its Drain Commissioner, as the County Agency (hereinafter sometimes referred to as the "County Agency"), party of the first part; and the Townships of Atlas, Clayton, Davison, Flint, Flushing, Gaines, Genesee, Grand Blanc, Montrose, Mt. Morris, Mundy, Richfield, Thetford and Vienna, the Cities of Burton, Clio, Davison, Grand Blanc, Mt. Morris, Montrose and Swartz Creek, and the Villages of Gaines and Goodrich being townships, villages and cities located in the County and the Township of Venice and the Village of Lennon in the County of Shiawassee and the Lapeer County Drain Commissioner (hereinafter referred to collectively as the "Municipalities"); parties of the second part;

WITNESSETH:

WHEREAS, the County, by resolution of its Board of Supervisors, duly adopted on October 8, 1961, pursuant to the powers vested in it under the provisions of Act 342, Public Acts of Michigan 1939, as amended (hereinafter sometimes referred to as "Act 342" or the "Act") did approve the establishment of the Genesee County Sewage Disposal System No.1 ("System No. 1") to provide sewers and sewage disposal services to serve the Townships of Flint, Mundy, Burton, Genesee, Richfield, Davison, Grand Blanc, Gaines, Clayton, the Cities of Davison, Grand Blanc and Swartz Creek, and designated portions of the Townships of Genesee and Mt. Morris (the "District No. 1 Municipalities"), as described in said resolution, all located within the County and designated as the Genesee County Sanitary Sewage Disposal District No. 1 ("District No. 1"); and

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WHEREAS, the County, by resolution of its Board of Supervisors, duly adopted on October 10, 1961, pursuant to the powers vested in it under the provisions of Act 342 did approve the establishment of the Genesee County Sewage Disposal System No. 2 ("System No. 2") to provide sewers and sewage disposal services to serve designated portions of the Townships of Genesee and Mt. Morris, the Townships of Thetford, Vienna, Montrose and Flushing and the Cities of Mt. Morris and Clío (the "District No. 2 Municipalities"), as described in said resolution, all within the County and designated as the Genesee County Sanitary Sewage Disposal District No. 2 ("District No. 2"); and

WHEREAS, the County, by resolution of its Board of Supervisors, duly adopted on May 10, 1966, pursuant to the powers vested in it under the provisions of Act 342 did approve the establishment of the Genesee County Sewage Disposal System No. 5 ("System No. 5") to provide sewers and sewage disposal services to serve the Village of Goodrich and the entire unincorporated area of the Township of Atlas as described in said resolution, all within the County and designated as the Genesee County Sanitary Sewage Disposal District No. 5 ("District No. 5"); and

WHEREAS, the County, by resolution of its Board of Supervisors, duly adopted on June 13, 1966, pursuant to the powers vested in it under the provisions of Act 342 did approve the establishment of the Genesee County Sewage Disposal System No. 6 ("System No. 6") to provide sewers and sewage disposal services within the Townships of Flint, Clayton, and Mt. Morris (the "District No. 6 Municipalities"), as described in said resolution, all within the County and designated as the Genesee County Sanitary Sewage Disposal District No. 6 ("District No. 6"); and

WHEREAS, pursuant to the provisions of Act 342, the County has designated the County Drain Commissioner as the County Agency in connection with the establishment, maintenance and control of the management and operation of System No. 1, System No. 2, System No. 5 and System No. 6, which together consist of a system of collection mains, interceptors, pumping stations, treatment facilities and all other facilities necessary to provide sanitary sewage collection and treatment services to District No. 1, District No.

2, District No. 5 and District No. 6 (collectively, the "Districts") which Districts include all of the areas of the Municipalities hereinbefore defined and has designated said sewer system improvements collectively as *The Genesee County Sanitary Sewage Disposal System (Interceptors and Treatment Facilities)* (hereinafter sometimes referred to as the "System") and has further designated the County Agency as the person to have supervision and control of the operation of the System and as the person authorized to extend by laterals and connections, and to improve, repair, manage and/or operate such improvements, facilities and service of and situated within any units of government by terms of agreements therefor to be entered into between such County Agency and said Municipalities as provided in said Act; and

WHEREAS, by contract dated May 1, 1964, as amended by Memorandum of Revisions – Genesee County Sanitary Sewage Disposal System No. 1 Contract, dated as of August 1, 1965 (said contract and memorandum hereinafter referred to as "Base Contract No. 1"), the County Agency and the District No. 1 Municipalities, pursuant to the provisions of Section 5a of Act 342, entered into an agreement for a term of 40 years, approving the establishment of System No. 1, providing for the acquisition, construction and financing of System No. 1 and for the payment of a proportionate share of the costs thereof by each of the District No. 1 Municipalities, authorizing the County, by appropriate action of its governing body to issue bonds to provide the funds therefor, to be secured primarily by the full faith and credit contractual obligations of the District No. 1 Municipalities and secondarily by the full faith and credit of the County if duly authorized by its governing body. The Base Contract No. 1 also contained provisions regarding collection and payment of the costs of the facilities and treatment charges from the District No. 1 Municipalities, the allocation of costs between the District No. 1 Municipalities and the allocations of capacity for maximum rate of flow designated as maximum capacity allowed by cubic feet per second or "C.F.S." for each of the District No. 1 Municipalities, and certain other provisions as required and/or provided under Act 342; and

WHEREAS, by contract dated November 15, 1962, (hereinafter referred to as "Base Contract No. 2") the County Agency and the District No. 2 Municipalities, pursuant to the provisions of Section 5a of Act 342, entered into an agreement for a term of 40 years approving the establishment of System No. 2, providing for the acquisition, construction and financing of System No. 2 and for the payment of a proportionate share of the costs thereof by each of the District No. 2 Municipalities, authorizing the County, by appropriate action of its governing body to issue bonds to provide the funds therefor, to be secured primarily by the full faith and credit contractual obligations of the District No. 2 Municipalities and secondarily by the full faith and credit of the County duly authorized by resolution of the County Board of Supervisors adopted on July 10, 1962. The Base Contract No. 2 also contained provisions regarding collection and payment of the costs of the facilities and treatment charges from the District No. 2 Municipalities, the methods for determination of rates and charges based upon water consumption, the initial rates and charges based upon water consumption, the procedure for adjustment of rates and charges and certain other provisions as required and/or provided under Act 342; and

WHEREAS, by contract dated April 1, 1988, (hereinafter referred to as "Base Contract No. 5") the County Agency and the Village of Goodrich, pursuant to the provisions of Section 5a of Act 342, entered into an agreement for a term of 40 years approving the establishment of System No. 5, providing for the acquisition, construction and financing of System No. 5 and for the payment of the costs thereof by the Village of Goodrich, authorizing the County, by appropriate action of its governing body to issue bonds to provide the funds therefor, to be secured primarily by the full faith and credit contractual obligations of the Village of Goodrich and secondarily by the full faith and credit of the County if duly authorized by resolution of the governing body of the County. The Base Contract No 5 also contained provisions regarding collection and payment of the costs of the facilities, provisions for lease of the facilities to the Village of Goodrich and for operation and maintenance of the facilities by the County Agency and certain other provisions as required and/or provided under Act 342; and

WHEREAS, by contract dated April 1, 1969, (hereinafter referred to as "Base Contract No. 6") the County Agency and the District No. 6 Municipalities, pursuant to the

provisions of Section 5a of Act 342, entered into an agreement for a term of 40 years approving the establishment of System No. 6, providing for the acquisition, construction and financing of System No. 6 and for the payment of a proportionate share of the costs thereof by each of the District No. 6 Municipalities, authorizing the County, by appropriate action of its governing body to issue bonds to provide the funds therefor, to be secured primarily by the full faith and credit contractual obligations of the District No. 6 Municipalities and secondarily by the full faith and credit of the County if duly authorized by its governing body. The Base Contract No. 6 also contained provisions regarding collection and payment of the costs of the facilities and treatment charges from the District No. 6 Municipalities, the methods for determination of rates and charges based upon water consumption, the initial rates and charges based upon water consumption, the procedure for adjustment of rates and charges and certain other provisions as required and/or provided under Act 342; and

WHEREAS, pursuant to the provisions of Act 342 and designation of the County Agency as the person to have supervision and control of the management and operation of the System, the County Agency has the duty and power to make and execute proposed alterations, changes and extensions of the improvements, facilities or services authorized in said Act; to obtain or prepare data for and determine rates, charges, and assessments to be imposed and collected for any improvements, facilities and services authorized under said Act; to review and make adjustments of rates, charges, and assessments where the same are deemed excessive or inadequate; to enter into and execute agreements with units of government for the use of any such improvement, facilities or services and the collection of rates, charges and assessments; and to make all necessary rules governing the use and operation of such improvements, facilities or services; and

WHEREAS, the County Agency has determined that the acquisition and construction of certain extensions and improvements to the System are necessary for the public health and welfare of the residents of the Municipalities comprising the Districts and the County; and

WHEREAS, pursuant to its authority and duties under Act 342, the County Agency has obtained maps, plans, designs, specifications and estimates for the required improvements and extensions to the System, described therein as the *Genesee County Sanitary Sewer System – Northeast and Western Truck Relief Sewer* consisting of the facilities described in Exhibit A attached hereto and incorporated herein (hereinafter sometimes referred to as the “Project”), which Project shall become a part of the System, and has filed the same with the Board of Commissioners of the County; and

WHEREAS, pursuant to Act 342, the County Agency and each Municipality that is a party to Base Contract No. 1, Base Contract No. 2, Base Contract No. 5 and Base Contract No. 6, as applicable (hereinafter referred to collectively as the “Base Contracts”) wishes to amend and restate its rights and obligations under each of the Base Contracts, as applicable, to reaffirm each of its respective duties and obligations under each of the Base Contracts, as applicable, with respect to any bonds issued thereunder and secured thereby that remain outstanding until all bonds outstanding under such Base Contracts, as the case may be, have been paid at maturity, redeemed prior thereto or otherwise defeased; and

WHEREAS, pursuant to the provisions of Act 342, the County, acting through its County Agency, and the Municipalities are authorized to enter into agreements for a term of up to but not exceeding forty (40) years for the acquisition, construction and financing of improvements to the System and for the payment of the cost of the improvements and financing thereof from funds collected as connection charges, rates, charges or assessments from the users and beneficiaries of the improvements, facilities and services, or from any other fund available which may be validly used for such purposes, which agreements may provide for collection by the contracting unit of government or the County Agency; and

WHEREAS, pursuant to the provisions of Section 7 of Act 342, as a method of financing authorized improvements pursuant to said Act, the County is authorized to issue self-liquidating revenue bonds to provide the funds for projects undertaken pursuant thereto and as additional security for the payment of such bonds, if authorized by a majority vote of the members elect of its County Board of Commissioners as a part of the

ordinance authorizing the issuance of such bonds, to pledge the full faith and credit of the County for payment of the principal of and interest on said bonds; and

WHEREAS, the Project is necessary for the public health and welfare of the residents of the Municipalities and the County and the parties hereto have concluded that said Project should be financed by the issuance of self-liquidating revenue bonds in accordance with the provisions of Section 7 of Act 342; and

WHEREAS, in order to issue such bonds, it is necessary that the County Agency and the Municipalities enter into an agreement providing for payment to the County for the services of the System, including the cost of construction and maintenance thereof, from funds collected as connection charges, rates, charges and assessments from the users and beneficiaries thereof and to make all necessary rules governing the use and operation of the improvements, facilities and services of the System as hereinafter provided; and

WHEREAS, pursuant to Act 342, the County Agency and the Municipalities wish to enter into an agreement for the purpose of setting forth terms for the acquisition, construction and financing of the Project; and for payment of the costs of administration, operation and maintenance of the System from funds collected as connection charges, rates, charges and assessments from the users and beneficiaries thereof and to make all necessary rules governing the use and operation of the improvements, facilities and services of the System as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and the covenants of each other, the parties hereto agree as follows:

#### Definitions

In addition to the words and terms defined elsewhere herein, the following words and phrases as used in this Agreement shall have the following meanings unless the context or use indicates another or different meaning or intent:

"Act 342" or the "Act" means Act 342, Public Acts of Michigan, 1939, as amended.

"Additional Capacities" means the increased Capacity in the System created by the Project.

"Additional Municipalities" means any municipality that was not an original party to this Agreement.

"Base Contracts" means Base Contract No. 1, Base Contract No. 2, Base Contract No. 5 and Base Contract No. 6 entered into between the County and the respective municipalities that were parties to the respective contracts.

"Bond Ordinance" means the ordinance or ordinances authorizing the issuance of the Bonds to finance the Project.

"Bonds" means self-liquidating revenue bonds to be issued by the County, in one or more series, in an aggregate principal amount of not to exceed \$45,000,000 to finance the Project.

"Capacity" or "Capacities" means the ability to transport sanitary sewage from each Municipality to the treatment facilities expressed in units (742 units equals 1 cubic foot per second).

"Code" means the Internal Revenue Code of 1986, as amended.

"Connection" or "Connections" means the connection facility or point of access to the System from the collection and transportation facilities of a Municipality and includes both Direct Connections and Indirect Connections.

"County" means the County of Genesee.

"County Agency" means the Genesee County Drain Commissioner.

“Current Capacity” or “Current Capacities” means the Capacity of each Municipality prior to construction of the Project, as set forth in Exhibit C hereto.

“Direct Connection” means the Connection of a user onto the System as constructed.

“Excess Proceeds” means proceeds of the Bonds remaining after completion of the Project and payment of all costs thereof including costs related to the issuance of the Bonds but not including any funds required or permitted to be maintained in a reserve account established pursuant to the Bond Ordinance.

“Indirect Connection” means the Connection of a user onto the sanitary sewage collection facilities of a Municipality which are connected to and flow through to the System as constructed.

“Municipalities” means the Townships of Atlas, Clayton, Davison, Flint, Flushing, Gaines, Genesee, Grand Blanc, Montrose, Mt. Morris, Mundy, Richfield, Thetford and Vienna, the Cities of Burton, Clio, Davison, Grand Blanc, Mt. Morris, Montrose and Swartz Creek, and the Villages of Gaines and Goodrich, all of which are located in the County of Genesee; and the Township of Venice and the Village of Lennon, both of which are located in the County of Shiawassee, and the Lapeer County Drain Commissioner.

“Municipality” means each or any of the Municipalities individually, as the context indicates.

“Project” means the extensions and improvements to the System known as *“The Genesee County Sanitary Sewer System – Northeast and Western Trunk Relief Sewer”* consisting of the facilities described in Exhibit A attached hereto.

“Sewer Services” means sewage collection, transportation and treatment services furnished to the Municipalities through the facilities of the System.



"State" means the State of Michigan.

"System" means The Genesee County Sewage Disposal System (Interceptors and Treatment Facilities).

1. The County Agency and each Municipality which is a party under any of the Base Contracts, hereby amends and restates its respective rights and obligations under such Base Contracts, as applicable, and reaffirms each of its respective duties and obligations under such Base Contract with respect to any bonds issued thereunder and secured thereby that remain outstanding until all bonds outstanding under such Base Contract, as the case may be, have been paid at maturity, redeemed prior thereto or otherwise defeased.

2. The County and the Municipalities approve the acquisition and construction of extensions and improvements to the System to serve the Municipalities pursuant to the provisions of Act 342 and approve the designation of such extensions and improvements as "*The Genesee County Sanitary Sewer System – Northeast and Western Trunk Relief Sewer*" (the "Project"). The Project to be acquired and constructed pursuant to the provisions of this Agreement shall consist of the sanitary sewer facilities shown and described on Exhibit A which is attached hereto and by this reference is made a part hereof. The Project shall be acquired and constructed substantially in accordance with the preliminary plans which have been secured by the County Agency and in accordance with the final plans and specifications to be secured by the County Agency. Each Municipality acknowledges that it has been given the opportunity to review preliminary plans for the Project secured by the County Agency, and has and hereby does approve those preliminary plans. Each Municipality agrees and consents to the establishment and location of the Project within its corporate boundaries as set forth in Exhibit A hereto and to use by the County of its streets, highways, alleys, lands, rights-of-way or other public places for the purpose and facilities of the Project and/or the System and any improvements, enlargements or extensions thereof and agrees that, in order to evidence and effectuate the foregoing agreement and consent, it will execute and deliver to the County Agency

such grants of easement, right-of-way, licenses, permits or consents as may be requested by the County Agency. Plans for the improvements to the System, including but not limited to the Project, which are to be located within a Municipality will be submitted by the County Agency to such Municipality for its review prior to the publication of advertisements for construction bids. The plans will be deemed to be approved thirty (30) days after such submission unless prior to said date, the County Agency has received written objections from such Municipality based upon the written opinion of a qualified professional engineer that such plans are inadequate. Notwithstanding the foregoing, variations which do not materially change the location, capacity or overall design of said Project may be permitted upon the authority of the County Agency if such variations will not require the issuance of additional bonds. Other variations or changes may be made if approved by the County Agency and by resolution of the governing body of the Municipality within which such change is to be located.

3. The County and the Municipalities hereby approve the estimates of \$45,000,000 as the estimated total cost of the Project, as set forth on Exhibit B which is attached hereto and by this reference is made a part hereof, and the period of not less than 50 years as the period of usefulness of the Project.

4. The County Agency shall take or cause to be taken all actions required or necessary, in accordance with Act 342, including, but not limited to those actions permitted or required under Section 7 of said Act, to procure the issuance and sale of self-liquidating revenue bonds by the County, in one or more series, in an aggregate principal amount of not to exceed \$45,000,000 (hereinafter sometimes referred to as the "Bonds"), to defray the portion of the total cost of the Project which is in excess of funds available from other sources. Such Bonds shall be issued in anticipation of, and be payable primarily from revenues of the System as hereinafter provided, and shall be secured secondarily, upon the required majority vote by the Board of Commissioners of the County as part of the ordinance authorizing the issuance of such Bonds, by the pledge of the full faith and credit of the County, and said Bonds shall be payable in annual maturities the last of which shall be not more than forty years from the date hereof.

5. The County Agency shall proceed to take bids for the acquisition and construction of the Project and, upon due authorization, sale and delivery of said Bonds, shall enter into construction contracts with the lowest responsible bidder or bidders, procure from the contractors all necessary and proper performance and construction bonds, cause the Project to be acquired and constructed within a reasonable time, and do all other things required by this Agreement and the laws of the State.

6. In the event that it shall become necessary to increase the estimated cost of the Project or the amount thereof to be financed by the Bonds, whether as the result of variations or changes made in the approved plans or otherwise or in the event the County has previously issued or contracted to sell Bonds to pay all or part of the cost of the Project and the issuance of additional bonds is determined by the County Agency after consultation with the Municipalities to be necessary to pay such increased, additional or excess costs as are essential to completion of the Project according to the plans approved prior to the time of issuance and sale of the previous Bonds issued therefore; then (without execution of any further contract or agreement or amendment of this Agreement), upon the adoption of a duly authorized resolution therefor by the County Board of Commissioners, bonds of the County shall be issued to defray such increased or excess costs, to the extent that funds therefor are not available from other sources. Notwithstanding the foregoing, no such increase or excess costs shall be approved and no such increased or additional bonds of the County shall be authorized to be issued, nor shall the County enter into any contract for acquisition or construction of the Project or any part thereof or incur any obligation therefor which exceeds by more than 10% the estimated cost as hereinbefore approved, unless the governing body of each Municipality shall have previously adopted a resolution approving such increase.

7. The proceeds of sale of the Bonds shall be used solely and only to pay the cost of the Project, and after completion thereof and payment of all costs in connection therewith, any Excess Proceeds remaining from the sale of the Bonds shall be (1) used or escrowed in conformity with the provisions of the Code for payment of interest and/or principal on the Bonds, (2) used to purchase outstanding Bonds on the open market or (3) in the alternative, upon request of all of the Municipalities subject to the terms of this

Agreement and approval of the Board of Commissioners of the County, and subject to limitations of the provisions of the Code and the ordinance authorizing the issuance of such Bonds, used for further extensions, enlargements or improvements to the System.

8. The County shall not be obligated to acquire or construct any facilities other than the Project. The responsibility for providing such additional sanitary sewer facilities as may be needed by each Municipality to access the System, including the Project to be constructed as a part thereof, shall be that of each Municipality. Each Municipality shall have the right to cause additional sanitary sewer facilities, as may be needed to access the System, to be constructed and maintained either directly or indirectly through the County Agency as provided by the Act. If such additional facilities are not to be constructed through the office of the County Agency, then all plans and specifications for such additional facilities shall, prior to the commencement of construction, be submitted to the County Agency for approval and permit and no such construction shall commence until such plans and specifications shall have been endorsed "*Approved*" and a permit therefor shall have been issued by the County Agency, which approval and permit shall not be unreasonably withheld. It shall be the duty and responsibility of the County Agency to inspect the construction of all new facilities that have access to the System and no such facilities shall be connected to the System in violation of the provisions of this Agreement.

9. The System shall, upon completion of the Project, have the capacity to transport an average of 42.5 million gallons of sanitary sewage per day from the Municipalities to the treatment facilities.

10. The County Agency shall operate and maintain the System and, upon completion of the Project, shall furnish Sewer Services to the Municipalities through the facilities of the System. Each Municipality may make Indirect Connections to the System for Sewer Services to individual users. Each Municipality shall be responsible for the collection of sanitary sewage from individual users within their Municipality and shall be limited to their purchased capacity in the System.

11. Each Municipality shall pay to the County Agency such charges for Sewer Services supplied to the Municipality through the System as shall be established by the County Agency from time to time, which charges shall be sufficient to provide:

(a) For all costs of administering, operating and maintaining the System and for the cost of Sewer Services to the Municipality provided through the facilities of the System;

(b) For the payment of the interest upon and the principal of all Bonds payable from the revenues of the System, as and when the same shall become due and payable; and

(c) For the establishment and maintenance of reserve funds in such amounts as shall be determined by the County Agency to be necessary and as shall be required and/or permitted under the Bond Ordinance and subject to any applicable limitations thereon of the Code.

12. The Municipalities agree to pay the County Agency such charges as shall be sufficient to provide funds to meet the obligations expressed in paragraph 11 above and rates shall be fixed for this purpose from time to time by the County Agency in accordance with the provisions of this Agreement and Act 342. Such rates shall be subject to review as provided by law.

13. The County Agency shall make provisions for adequate monitoring of the use of the System by the Municipalities and if the total amount of sanitary sewage, including inflow and infiltration collected by the Municipalities, exceeds the average Capacity of the System or the Capacity of an individual interceptor line, an additional charge will be made to those Municipalities whose use exceeds their connected Capacity in the System. The County Agency may establish the additional charge and all sums of money collected on account of such additional charges shall be used to operate and maintain the System or to construct additional interceptor facilities.

14. The County Agency will make appropriate adjustments to the charges for sewage delivered and Sewer Services provided in any monthly period if a Municipality meters its flow of sanitary sewage into the System at the points where the sewer main of the System enters and leaves the Municipality. Upon the written request of any Municipality, and upon payment of the cost thereof by such requesting Municipality, the County Agency will assist in the design and construction of a metering system to meter and measure the flow of sanitary sewage into the System. Any such metering system shall become a part of the System.

15. The charges for Sewer Services to the Municipalities shall be payable monthly or quarterly as shall be determined by the County Agency in accordance with a schedule of rates and charges promulgated from time to time by the County Agency, in amounts sufficient to provide for the purposes listed in paragraph 11 above, which rates and charges shall be based upon usage of the Sewer Services as calculated by the County Agency. If any Municipality does not pay its charge for Sewer Services on the date when the same becomes due, then there shall be added to such charge a penalty of one per cent (1%) for each month or fraction thereof for which the same remains unpaid. The County Agency shall have the right to utilize any method permitted by law or by this Agreement for the collection of such charges, including, in the event any Municipality does not pay its charge for Sewer Services on the date when the same becomes due, the collection of connection charges, rates, charges or assessments for the services furnished, directly from the users and beneficiaries thereof. Provided further that any such rates, charges or assessments, whether collected by the Municipality or the County Agency shall constitute a lien on the premises served, effective immediately upon the rendering of services thereto and the official records of the Municipality and/or the County Agency shall constitute notice of the pendency of such lien. Each Municipality agrees that it will promptly pay any such charges for Sewer Services as imposed by the County Agency even if the Municipality shall dispute the amount imposed and thereafter the Municipality shall submit the dispute to a committee consisting of one representative appointed by the Municipality, one representative appointed by the County Agency, and one representative appointed by the Chairman of the Board of Commissioners of the County. If such committee shall be

unable to resolve the dispute, then the Municipality may institute legal proceedings to recover such monies as it shall have paid and are subject to the dispute.

16. Each Municipality and the County Agency shall have the right to shut off services and deny the use of the System to any user or beneficiary thereof failing to pay any of the connection charges, rates, charges or assessments as fixed. Any rates, charges or assessments remaining unpaid or delinquent for a period of 6 months or more may be certified by the Municipality charged with collection thereof or in the event such Municipality fails or refuses to so do, by the County Agency, to the tax assessing officer or agent of the taxing district wherein the lands served are located and shall then be entered upon the County tax rolls against the premises to which such services have been rendered. The same shall be collected and the lien shall be enforced in accordance with the provisions of the general tax laws of the State.

17. Each Municipality reserves the right to establish rates to be collected from users or beneficiaries of the System in amounts sufficient to pay its charges for Sewer Services to the County Agency when due. Such rates may be fixed and established in such amounts as will produce additional moneys for such Municipality to be used for any lawful purposes.

18. Other than individual connections of private property to public sanitary sewers, each Municipality shall notify the County Agency of each proposed Connection to the System, whether a Direct Connection or an Indirect Connection, and shall submit plans and specifications for any additional sewer collection facilities to be constructed by the Municipality in accordance with the provisions of paragraph 7 hereof. No Connection to the System, whether a Direct Connection or an Indirect Connection, shall be made until the County Agency shall have approved such Connection. The approval of additional collection facilities shall be made by the County Agency in accordance with rules and regulations to be established by the County Agency therefor as provided under Act 342 and the laws of the State and such rules and regulations may be revised from time to time as deemed necessary or appropriate by the County Agency. The rules and regulations

established by the County Agency shall provide for such inspection of Connections to the System as may be appropriate or necessary.

19. The Municipalities and the County Agency covenant and agree that they will each comply with their respective duties and obligations under the terms of this Agreement promptly, at the times and in the manner herein set forth. This Agreement may be amended or revised only by written agreement of the parties hereto.

20. The parties hereto agree that the costs and expenses of defending any lawsuits arising directly or indirectly out of this Agreement or the construction or financing of the Project, to the extent that such costs and expenses are chargeable against the County or the County Agency, shall be deemed to constitute a part of the cost of the Project and shall be paid by the County in the same manner as herein provided with respect to other costs of the Project.

21. This Agreement shall become effective after approval of the legislative bodies of the Municipalities and the Board of Commissioners of the County, and execution by the authorized officials of the parties and shall terminate upon the earlier of: payment in full or other defeasance of all Bonds issued to finance the Project or forty (40) years from its date. This Agreement may be executed in several counterparts; and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and is contingent upon the County issuing its Bonds to defray the cost of acquisition and construction of the Project and nothing herein contained shall require the County to acquire, construct or operate the Project if it is unable to issue and sell the Bonds to finance the same.

22. The County Agency shall be the holder of the Additional Capacities in the System created by the Project. The Additional Capacities shall be held in terms of available capacity units (742 units equals 1 cubic feet per second).

23. The County Agency shall have the authority to extend this Agreement under Act 342 to Additional Municipalities in order to provide Sewer Services to such Additional



Municipalities, which extensions shall not reduce the available Capacity to the Municipalities stated in paragraph 9 of this Agreement unless the Water and Waste Services Advisory Board has approved such reduction.

24. Those Municipalities that choose not to enter into this Agreement shall retain their Current Capacity in the System as set forth in Exhibit C hereto. The County Agency shall be obligated to transport or treat each such Municipality's existing Current Capacity, but shall not be obligated to issue any additional Direct Connections or Indirect Connections to the System. If any Municipality chooses to enter into this Agreement after the effective date hereof, such Municipality shall be deemed an Additional Municipality subject to the provisions of paragraphs 23 and 25 hereof.

25. The County Agency shall have the authority to charge a County Capital Improvement Fee ("CCIF") for each new Connection to the System, whether as a Direct Connection or an Indirect Connection. The CCIF for new Connections to the System from Additional Municipalities shall be 1.5 times the rate charged to the original Municipalities. The CCIF shall be payable at the time of application for a sewer permit. The CCIF shall be used to reduce the debt service requirements of the Municipalities by (i) purchase of outstanding Bonds on the open market, or (ii) subject to provisions of the Code, retained or escrowed by the County Agency as a reserve for payment of the interest and/or principal on the Bonds next falling due. In the alternative, and subject to the provisions of the Code and the Bond Ordinance, such fees may be used or reserved by the County Agency for further extensions, enlargements or improvements to the System.

26. Each Municipality within the County that has entered into this Agreement, either as an original Municipality or an Additional Municipality under paragraphs 23 or 24, shall have a voting seat on the Water and Waste Services Advisory Board. Each Municipality outside the corporate limits of the County that has entered into this Agreement, either as an original Municipality or an Additional Municipality under paragraph 23 or 24, shall have a non-voting seat on the Water and Waste Services Advisory Board.

MICHIGAN DEPARTMENT OF TRANSPORTATION

DATE : 03/08/11  
PAGE : 027 -1

TABULATION OF BIDS

CALL ORDER : 027 CONTRACT ID : 25402-111974 COUNTIES : Genesee County  
LETTING DATE : 03/04/11 10:30 A.M. REGION : BAY  
CONTRACT TIME : 09/30/11 COMPLETION DATE

CONTRACT DESCRIPTION : PROJECT(S) : STP 1125(009)  
0.51 mi of hot mix asphalt cold milling and resurfacing,  
concrete pavement repair, concrete curb and gutter, sidewalk  
ramp, and pavement markings on Miller Road from Elms Road  
northeasterly to Tallmadge Court in the city of Swartz  
Creek, Genesee County.

VENDOR RANKING :

RANK	VENDOR NO./NAME	TOTAL BID	% OF LOW BID	% OF EST
0	-EST- ENGINEER'S ESTIMATE	\$ 527,738.00	103.9230%	100.0000%
1	05184 Cadillac Asphalt, L.L.C.	\$ 507,816.54	100.0000%	96.2251%
2	06535 Tony Angelo Cement Construction Company	\$ 507,939.13	100.0241%	96.2484%
3	00745 Lois Kay Contracting Co.	\$ 524,235.57	103.2333%	99.3363%
4	01682 C & D Hughes, Inc.	\$ 542,909.60	106.9106%	102.8748%
5	03727 Pyramid Paving and Contracting Co.	\$ 546,212.32	107.5610%	103.5007%
6	00656 Ace Asphalt & Paving Company	\$ 551,152.99	108.5339%	104.4369%
7	08046 L. A. Construction, Corp.	\$ 563,830.49	111.0304%	106.8391%
8	01411 Barrett Paving Materials Inc.	\$ 569,971.91	112.2397%	108.0028%
9	02985 Zito Construction	\$ 586,954.00	115.5839%	111.2207%
10	00891 Florence Cement Company	\$ 591,463.07	116.4718%	112.0751%
11	06903 Fiore Enterprises LLC	\$ 599,200.82	117.9955%	113.5413%
12	00588 Ajax Paving Industries, Inc.	\$ 622,688.75	122.6208%	117.9920%
13	07114 Carlo Construction, Inc.	\$ 676,487.10	133.2149%	128.1862%
14	00323 Kelcrist Corporation	\$ 689,064.11	135.6915%	130.5694%

LINE NO / ITEM CODE / ALT	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
SECTION 0001 Road Work								
0010 1000001	Mobilization, Max. _____	1.000	47000.00000	47000.00	23375.00000	23375.00	47700.00000	47700.00
0020 2030001	Culv, Rem, Less than 24 inch	1.000	250.00000	250.00	250.00000	250.00	450.00000	450.00
0030 2040013	Sidewalk, Rem	113.000	8.00000	904.00	2.40000	271.20	12.00000	1356.00
0040 2047011	Pavt, Rem, Modified	3458.000	5.00000	17290.00	4.50000	15561.00	5.00000	17290.00
0050 2050010	Embankment, CIP	200.000	10.00000	2000.00	1.00000	200.00	6.00000	1200.00
0060 2050041	Subgrade Undercutting, Type II	500.000	20.00000	10000.00	14.00000	7000.00	20.00000	10000.00

TABULATION OF BIDS

PAGE : 027 -2

CALL ORDER : 027 CONTRACT ID : 25402-111974 COUNTIES : Genesee County  
LETTING DATE : 03/04/11 10:30 A.M. REGION : BAY

LINE NO / ITEM CODE / ALT	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0070 2057002	Machine Grading, Modified	10.000	2000.00000	20000.00	840.00000	8400.00	1350.00000	13500.00
0080 2080006	Erosion Control, Inlet Protection, Fabric Drop	3.000	60.00000	180.00	35.00000	105.00	45.00000	135.00
0090 2080025	Erosion Control, Silt Fence	680.000	2.00000	1360.00	1.25000	850.00	1.30000	884.00
0100 3027031	Aggregate Base, Modified	2385.000	12.00000	28620.00	20.00000	47700.00	13.00000	31005.00
0110 3067031	Maintenance Gravel, Modified	100.000	20.00000	2000.00	10.00000	1000.00	13.00000	1300.00
0120 4030052	Dr Structure Cover, Adj, Case 1	2.000	300.00000	600.00	460.00000	920.00	585.00000	1170.00
0130 4030053	Dr Structure Cover, Adj, Case 2	2.000	280.00000	560.00	185.00000	370.00	230.00000	460.00
0140 5020003	Cold Milling HMA Surface	3916.000	1.25000	4895.00	2.76000	10808.16	2.76000	10808.16
0150 5020025	Hand Patching	212.000	100.00000	21200.00	78.00000	16536.00	78.00000	16536.00
0160 5020030	HMA, 2C	774.000	63.00000	48762.00	67.24000	52043.76	63.57000	49203.18
0170 5020031	HMA, 3C	430.000	60.00000	25800.00	67.94000	29214.20	67.94000	29214.20
0180 5020032	HMA, 4C	833.000	65.00000	54145.00	68.90000	57393.70	68.90000	57393.70
0190 6020001	Cement	3.000	160.00000	480.00	165.00000	495.00	0.01000	0.03



0200 6030020	1359.000	Ft	9.00000	12231.00	9.00000	12231.00	9.00000	12231.00
Joint, Contraction, Crg								
0210 6030024	1162.000	Ft	6.00000	6972.00	9.00000	10458.00	6.00000	6972.00
Joint, Tied, Trg								
0220 6030030	342.000	Ea	5.00000	1710.00	4.00000	1368.00	7.00000	2394.00
Lane Tie, Epoxy Anchored								
0230 6030038	58.000	Ea	13.00000	754.00	60.00000	3480.00	0.01000	0.58
Pavt Repr, Conc, Moving from Repr to Repr								
0240 6030066	917.000	Syd	74.00000	67858.00	45.00000	41265.00	50.00000	45850.00
Pavt Repr, Reinf Conc, 9 inch								
0250 6030080	917.000	Syd	16.00000	14672.00	26.00000	23842.00	20.00000	18340.00
Pavt Repr, Rem								
0260 6030110	92.000	Ft	2.00000	184.00	4.00000	368.00	1.40000	128.80
Saw Cut, Intermediate								

PAGE : 027 -3

TABULATION OF BIDS

CALL ORDER : 027

CONTRACT ID : 25402-111974

COUNTIES : Genesee County

LETTING DATE : 03/04/11 10:30 A.M.

REGION : BAY

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY		( 0 ) -EST- ENGINEER'S ESTIMATE		( 1 ) 05184 Cadillac Asphalt, L.L.C.		( 2 ) 06535 Tony Angelo Cement Constructi	
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0270 8010002	139.000	Syd	40.00000	5560.00	45.00000	6255.00	39.00000	5421.00
Driveway, Reinf Conc, 8 inch								
0280 8020023	850.000	Ft	15.00000	12750.00	15.00000	12750.00	15.00000	12750.00
Curb and Gutter, Conc, Det C4								
0290 8020050	105.000	Ft	15.00000	1575.00	16.00000	1680.00	15.00000	1575.00
Driveway Opening, Conc, Det M								
0300 8030002	407.000	Sft	2.50000	1017.50	4.00000	1628.00	4.50000	1831.50
Sidewalk, Conc, 4 inch								
0310 8030010	849.000	Sft	4.00000	3396.00	4.00000	3396.00	4.50000	3820.50
Sidewalk Ramp								
0320 8030014	40.000	Ft	20.00000	800.00	70.00000	2800.00	25.00000	1000.00
Detectable Warning Surface								
0330 8110035	774.000	Ft	2.50000	1935.00	2.35000	1818.90	2.35000	1818.90
Pavt Mrkg, Ovly Cold Plastic, 6 inch, Crosswalk								
0340 8110040	328.000	Ft	8.50000	2788.00	9.75000	3198.00	9.75000	3198.00
Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar								
0350 8110045	11.000	Ea	90.00000	990.00	105.00000	1155.00	105.00000	1155.00
Pavt Mrkg, Ovly Cold Plastic, Lt Turn Arrow Sym								
0360 8110050	14.000	Ea	95.00000	1330.00	115.00000	1610.00	115.00000	1610.00
Pavt Mrkg, Ovly Cold Plastic, Only								
0370 8110052	4.000	Ea	90.00000	360.00	105.00000	420.00	105.00000	420.00
Pavt Mrkg, Ovly Cold Plastic, Rt Turn Arrow Sym								
0380 8110182	10866.000	Ft	0.75000	8149.50	0.63000	6845.58	0.63000	6845.58
Pavt Mrkg, Polyurea, 4 inch, White								
0390 8110183	12428.000	Ft	0.75000	9321.00	0.63000	7829.64	0.63000	7829.64
Pavt Mrkg, Polyurea, 4 inch, Yellow								
0400 8110187	114.000	Ft	1.00000	114.00	1.35000	153.90	1.35000	153.90
Pavt Mrkg, Polyurea, 6 inch, Yellow								
0410 8120007	20.000	Ea	110.00000	2200.00	54.00000	1080.00	25.00000	500.00
Barricade, Type III, High Intensity, Double Sided, Lighted, Furn								
0420 8120008	20.000	Ea	25.00000	500.00	5.40000	108.00	0.01000	0.20
Barricade, Type III, High Intensity, Double Sided, Lighted, Oper								
0430 8120030	1.000	LS	5000.00000	5000.00	5500.00000	5500.00	500.00000	500.00
Flag Control								
0440 8120042	4.000	Ea	500.00000	2000.00	324.00000	1296.00	275.00000	1100.00
Lighted Arrow, Type C, Furn								

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TABULATION OF BIDS

CALL ORDER : 027

CONTRACT ID : 25402-111974

COUNTIES : Genesee County

LETTING DATE : 03/04/11 10:30 A.M.

REGION : BAY

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY		( 0 ) -EST- ENGINEER'S ESTIMATE		( 1 ) 05184 Cadillac Asphalt, L.L.C.		( 2 ) 06535 Tony Angelo Cement Constructi	
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0450 8120043	4.000	Ea	150.00000	600.00	54.00000	216.00	75.00000	300.00
Lighted Arrow, Type C, Oper								
0460 8120050	1.000	LS	5000.00000	5000.00	4700.00000	4700.00	2500.00000	2500.00
Minor Traf Devices								
0470 8120077	500.000	Ft	0.40000	200.00	0.55000	275.00	0.55000	275.00
Pavt Mrkg, Longit, 6 inch or Less Width Rem								
0480 8120090	18670.000	Ft	1.00000	18670.00	1.25000	23337.50	1.25000	23337.50
Pavt Mrkg, Type R, 4 inch, White, Temp								
0490 8120091	31000.000	Ft	1.00000	31000.00	1.25000	38750.00	1.25000	38750.00
Pavt Mrkg, Type R, 4 inch, Yellow, Temp								
0500 8120100	300.000	Ea	20.00000	6000.00	10.80000	3240.00	12.00000	3600.00



Plastic Drum, High Intensity, Furn	0510 8120101	300.000	Ea	4.00000	1200.00	1.08000	324.00	1.00000	300.00
Plastic Drum, High Intensity, Oper	0520 8120105	5.000	Ea	30.00000	150.00	25.00000	125.00	20.00000	100.00
Sign Cover	0530 8120120	650.000	Sft	5.00000	3250.00	2.38000	1547.00	3.00000	1950.00
Sign, Type B, Temp, Furn	0540 8120121	650.000	Sft	1.00000	650.00	0.54000	351.00	0.01000	6.50
Sign, Type B, Temp, Oper	0550 8167011	162.000	Syd	2.50000	405.00	6.00000	972.00	6.23000	1009.26
Slope Restoration, Special	0560 8200170	8.000	Ea	1200.00000	9600.00	975.00000	7800.00	970.00000	7760.00
Traf Loop	0570 8210005	1.000	Ea	250.00000	250.00	350.00000	350.00	0.00000	0.00
Monument Box, Adj	0580 8210010	1.000	Ea	350.00000	350.00	450.00000	450.00	700.00000	700.00
Monument Preservation	0590 8250045	1.000	Ea	200.00000	200.00	350.00000	350.00	300.00000	300.00
Gate Box, Adj									
SECTION TOTALS				\$	527,738.00	\$	507,816.54	\$	507,939.13
CONTRACT TOTALS				\$	527,738.00	\$	507,816.54	\$	507,939.13

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TABULATION OF BIDS

PAGE : 027 -5

CALL ORDER : 027  
 LETTING DATE : 03/04/11 10:30 A.M.

CONTRACT ID : 25402-111974  
 REGION : BAY

COUNTIES : Genesee County

LINE NO / ITEM CODE / ALT	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
SECTION 0001	Road Work								
0010 1000001	Mobilization, Max. _____	1.000	LS	40000.00000	40000.00	39925.00000	39925.00	47577.00000	47577.00
0020 2030001	Culv, Rem, Less than 24 inch	1.000	Ea	150.00000	150.00	800.00000	800.00	300.00000	300.00
0030 2040013	Sidewalk, Rem	113.000	Syd	5.80000	655.40	10.00000	1130.00	6.50000	734.50
0040 2047011	Pavt, Rem, Modified	3458.000	Syd	5.93000	20505.94	8.00000	27664.00	7.00000	24206.00
0050 2050010	Embankment, CIP	200.000	Cyd	8.00000	1600.00	12.00000	2400.00	6.00000	1200.00
0060 2050041	Subgrade Undercutting, Type II	500.000	Cyd	2.00000	1000.00	15.00000	7500.00	17.00000	8500.00
0070 2057002	Machine Grading, Modified	10.000	Sta	1800.00000	18000.00	500.00000	5000.00	1300.00000	13000.00
0080 2080006	Erosion Control, Inlet Protection, Fabric Drop	3.000	Ea	100.00000	300.00	100.00000	300.00	80.00000	240.00
0090 2080025	Erosion Control, Silt Fence	680.000	Ft	0.10000	68.00	2.00000	1360.00	1.40000	952.00
0100 3027031	Aggregat Base, Modified	2385.000	Ton	23.03000	54926.55	22.00000	52470.00	20.50000	48892.50
0110 3067031	Maintenance Gravel, Modified	100.000	Ton	22.00000	2200.00	25.00000	2500.00	25.00000	2500.00
0120 4030052	Dr Structure Cover, Adj, Case 1	2.000	Ea	400.00000	800.00	400.00000	800.00	430.00000	860.00
0130 4030053	Dr Structure Cover, Adj, Case 2	2.000	Ea	400.00000	800.00	400.00000	800.00	280.00000	560.00
0140 5020003	Cold Milling HMA Surface	3916.000	Syd	2.00000	7832.00	2.00000	7832.00	1.73000	6774.68
0150 5020025	Hand Patching	212.000	Ton	64.16000	13601.92	63.16000	13389.92	100.35000	21274.20
0160 5020030	HMA, 2C	774.000	Ton	60.56000	46873.44	59.56000	46099.44	56.33000	43599.42
0170 5020031	HMA, 3C	430.000	Ton	68.00000	29240.00	66.95000	28788.50	62.38000	26823.40
0180 5020032	HMA, 4C	833.000	Ton	71.62000	59659.46	70.62000	58826.46	57.54000	47930.82
0190 6020001	Cement	3.000	Ton	165.00000	495.00	300.00000	900.00	150.00000	450.00

U

TABULATION OF BIDS

PAGE : 027 -6

CALL ORDER : 027  
 LETTING DATE : 03/04/11 10:30 A.M.

CONTRACT ID : 25402-111974  
 REGION : BAY

COUNTIES : Genesee County

LINE NO / ITEM CODE / ALT	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
0200 6030020	Joint, Contraction, Crg	1359.000	Ft	9.00000	12231.00	0.01000	13.59	7.00000	9513.00
0210 6030024	Joint, Tied, Trg	1162.000	Ft	9.00000	10458.00	0.01000	11.62	6.00000	6972.00
0220 6030030		342.000	Ea	4.00000	1368.00	0.01000	3.42	5.00000	1710.00



## Genesee District Library seeks tax increase to restore lost revenue

Published: Wednesday, March 02, 2011, 10:21 AM Updated: Wednesday, March 02, 2011, 10:25 AM



By **Blake Thorne** | Flint Journal

**GENESEE COUNTY, Michigan** — The **Genesee District Library** is asking residents to increase by about 33 percent the tax they pay to help run the library.

If voters approve the .25-mill tax in May, the institution will collect an extra \$2.2 million from 2011 tax bills and avoid cutting staff and services in the immediate future, said spokesman Trenton Smiley.

The GDL's \$8 million budget is funded primarily through a .7481-mill tax on property in Genesee County outside Flint.

The new tax would bring that rate to almost 1 mill with both taxes expiring after 2016.

"Libraries are part of the solution when a community is struggling economically," said Executive Director Carolyn Nash.

"Patrons in record numbers are coming to us for job searches, free Internet access, reading materials, and family programming."

A .25-mill tax would cost \$25 per year for the owner of a \$200,000 home with a taxable value of \$100,000.

Library officials cite falling tax revenue, decreased state aid and rising operations costs as reasons to ask for the additional funds.

The library's property tax revenue, for example, has fallen about 15 percent in the past two years.



[View full size](#)

FILE | THE FLINT JOURNAL

Margie Stanuszek, a volunteer at Perkins Library in Swartz Creek, restocks books in September. Perkins Library is a branch of the Genesee District Library, which is asking voters to approve a .25 mill tax in May.

"This will kind of prop us up a little bit, kind of restore some of that lost funding," Smiley said.

The proposal comes after the GDL trimmed operating hours at 13 of its 20 locations in 2009 and 2010.

Smiley said there are no immediate plans to return those hours, even if the proposal passes.

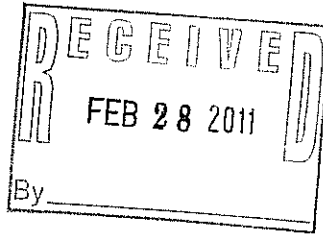
"I think we're just looking at (operating at the level) where we are right now," Smiley said.

This is the first tax increase the GDL has asked for since the current millage was set in 1998, he added.

Regardless of the proposal's success, GDL officials say they are exploring new ways to generate revenue, like hosting fund-raisers.

The library employs 124 full- and part-time staffers.

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February 25, 2010

**Board of Directors**

Linda Barber  
Community Volunteer  
Gordon Barden  
Village of Otisville  
Ron Butler  
Community Volunteer  
Dan Emerton  
UAW Local 599  
Nicole Ferguson  
Genesee Intermediate  
School District  
Greg Gaines  
Mr. Rogers Program  
Gary Haggart  
Shelter of Flint  
Kay Kelly  
City of Flint Kearsley  
Park Project  
Michael Kelly  
Mott Community College  
Roxy Moreno  
Community Volunteer  
Cary Rouse  
Michigan Department of  
Transportation  
Dale Scanlon  
Citizens Nuisance Task Force  
Nayyirah Shariff  
Community Volunteer  
Sheila Taylor  
Genesee County Metropolitan  
Planning Commission  
Brian VanPatten  
Genesee County Parks and  
Recreation Commission  
Betty Walker  
Walker Farms & Greenhouse

Karen West  
Program Director

Erin Caudell  
Applewood Program Liaison

**Subject: Genesee County Household Hazardous Waste Contributions**

Dear Paul:

We thank you for the assistance you have provided in the past to help make the household hazardous waste collections possible! Since the start of this program in 1993 and with efforts from many entities, over 1.7 million pounds of hazardous waste has been collected and properly disposed of from county residents.

The spring and fall events in 2010 collected over 110,000 pounds of hazardous waste at a cost of \$34,253, which included materials from City of Swartz Creek residents. The next collection is in May and staff is currently working to secure a date and location. As soon as the information is available, all local units will be notified.

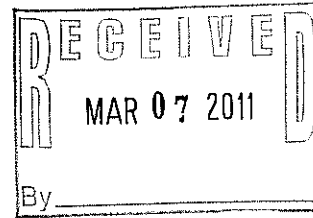
As this program becomes more successful in removing harmful materials from the environment, the cost to dispose of larger quantities also increases. We know you recognize the importance of hazardous waste collections and are hopeful that will be confirmed with your support again this year. The suggested donation amount of \$750 is based on the size of your community and is also noted on the attached slip. Thank you for sending in your contribution by April 15.

In the past, the donations to help finance these collections have been sent to the Genesee County Recycling Coalition. Since 2008, Keep Genesee County Beautiful has provided fiscal responsibility for the Household Hazardous Waste collections in Genesee County.

This program continues to be successful with your assistance, local volunteers, and support from Genesee County, the Genesee County Metropolitan Planning Commission, General Motors, UAW Local 599, and several other local organizations. Should you have any questions regarding the use of the funding or collection events, please contact Mr. Nate Scramlin at the Genesee County Metropolitan Planning Commission at 810-257-3010.

Thank you,

Karen West, Program Director  
Keep Genesee County Beautiful



February 28, 2011

Dear City of Swartz Creek:

I am writing this letter in regard to the traffic light at Morrish road and Interstate 69, by BP gas station and Sports Creek raceway. If you are traveling east on 69 and get off the freeway at the Morrish road exit it is very hard to turn left. Now I understand that is it just blinking red facing the interstate and yellow facing Morrish road. I would like that traffic light to be in use. Now you don't have to use all day long, maybe from 6:00 to 9:00 in the morning and 2:00 to 5:30 in the afternoon. This way you can get all the morning traffic and buses thru and all the afternoon traffic and buses thru and still save a little money. The reason for this letter is because I come from Perry to go to Swartz Creek middle school and as you know it is hard to turn left.

Thank you for taking the time to read and take into consideration my request.

Sincerely,

Nicholas Lake

5392 Don Shenk Dr

Swartz Creek Michigan.



March 11, 2011

Dear Mr. Bueche,

I am writing this to inform you that Friends of the Perkins Library has submitted a grant proposal to the Ruth Mott Foundation to receive their 2011 Beautification Grant, "Keep Genesee County Beautiful".

In the grant we propose to work with Frost Gardens and plant perennials, shrubs and ornamental grasses in the raised area in front of the library. This will take place, providing we receive the grant, in May 2011. I have spoken with Mr. Sverck and received his support in this matter. Our goal is to not only beautify the Library, but create an opportunity to involve the Swartz Creek Community in this project, *hoping to spark more community pride and involvement.*

It is our hope that you and the Swartz Creek City Council will support our efforts.

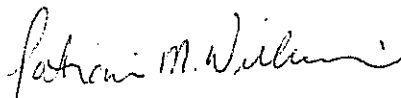
You may e-mail us for additional information at [FOPLIBRARY@yahoo.com](mailto:FOPLIBRARY@yahoo.com)

Sincerely,

Patricia Williams, grant writer, Friends OF Perkins Library

[Patriciamwilliams48@msn.com](mailto:Patriciamwilliams48@msn.com)

810-635-3667-home

A handwritten signature in cursive script that reads "Patricia M. Williams".

# HOUSE BILL No. 4317

February 23, 2011, Introduced by Reps. Callton and Poleski and referred to the Committee on Commerce.

A bill to amend 1975 PA 197, entitled

"An act to provide for the establishment of a downtown development authority; to prescribe its powers and duties; to correct and prevent deterioration in business districts; to encourage historic preservation; to authorize the acquisition and disposal of interests in real and personal property; to authorize the creation and implementation of development plans in the districts; to promote the economic growth of the districts; to create a board; to prescribe its powers and duties; to authorize the levy and collection of taxes; to authorize the issuance of bonds and other evidences of indebtedness; to authorize the use of tax increment financing; to reimburse downtown development authorities for certain losses of tax increment revenues; and to prescribe the powers and duties of certain state officials,"

by amending section 3 (MCL 125.1653), as amended by 2005 PA 115.

**THE PEOPLE OF THE STATE OF MICHIGAN ENACT:**

1           Sec. 3. (1) When the governing body of a municipality  
2 determines that it is necessary for the best interests of the  
3 public to halt property value deterioration and increase property  
4 tax valuation where possible in its business district, to eliminate

1 the causes of that deterioration, and to promote economic growth,  
2 the governing body may, by resolution, declare its intention to  
3 create and provide for the operation of an authority.

4 (2) In the resolution of intent, the governing body shall set  
5 a date for the holding of a public hearing on the adoption of a  
6 proposed ordinance creating the authority and designating the  
7 boundaries of the downtown district. Notice of the public hearing  
8 shall be published twice in a newspaper of general circulation in  
9 the municipality, not less than 20 or more than 40 days before the  
10 date of the hearing. Not less than 20 days before the hearing, the  
11 governing body proposing to create the authority shall also mail  
12 notice of the hearing to the property taxpayers of record in the  
13 proposed district and for a public hearing to be held after  
14 February 15, 1994 to the governing body of each taxing jurisdiction  
15 levying taxes that would be subject to capture if the authority is  
16 established and a tax increment financing plan is approved.  
17 Beginning June 1, 2005, the notice of hearing within the time frame  
18 described in this subsection shall be mailed by certified mail to  
19 the governing body of each taxing jurisdiction levying taxes that  
20 would be subject to capture if the authority is established and a  
21 tax increment financing plan is approved. Failure of a property  
22 taxpayer to receive the notice shall not invalidate these  
23 proceedings. Notice of the hearing shall be posted in at least 20  
24 conspicuous and public places in the proposed downtown district not  
25 less than 20 days before the hearing. The notice shall state the  
26 date, time, and place of the hearing, and shall describe the  
27 boundaries of the proposed downtown district. A citizen, taxpayer,

1 or property owner of the municipality or an official from a taxing  
2 jurisdiction with millage that would be subject to capture has the  
3 right to be heard in regard to the establishment of the authority  
4 and the boundaries of the proposed downtown district. The governing  
5 body of the municipality shall not incorporate land into the  
6 downtown district not included in the description contained in the  
7 notice of public hearing, but it may eliminate described lands from  
8 the downtown district in the final determination of the boundaries.

9 (3) Not more than 60 days after a public hearing held after  
10 February 15, 1994, the governing body of a taxing jurisdiction  
11 levying ad valorem property taxes that would otherwise be subject  
12 to capture may exempt its taxes from capture by adopting a  
13 resolution to that effect and filing a copy with the clerk of the  
14 municipality proposing to create the authority. ~~The~~**BEGINNING JULY**  
15 **1, 2011, ONCE BONDS ISSUED BY AN AUTHORITY UNDER THIS ACT ARE PAID,**  
16 **THE GOVERNING BODY OF A TAXING JURISDICTION LEVYING AD VALOREM**  
17 **PROPERTY TAXES THAT WOULD OTHERWISE BE SUBJECT TO CAPTURE MAY**  
18 **EXEMPT ITS TAXES FROM CAPTURE BY ADOPTING A RESOLUTION TO THAT**  
19 **EFFECT AND FILING A COPY WITH THE CLERK OF THE MUNICIPALITY THAT**  
20 **CREATED THE AUTHORITY. A** resolution **DESCRIBED IN THIS SUBSECTION**  
21 takes effect when filed with that clerk and remains effective until  
22 a copy of a resolution rescinding that resolution is filed with  
23 that clerk.

24 (4) Not less than 60 days after the public hearing, if the  
25 governing body of the municipality intends to proceed with the  
26 establishment of the authority, it shall adopt, by majority vote of  
27 its members, an ordinance establishing the authority and

1 designating the boundaries of the downtown district within which  
2 the authority shall exercise its powers. The adoption of the  
3 ordinance is subject to any applicable statutory or charter  
4 provisions in respect to the approval or disapproval by the chief  
5 executive or other officer of the municipality and the adoption of  
6 an ordinance over his or her veto. This ordinance shall be filed  
7 with the secretary of state promptly after its adoption and shall  
8 be published at least once in a newspaper of general circulation in  
9 the municipality.

10 (5) The governing body of the municipality may alter or amend  
11 the boundaries of the downtown district to include or exclude lands  
12 from the downtown district pursuant to the same requirements for  
13 adopting the ordinance creating the authority.

14 (6) A municipality that has created an authority may enter  
15 into an agreement with an adjoining municipality that has created  
16 an authority to jointly operate and administer those authorities  
17 under an interlocal agreement under the urban cooperation act of  
18 1967, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512.

19 (7) A municipality that has created an authority may enter  
20 into an agreement with a qualified township to operate its  
21 authority in a downtown district in the qualified township under an  
22 interlocal agreement under the urban cooperation act of 1967, 1967  
23 (Ex Sess) PA 7, MCL 124.501 to 124.512. The interlocal agreement  
24 between the municipality and the qualified township shall provide  
25 for, but is not limited to, all of the following:

26 (a) Size and makeup of the board.

27 (b) Determination and modification of downtown district,

1 business district, and development area.

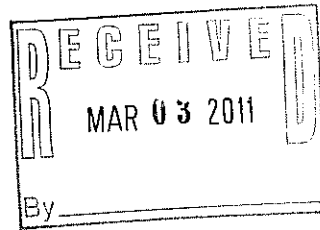
2 (c) Modification of development area and development plan.

3 (d) Issuance and repayment of obligations.

4 (e) Capture of taxes.

5 (f) Notice, hearing, and exemption of taxes from capture

6 provisions described in this section.



February 25, 2011

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

RE: Important Information – Price Changes

Dear Mr. Bueche:

Beginning April 1, 2011, we are adjusting some of our video-related prices in Michigan.

While we have been highly focused on controlling our costs for the benefit of our customers, our costs have increased. We also continue to invest in next-generation technology and equipment to support new product features, more programming choices and improved customer experience. These investments make it possible to provide the additional High Definition (HD) and 3D channels customers demand while delivering continued innovations such as digital video and sound, video on demand, and a new interactive guide.

At Comcast, we are focused on transforming our products by adding the content, interactivity and new features that customers want in order to bring them the greatest value in entertainment. And we stand behind it all with the Comcast Customer Guarantee: our promise to provide a consistently superior experience backed by 24/7 customer service, more convenient appointments and the best products and services. The enclosed attachment will provide you with detailed information regarding the scheduled video price adjustments, starting April 1, 2011.

Visit us at [Comcast.com](http://Comcast.com) to learn more.

As always, if you should have any questions or concerns regarding this matter, or any matter, please feel free to contact me at 586-883-7075.

Sincerely,

Gerald W. Smith  
Government Affairs Manager  
Comcast, Michigan Region  
36250 Van Dyke Ave.  
Sterling Heights, MI 48312

Enclosure

**Schedule of video-related price changes; effective April 1, 2011, unless noted below.**

All prices are subject to applicable franchise fees and state sales tax, and are subject to change.

<b>VIDEO SERVICES</b>	<b><u>CURRENT MONTHLY PRICE</u></b>	<b><u>NEW MONTHLY PRICE APRIL 1, 2011</u></b>
Limited Basic Service	\$17.99	\$18.99
Digital Starter Package (includes Limited Basic and Standard Basic channels)	\$60.98	\$60.98
Digital Preferred (requires subscription to Digital Starter Package)	\$16.95	\$17.95
Digital Preferred Package	\$77.93	\$78.93
Digital Preferred Package with 1 Premium (includes Digital Preferred and choice of 1 premium: HBO, Showtime, Starz or Cinemax)	\$96.49	\$97.49
Digital Preferred Package with 2 Premiums (includes Digital Preferred, HBO and choice of Showtime, Starz or Cinemax)	\$107.99	\$108.99
Digital Preferred Plus Package (includes Digital Preferred, HBO and Starz)	\$113.99	\$114.99
Digital Premier Package (includes Digital Preferred, HBO, Showtime, Starz and Cinemax)	\$120.99	\$121.99
Digital Premier Package plus Sports Entertainment Package (includes Digital Preferred, HBO, Showtime, Starz, Cinemax and Sports Entertainment Package)	\$128.94	\$129.94
Senior Limited Basic	\$16.19	\$17.09
Digital Additional Outlet Service	\$7.95	\$8.95
AnyRoom™ (DVR) Additional Outlet	\$7.95	\$8.95

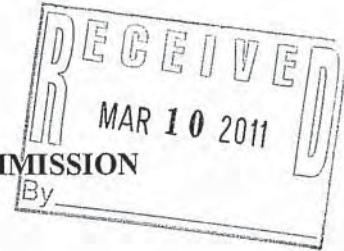
<b>TRIPLE PLAY PACKAGES</b>	<b><u>CURRENT MONTHLY PRICE</u></b>	<b><u>NEW MONTHLY PRICE APRIL 1 2011</u></b>
TP3.0 Value Plus	\$119.99	\$124.99
TP3.0 Starter	\$134.99	\$139.99
TP3.0 Preferred with Blast!	\$164.99	\$169.99
TP3.0 Premier	\$199.99	\$204.99

<b>INSTALLATION/SERVICE CHARGES</b>	<b><u>CURRENT PRICE</u></b>	<b><u>NEW PRICE</u></b>
Service Protection Plan (monthly)	\$2.95	\$3.95
Hourly Service Charge (effective 5/1/11)	\$50.00	\$60.00
Wall Fish (per 15 minutes) (effective 5/1/11)	\$12.50	\$15.00
Live Agent Assisted Payment Fee (by phone) (effective 5/1/11)	\$4.00	\$5.00

Subscription to Limited Basic is required to receive any other level of service. Certain services are available separately or as a part of other levels of service. Unless otherwise specified, prices shown are the monthly charge for residential service only and do not include federal, state and local taxes, FCC user and franchise fees or Regulatory Recovery fees or other related costs. Prices, services and features are subject to change. Not all services are available in all areas.



STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION



NOTICE OF HEARING  
FOR THE ELECTRIC CUSTOMERS OF  
CONSUMERS ENERGY COMPANY  
CASE NO. U-16546

- Consumers Energy Company (Consumers Energy) requests that the Michigan Public Service Commission find that no refund is required with respect to provisional electric rates implemented by Consumers Energy between July 22, 2010 through November 4, 2010.
- 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 its application. Any person may review the documents at the offices of Consumers Energy Company.
- A public hearing will be held:

**DATE/TIME:** March 22, 2011, 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 Sharon L. Feldman

**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 Consumers Energy's February 2, 2011 application, which requests that the Commission find that no refund is required pursuant to MCL 460.6a(1) with respect to the provisional electric rates implemented by Consumers Energy in Case No. U-16191 for the period July 22, 2010 through November 4, 2010. Consumers Energy also requests that the Commission find that no customer rates or charges will be increased if the relief requested is granted.

On January 22, 2010, Consumers Energy sought authority with the Commission to increase its retail electric rates by \$178 million annually. The Company implemented a \$150 million provisional increase in its retail electric rates effective July 22, 2010 through November 4, 2010.



On November 4, 2010, the Commission authorized Consumers Energy to increase its retail electric rates by \$145,749,000 annually and directed Consumers Energy to file a self-implementation reconciliation application within 90 days.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: [michigan.gov/mpscedockets](http://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](mailto:mpscedockets@michigan.gov). If you require assistance prior to e-filing, contact Commission staff at (517) 241-6180 or by email at: [mpscedockets@michigan.gov](mailto: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 15, 2011. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy Company's Legal Department – Regulatory Group, One Energy Plaza, Jackson, 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/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 website, 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 website at: [michigan.gov/mpscedockets](http://michigan.gov/mpscedockets), and at the office of Consumers Energy Company, One Energy Plaza, Jackson, MI. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 241-6180.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1982 PA 304, as amended, MCL 460.6h 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.

February 28, 2011  
Rev.