

City of Swartz Creek

AGENDA

Regular Council Meeting, Monday July 9, 2012 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 June 25, 2012 MOTION Pg. 6, 16-66
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 Report Pg. 67-77
 - 6C. Monthly DPW Report Pg. 78-83
 - 6D. Monthly Check Ledger Pg. 84-87
 - 6E. Street Usage Application (Agenda Item) Pg. 88-91
 - 6F. Flood Relief Notice, SBA Loans Pg. 92-93
 - 6G. WWS Water Quality Report Pg. 94-97
 - 6H. Consumer Energy Hearing Notice Pg. 98-99
 - 6I. Comcast Letter, Channel Changes Pg. 100
7. **MEETING OPENED TO THE PUBLIC:**
 - 7A. Proclamations PROC.
 - 7B. General Public Comments
8. **COUNCIL BUSINESS:**
 - 8A. Rates & Fees: Bulk Water Purchases RESO. Pg. 7, 5
 - 8B. Street Usage Permit, 5k Foot Race RESO. Pg. 15,88-91
9. **MEETING OPENED TO THE PUBLIC:**
 - 9A. General Public Comments
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION TABLE

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

Regular Council Meeting of Monday July 9, 2012 7:00 P.M.

TO: Honorable Mayor, Mayor Pro-Tem & Council Members
FROM: PAUL BUECHE // City Manager
DATE: 6-July-2012

OLD / ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

✓ **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).

2011-2014 TIP, PENDING PROJECTS FUNDED & QUEUED (shaded)

Project	Year	Grant	City Match	P.E.	C.E.	Total
Bristol Road @ GM-SPO	2013	\$54,912	\$13,728	\$8,000	\$16,000	\$92,640
Morrish Road Bridge Deck Over Creek	2013	\$584,000	\$132,000*	\$30,000	\$60,000	\$806,000
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
Totals:		\$3,225,871	\$792,468	\$214,000	\$356,000	\$4,588,339

*Includes Enhancements, Walk-Way & Lighting

Design on the Morrish Road Bridge is complete and has been submitted to MDOT for review. Incorporated into the design is the closure of the road. The project is estimated to last for two months and will be timed for work while the school is on summer break (2013). I'll keep the Council posted on developments.

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

KAREGNONDI WATER AUTHORITY *(Status)*

Pending.

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

We approved Phase IV of the sewer rehabilitation project (Winshall Drive) at the meeting of July 25th, the cost being \$82,492.50 (work halted at around \$10k). The TV work has revealed we have one for sure, and possibly a second that will need to be excavated to repair. The first is a broken line that's off-set and the second is a "top down" lead into the main that the connection at the main is crushed. The second may be able to be lined but we must be prepared to excavate if the process fails. We've left the deteriorated areas for now until the ground dries up a bit, in towards summer. This work may get expensive as the mains are in the backyards, which will require the removal of fences and the like in order to get to the problem. To further complicate the matter, one of the problem areas has a garage in our easement, very close to where we have to dig. At any rate, we need to get together a very specific bid package that includes a survey to identify easement lines and encroachments. We also will need to factor in maximum costs for property we may damage, prepare grading permits and waivers of liability. We approved light design engineering, survey and bid package preparation in the amount of \$6,847 at the meeting of

February 27th. We'll be back for review and decision as soon as we get the bids back.

- ❑ **BEAR CREEK SANITARY SEWER AGREEMENT** (*Status*)
Pending the outcome of the Morrish Road Bridge Project.

- ✓ **MARATHON REDEVELOPMENT PROJECT** (*Status*)
The Council selected the Biggby Project at the Special Meeting of February 20th. Here is the schedule:

RFP Issued	September 8, 2011
Pre-Bid Meeting	September 29, 2011 @ 4:00 p.m.
RFP Response Deadline	November 1, 2011 @ 4:00 p.m.
Presentations by Invitation:	February 2, 2012
Council Selection:	February 20, 2012
Purchase Agreement:	June, 2012
Planning Commission Site Plan:	June-July, 2012
Final Site Plan Approval, Develop	
Agreement Approval:	July-August, 2012
Commence Construction:	Late Summer, 2012

Pending closing.

- ✓ **PERSONNEL & POLICIES & PROCEDURES** (*Status*)
Pending.
- ✓ **CITY PROPERTY, 4438 MORRISH ROAD** (*Status*)
We'll look at a disposition for the house at 4438 Morrish in the spring.
- ✓ **LABOR CONTRACTS, BUILDING DEPARTMENT** (*Status*)
The POLC and AFSCME contracts have been settled. The Supervisor's contract should be back before the Council at the next meeting or so. The only loose ends are the at-will part time police officers and the building inspector's employment agreement. I'll keep the Council informed on progress.
- ✓ **FIRE DEPARTMENT: BOARD, CONTRACT & COST RECOVERY** (*Status*)
Pending.
- ✓ **SPRINGBROOK EAST & HERITAGE ASSOCIATION S.A.D.** (*Status*)
All that remains is to accept the streets into our Act #51 Street System. This process is a bit lengthy insofar as legal steps required assuring a proper transfer. Mr. Figura has prepared the paperwork on this end. There are several steps the Associations need to complete before we can begin our process. As soon as we get past this busy spurt, I'll fire up the Associations to start the process.
- ✓ **SIGN ORDINANCE** (*Status*)
Pending draft changes from the meeting of February 2nd.
- ✓ **SHARED SERVICES INITIATIVE** (*Status*)
Pending a draft report.
- ✓ **SCHOOL PERFORMING ARTS CENTER** (*Status*)
Construction is underway.

- ✓ **STREET RE-STRIPING & SYMBOLS** (*Status*)
Tom is trying to get another round of crack filling into the budget for Miller Road. For the obvious reason, any striping will have to be done after this project. We will be back in a month or two with a recommendation.
- ✓ **MEIJER SITE PLAN & ADDENDUM** (*Status*)
The Council approved an amended site plan allowing for the construction of a gross square foot store of 192,214 along with related changes to parking, traffic circulation, lighting, landscaping, and signage, all of which have been deemed by the City's staff as minor and within the general concept of the original site plan approval. We are in the process of re-negotiating the development agreement with Meijer. On paid-in capital, Meijer funded improvements capped at \$1,500,000. To date, they have paid \$1,095,000. They owe the City \$52,873, which when invoiced and paid, will put their contribution, to date, for the Morrish project at \$1,147,873. This leaves \$352,127 left to fund traffic lights that *may or will* be needed at the Morrish Road I-69 ramp and at Bristol and Morrish intersection. Progressive AE has submitted preliminary design plans to MDOT and they are awaiting an answer. Construction has begun.
- ✓ **FIVE-YEAR PARKS & RECREATION PLAN, ELMS PARK PROJECT** (*Status*)
Awaiting a draft.
- ✓ **FLOOD RELIEF** (*Status*)
We participated in the County Emergency Management Division's collection of damage reports in order to apply for FEMA Disaster Relief Funding. This funding has been denied and in place, the offer of SBA low interest loans. In the meantime, we are now in possession of something close to 200 written "reports of damage" that are being viewed by attorneys and uninsured residents as sewage backup claims against the City for damages. We're working through them with the assistance of MML Claims and Mr. Figura.
- ✓ **TRAFFIC SIGNALS, BRISTOL & MILLER** (*Status*)
Set for review after Labor Day.
- ✓ **CLASS "C", "SDM" LIQUOR LICENSES, NEW** (*Status*)
Pending a new submission by the applicant.
- ✓ **JULY 23rd REGULAR MEETING, PARK** (*Status*)
The meeting of July 23rd is scheduled to be called to order at 7:00 PM at Elms Road Park main pavilion. Social is set for 6:00 PM with a picnic dinner at 6:30 PM sharp. The back-up location is at City Hall in the event of inclement weather. President and CEO John D. Matonich will give an update on services, projects and recent changes in the company.
- ✓ **I-69 MORRISH ROAD BRIDGE APPROACH, REPAIR DISPUTE** (*Status*)
So as the Council is aware, we've run into a bit of a dispute involving the repair of the approach to the bridge deck for southbound Morrish at I-69. The grade on the west side of Morrish just to the north of the bridge deck is extremely steep, maybe around 60°. The side of the embankment is eroding away, the heavy rainfall of May 3-4 having caused significant damage. MDOT is telling us that the repair cost and responsibility is ours. It doesn't take a rocket scientist to see that the cost will be extensive. When asked to produce a document that explains why the City would be required to repair

roads deep within the state's right of way, MDOT points at an obscure Act from 1993 followed by a state internal memo from 2002. In review of the documents, I disagree on the repair responsibility. The grade differential is a direct result of the bridge, which in my point of view, makes it part of the structure. In other words, if the freeway was not there, Morrish Road would be a flat and level roadway. We've appealed one more time and we'll see what their decision is. If they continue with the position that it's our responsibility, we may have to accelerate our opposition.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

- ✓ **RATES & FEES: BULK WATER PURCHASES** (*Resolution*)
Included with tonight's agenda is an amendment to our rates and fees structure, being bulk water purchases. We've been charging these amounts for bulk purchases for many years, but I can find nothing authorizing the charges. The markup averages about four times and is fitting given that we have internal labor charges, field charges and at times, bulk use at hydrants causes water main breaks. The recent breaks along Morrish Road can be attributed to the bulk purchases by the Meijer contractors (to date, they have purchased about three million gallons). I have a resolution adding the bulk sales to our rates and fees.
- ✓ **STREET USAGE PERMIT, 5K ROAD RACE, WALKATHON** (*Resolution*)
St. Pius X School has applied for a permit to conduct a 5k foot race walkathon. This will be their first in the City. They previously held the event in Flint, but would like to move it here. We suggested they use the routes in Winchester Village that have been established for many years by the Riverbend Striders. They agreed and included with tonight's packet is an application recommending approval by the Police Chief.
- ✓ **MAYORAL PROCLAMATIONS** (*Proclamations*)
The Mayor has a handful of proclamations tonight in appreciation for beautification efforts of a group of residents. The recipients are Dennis Brockway, Michael Martin, Dennis Olson and Joseph Perreault.

Council Questions, Inquiries, Requests and Comments

- *Deteriorated Retaining Walls & Planters at City Buildings.* The wall along the north side of the building has been repaired. We are looking at options on some of the other repairs around the site.
- *Youth Programs in Park.* Officer Szmansky has scheduled a youth day in Elms Park for later this summer. We'll see how the attendance goes.
- *Veterans Park Memorial, Street Signs.* Pricing has been presented to the committee. They are in the process of evaluating it.
- *New Web Site.* Working on a solution.
- *Downtown Deteriorated Signs, 8048 Miller.* Turned over to our code guy.
- *Bus, Gil-Roy Plaza.* We probably have no authority on this one, but we'll try and get the owner to search for another solution.
- *Flood Damage, Apple Creek Apartments.* Looking into the City's authority.
- *Deteriorated Building, Morrish at CNA Crossing.* We have a meeting scheduled with the property owners to explore solutions.

City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday July 9, 2012 7:00 P.M.

Resolution No. 120709-4A MINUTES – JUNE 25, 2012

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held June 25, 2012 to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 120709-5A 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 July 9, 2012, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 120709-6A CITY MANAGER'S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the City Manager's Report of July 9, 2012, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

ADOPT CITY-WIDE RATES, FEES AND CHARGES (BULK WATER PURCHASES)

Motion by Councilmember: _____

WHEREAS, the City collects rates, fees, fees for permits, charges for services, cost recovery's and cost recovery for consulting services, and;

WHEREAS, such rates, fees, fees for permits, charges for services, cost recovery's and cost recovery for consulting services are a necessary and essential part of the funding for the services that the City provides, and:

WHEREAS, the City's Code of Ordinances defines and provides for certain rates, fees, fees for permits, charges for services, cost recovery's and cost recovery for consulting services, and;

WHEREAS, other such rates, fees, fees for permits, charges for services, cost recovery's and cost recovery for consulting services are provided for by resolution of the City Council, statutory provision, past practice, policy and other such actions, and

WHEREAS, the City has amended the City's Code of Ordinances to provide for various rates, fees, fees for permits, charges for services, cost recovery's and cost recovery for consulting services to be set by resolution of the City Council, and;

WHEREAS, the City has need to implement additional rates, fees, fees for permits, charges for services, cost recovery's and cost recovery for consulting services to be set by resolution of the City Council, and;

WHEREAS, the City desires to have all such rates, fees, fees for permits, charges for services, cost recovery's and cost recovery for consulting services organized into a single resolution that can be visited periodically and adjusted accordingly.

NOW, THEREFORE, Be It Resolved the City of Swartz Creek hereby sets its rates, fees, fees for permits, charges for services, cost recovery's and cost recovery for consulting services in accordance with the following schedule, effective immediately or as soon as practical thereafter, table as follows:

CITY OF SWARTZ CREEK RATES, FEES PERMITS & CHARGES FOR SERVICES

1. Chapter 1: Municipal Ordinance Violations Bureau (Parking Fines)

The following parking violations shall be punishable by the fines indicated:

<u>Offense</u>	<u>Fine</u>
(a) Parking too far from curb	\$ 20.00
(b) Angle parking violations	\$ 20.00
(c) Obstructing traffic	\$ 20.00
 <u>Prohibited parking (signs un-necessary)</u>	
(d) On sidewalk	\$ 20.00
(e) In front of drive	\$ 20.00

(f) Within intersection	\$ 20.00
(g) Within 15 feet of hydrant	\$ 20.00
(h) On crosswalk	\$ 20.00
(i) Within 20 feet of crosswalk or 15 feet of corner lot lines	\$ 20.00
(j) Within 30 feet of street side traffic sign or signal	\$ 20.00
(k) Within 50 feet of railroad crossing	\$ 20.00
(l) Within 20 feet of fire station entrance	\$ 20.00
(m) Within 75 feet of fire station entrance on opposite side of street (signs required)	\$ 20.00
(n) Beside street excavation when traffic obstructed	\$ 20.00
(o) Double parking	\$ 20.00
(p) On bridge of viaduct or within tunnel	\$ 20.00
(q) Within 200 feet of accident where police in attendance	\$ 20.00
(r) In front of theater	\$ 20.00
(s) Blocking emergency exit	\$ 20.00
(t) Blocking fire escape or fire lane	\$ 50.00
(u) In a handicapped space	\$100.00
(v) In prohibited zone (signs required)	\$ 20.00
(w) In alley (signs required)	\$ 20.00

Parking for prohibited purpose

(x) Displaying vehicle for sale	\$ 20.00
(y) Working or repairing vehicle	\$ 20.00
(z) Displaying advertising	\$ 20.00
(aa) Selling merchandise	\$ 20.00
(bb) Storage over 48 hours	\$ 20.00
(cc) Wrong side boulevard roadway	\$ 20.00
(dd) Loading zone violation	\$ 20.00
(ee) Bus, parking other than bus stop	\$ 20.00
(ff) Taxicab, parking other than cab stand	\$ 20.00
(gg) Bus, taxicab stand violations	\$ 20.00
(hh) Failure to set brakes	\$ 20.00
(ii) Parked on grade wheels not turned to curb	\$ 20.00
(jj) Parked on lawn extension within right of way	\$ 20.00

All \$20.00 violations not paid within 20 days will be assessed a \$10.00 late fee.

2. Chapter 2: Liability for Expense of an Emergency Operation (Hazardous Materials Cleanup Cost Recovery)

Cost shall be actual expenses inclusive of all Police & Fire Department wages, equipment and motor-pool and / or any sub-contracted actual expenses associated with hazardous materials clean-up.

3. Chapter 2: Liability for Expense of an Emergency Response (Alcohol Related Arrests, Accidents)

A. A cost of \$150 shall be assessed to each defendant convicted of O.U.I.L. – O.U.I.D or O.W.I. The cost recovery shall be collected as a part of the fines and costs set by the 67th District Court.

B. Actual costs shall be assessed to each defendant convicted of O.U.I.L. – O.U.I.D or O.W.I. in which a motor vehicle accident occurred. The cost recovery shall be collected as a part of the fines and costs set by the 67th District Court. In the event the court declines collection, they shall be billed direct to the defendant.

C. For the purpose of determining costs for extensive investigation and cleanup recovery for emergency response for alcohol related arrests and accidents, the following table shall be used:

Police Personnel	\$40	Per Hour
Police Clerical	30	Per Hour
Police Car	15	Per Hour
Fire Personnel	20	Per Hour

Fire Pumper	250	Per Hour
Fire Support Vehicles	100	Per Hour

4. **Chapter 5: Cemetery Lots - Purchase**

The cost for purchase of cemetery lots will be \$100.00 per lot.

5. **Chapter 5: Cemetery, Charges for Grave Openings, etc.**

Grave openings shall be actual costs, either as sub-contracted or performed by City Employees, plus a 15% administrative fee.

6. **Chapter 11: Park Reservation Fees**

Elms Park

Pavilion #1	\$ 70.00
Pavilion #2	\$ 120.00
Pavilion #3	\$ 70.00
Pavilion #4	\$ 120.00

Winshall Park

Pavilion #1	\$ 70.00
Pavilion #2	\$ 70.00
Pavilion #3	\$ 70.00

7. **Chapter 15: Permit, Sidewalk Installation**

\$25.00

8. **Chapter 15: Permit for Excavation, Right of Way or Other City Property**

\$100.00

9. **Chapter 19: Water System Use, Rates and Charges**

(A) Charges for water supply services to premises within the city connected with the water supply system shall be as follows:

Rates for Quarterly Billings

Readiness to serve charge

5/8", 3/4", 1"	\$47.45
1.5"	\$200.70
2"	\$321.12
3"	\$602.10
6"	\$2,007.00

Commodity charge (per 100 cubic feet of water consumed): \$3.53

Additional meters, connected for the exclusive purpose of registering water consumed and NOT returned to the sewer system shall be charged the commodity charge only (example: lawn sprinkler system).

(B) Any water customer may have water services temporarily shut off for any time period during which the premises, for which the water service is provided, will be unoccupied. The request for such shut off shall be made in writing on forms to be provided by the city. The written request shall specify the reason for the shut off and the date on which the water service shall be shut off.

(C) There shall be a Twenty Dollar (\$20.00) charge for shutting off the water service pursuant to such request and a Twenty Dollar (\$20.00) charge for turning the water service back on, if the shut off or turn on is performed during normal business hours. If this shut off or turn on is performed outside of normal business hours, the charge shall be One-Hundred Dollars (\$100.00). Such charges shall also apply if water is shut off or turned back on pursuant to account delinquency. The City Manager may waive shut off and turn on fees for reasonable cause.

(D) Water customers shall continue to be billed for a readiness to service charge while connected to the system.

(E) **Bulk water sales shall be in accordance with the following fee schedule:**

Bulk Water Purchases

1 cubic ft. = 7.4805

Gallons

Gallons	Cubic ft.	Cost	
3,740	499.96658	\$83.17	(minimum charge)
5,000	668.40452	\$91.10	
10,000	1336.809	\$122.68	
15,000	2005.2136	\$154.21	
20,000	2673.6181	\$185.78	

10. Chapter 19: Water & Sewer Tap Fees

(A) There shall be paid, with respect to all premises connecting to the water and sanitary sewer system of the city, a tap-in fee pursuant to the following schedules:

- (1) Single-family residence--\$1,500 each for water & sanitary sewer
- (2) Multiple-family residence--\$1,500 per unit each for water and sanitary sewer

(B) All other uses connecting to the water and/or sanitary sewer system of the city shall be required to pay tap-in fees at the rate of one-thousand, five hundred dollars (\$1,500) per unit factor, pursuant to the unit factor table provided for by the Genesee County Division of Water and Waste. In no case shall tap-in fees be less than one-thousand, five hundred dollars (\$1,500).

(C) Furthermore, for any structure used generally for more than one (1) purpose, connection fees shall be determined by applying the appropriate unit factors as set by the Genesee County Division of Water and Waste, to the various uses on any level, grade or sub-grade plane of the structure, provided that it is intended that the fees so derived shall be cumulative. Tap fees shall also apply for any additional units that may be calculated and applied by the County WWS pursuant to change in use or otherwise.

11. Chapter 19: Sanitary Sewer Rates

Rates for Quarterly Billings

Readiness to serve charge (per metered account):	\$48.70
Readiness to serve charge (non-metered accounts):	\$119.58
Commodity charge (per 100 cubic feet of water consumed):	\$1.57

A readiness to serve charge equal to the number of calculated sewer units shall be charged to all customers connected to the city's sewer system to offset fixed costs of system operation. In addition, a commodity charge shall be applied to the sewer bill in an amount equal to the above rate multiplied by the number of ccf that the accompanying water account registers. If the sewer connection is not accompanied by a water meter to register water usage, the charge shall be considered non-metered and no commodity charge shall be applied.

For the purposes of determining sanitary sewer rates, per unit sewage disposal calculations resulting in a fraction of a whole number shall be rounded up to the next highest whole number.

12. Chapter 20: Weed Cutting Fees

\$300 per cut

13. Building & Trade Inspection Fees

A. **Building Permit Fees: Appendix A 21.06**

\$50.00 for first \$1,000 value \$5.00 per \$1,000 thereafter and \$50.00 for a one-time Inspection fee.

B. **Electrical Inspection Fees**

Application Fee (non-refundable) \$50

Service

Through 200 Amp. \$10
Over 200 Amp. thru 600 Amp. \$15
Over 600 Amp. thru 800 Amp. \$20
Over 800 Amp. thru 1200 Amp. \$25
Over 1200 Amp. (GFI only) \$50
Circuits \$5
Lighting Fixtures-per 25 \$6
Dishwasher \$5
Furnace-Unit Heater \$5
Electrical-Heating Units (baseboard) \$4
Power Outlets (ranges, dryers, etc.) \$7

Signs

Unit \$10
Letter \$15
Neon-each 25 feet \$20
Feeders-Bus Ducts, etc.-per 50' \$6
Mobile Home Park Site \$6
Recreational Vehicle Park Site \$4

K.V.A. & H.P.

Units up to 20 \$6
Units 21 to 50 K.V.A. or H.P. \$10
Units 51 K.V.A. or H.P. & over \$12

Fire Alarm Systems (excl. smoke detectors)

Up to 10 devices \$50
11 to 20 devices \$100
Over 20 devices \$5 each

Data/Telecommunication Outlets

1-19 devices \$5 each
20-300 devices \$100
Over 300 devices \$300
Energy Retrofit-Temp. Control \$45
Conduit only or grounding only \$45

Inspections

Special/Safety Insp. (includes cert. fee) \$50
Additional Inspection \$50
Final Inspection \$50
Certification Fee \$20

C. **Mechanical Inspection Fees**

Application Fee (non-refundable) \$50

Residential Heating System (includes duct & pipe, new building only) \$50
Gas/Oil Burning Equipment

(furnace, roof top units, generators)	\$30
Boiler	\$30
Water Heater	\$5
Damper	\$5
Solid Fuel Equip. (includes chimney)	\$30
Gas Burning Fireplace	\$30
Chimney, factory built (installed separately)	\$25
Solar; set of 3 panels-fluid transfer (includes piping)	\$20
Gas piping; each opening-new installation (residential)	\$5
Air Conditioning (includes split systems)	
RTU-Cooling only	\$30
Heat Pumps (complete residential)	\$30
Dryer, Bath & Kitchen Exhaust	\$5

Tanks

Aboveground	\$20
Aboveground Connection	\$20
Underground	\$25
Underground Connection	\$25
Humidifiers/Air Cleaners	\$10

Piping-minimum fee \$25

Piping	\$.05/ft
Process piping	\$.05/ft
Duct-minimum fee \$25	\$.10/ft
Heat Pumps; Commercial (pipe not included)	\$20

Air Handlers/Heat Wheels

Under 10,000 CFM	\$20
Over 10,000 CFM	\$60
Commercial Hoods/Exhausters	\$15
Heat Recovery Units	\$10
V.A.V. Boxes	\$10
Unit Ventilators	\$10
Unit Heaters (terminal units)	\$15

Fire Suppression/Protection

(includes piping) –minimum fee \$20	\$.75/head
Evaporator Coils	\$30
Refrigeration (split system)	\$30
Chiller	\$30
Cooling Towers	\$30
Compressor/Condenser	\$30

Inspections

Special/Safety Insp. (includes cert. fee)	\$50
Additional Inspection	\$50
Final Inspection	\$50
Certification Fee	\$20

D. Plumbing Inspection Fees

Application Fee (non-refundable)	\$50
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Mobile Home Park Site

Fixtures, floor drains, special drains,	\$5 each
Water connected appliances	\$5 each

Stacks (soil, waste, vent and conductor)	\$3 each
Sewage ejectors, sumps	\$5 each
Sub-soil drains	\$5 each

Water Service

Less than 2"	\$5
2" to 6"	\$25
Over 6"	\$50
Connection (bldg. drain-bldg. sewers)	\$5

Sewers (sanitary, storm or combined)

Less than 6"	\$5
6" and Over	\$25
Manholes, Catch Basins	\$5 each

Water Distributing Pipe (system)

¾" Water Distribution Pipe	\$5
1" Water Distribution Pipe	\$10
1 ¼" Water Distribution Pipe	\$15
1 ½" Water Distribution Pipe	\$20
2" Water Distribution Pipe	\$25
Over 2" Water Distribution Pipe	\$30
Reduced pressure zone back-flow preventer	\$5 each
Domestic water treatment and filtering equipment only	\$5
Medical Gas System	\$45

Inspections

Special/Safety Insp. (includes cert. fee)	\$50
Additional Inspection	\$50
Final Inspection	\$50
Certification Fee	\$20

14. Appendix B: Franchises

\$250 application fee plus actual expenses related to preparation by City Attorney.

15. Miscellaneous Fees

A. *Copies:*

Black & White: 50¢ for the first page & 10¢ for each additional page.

Color or Mixed Color and Black & White: 50¢ for the first page & 20¢ for each additional page.

B. *Freedom of Information Act Requests:*

50¢ for the first page and 10¢ for each additional page (20¢ for color or mixed color and black & white) plus all actual costs for outside re-production (i.e. photo re-prints, blueprint copies, etc.). Extensive search requests shall have an additional per hour fee equal to wages only of the lowest paid clerical position employed with the City.

C. *Police Reports:*

\$5 for copies under 6 pages, 10¢ for each page thereafter. Extensive research, reproduction costs, etc. shall be charged in accordance with F.O.I.A. requests.

D. *Gun Registrations, Permits & Safety Inspections:*

No Charge

E. *Towing & Impound Fees:*

\$100 for each vehicle towed as incidental to arrest or other civil custody. \$100 for each vehicle towed as abandoned. The Chief of Police may, at his/her discretion, waive any towing fee when

in his/her opinion, special circumstance exists. A report shall be filed when any such action is taken.

- F. *Weddings:*
\$25 per ceremony
- G. *Fax Services:*
50¢ per page for the first 10 pages, then \$.10 per page thereafter
- H. *Notary Services:*
\$5.00 per item
- I. \$25 each for any check returned unpaid for account insufficient, closed or stopped

16. Chapter 13 & 16: Development Plans, Administrative Fees, Subdivision Site Plan & Review Fees

- A. Site Plan Review:

Single & Multiple-Family (non-plat)	\$300 plus \$5.00 per lot
Cluster Housing Development	\$300 plus \$5.00 per unit
Mobile Home Park	\$400 plus \$5.00 per unit
Commercial Development	\$450 plus \$50.00 per acre/fraction
Industrial Development	\$400 plus \$50.00 per acre/fraction
Office Development	\$350 plus \$50.00 per acre/fraction
Institutional	\$300 plus \$50.00 per acre/fraction
Public/semi-public uses	\$300 plus \$50.00 per acre/fraction
Special Approval or Conditional Use	\$250 plus \$5.00 per acre/fraction
PUD/Mixed Use Review	\$500 plus \$50.00 per acre/fraction Consulting
Fees (All Reviews)	Actual consultant costs
Revisions	½ of original review fee
- B. Building and Zoning:

Swimming Pool Permit	\$25
Zoning Permit	\$25
Sidewalk Permit	\$25
Sign Permit	See Building Permits
Structure Movement Permit	\$95
Demolition Permit (Including ROW Permit)	\$150
Right of Way Permit	\$100
Home Occupation Permit	\$95
Variance Review	\$250 per variance
Lot Split/Combination: City Ordinance Section 16.2	\$150 plus \$5.00 per lot
Public or Private Road Plan Reviews	\$400 per mile/fraction
Consulting Fees	Actual consultant costs
Zoning Code	\$10 CD, \$25 Paper Copy
Engineering Standards Manual	\$10 CD, \$25 Paper Copy
- C. Subdivision Review

Preliminary Subdivision Review-Tentative	\$300 plus \$5.35 per lot
Preliminary Subdivision Review- Final	\$160 plus \$2.70 per lot
Final Plat Review	\$160 plus \$1.00 per lot

17. Chapter 1: Municipal Civil Infraction Fines

- Civic Infraction Citation Fines:

First Offense	\$100
Second Offense	\$200
Third Offense	\$300

Civic Infraction Notice Fines:

First Offense	\$75
Second Offense	\$150
Third Offense	\$250

ADOPTION & REVISION HISTORY:

Resolution No. 050711-07	Dated July 11, 2005
Resolution No. 100208-06	Dated February 8, 2010
Resolution No. 101206-04	Dated December 6, 2010 (Water-Sewer-RTS)
Resolution No. 111114-05	Dated November 14, 2011 (Park Fees)
Resolution No. 110613-07	Dated June 13, 2011 (Water Fees)
Resolution No. 120611-05	Dated June 11, 2012 (Water Fees)
Resolution No. 120708-8A	Dated July 9, 2012 (Bulk Water Fees)

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 120709-8B STREET USAGE PERMIT, ST. PIUS X SCHOOL

Motion by Councilmember: _____

I Move the City of Swartz Creek approve the application for a street usage permit to conduct a 5 kilometer foot road race on Tuesday, July 31, 2012, 6:00 PM – 8:00 PM, applicant: the St Pius X School, in the care of Ms. Cathy VanCamp, race to be held in Winchester Village Subdivision, in accordance with the application submitted, under the direction and control of the Chief of Police.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

City of Swartz Creek
Regular Council Meeting Minutes
Of the Meeting Held
Monday June 25, 2012 7:00 P.M.

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE COUNCIL MEETING
DATE 06/25/2012

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, Shumaker.

Councilmembers Absent: Hurt, Krueger, Porath.

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

Others Present: Tommy Butler, Steve Shumaker, Bob Plumb, John Gilbert, Boots Abrams, Jim Florence, Ron Schultz, Sharon Schultz, Sharon Shumaker, Charles Brunette.

Resolution No. 120625-01

(Carried)

Motion by Councilmember Binder
Second by Councilmember Hicks

I Move the Swartz Creek City Council excuse the absence of Councilmembers Hurt and Krueger.

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

APPROVAL OF MINUTES

Resolution No. 120625-02

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Binder

I Move the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting, held June 11,, 2012, to be circulated and placed on file.

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

APPROVAL OF AGENDA

Resolution No. 120625-03

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Binder

I Move the Swartz Creek City Council approve the Agenda, as amended, for the Regular Council Meeting of June 25, 2012, to be circulated and placed on file.

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

REPORTS AND COMMUNICATIONS:

City Manager's Report

Resolution No. 120625-04

(Carried)

Motion by Councilmember Binder
Second by Councilmember Hicks

I Move the Swartz Creek City Council approve the City Manager's Report of June 25, 2012, to be circulated and placed on file.

Discussion took place.

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

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

MEETING OPENED TO THE PUBLIC:

None.

COUNCIL BUSINESS:

Marathon Property: Purchase Agreement HCP LLC

Resolution No: 120625-05

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Binder

I Move the City of Swartz Creek enter into an agreement with HCP LLC of 12586 Lansing Highway, Durand Michigan, for the sale of property at 7026 Miller Road, Tax ID# 58-36-576-001, and further, direct the Mayor and City Clerk to execute any and all appropriate documents pursuant to the sale, agreement as follows:

PURCHASE AND DEVELOPMENT AGREEMENT

This Purchase and Development Agreement ("Agreement") is made and entered into this _____ day of June, 2012 (the "Effective Date"), by and between the City of Swartz Creek, a Michigan municipal corporation of 8083 Civic Drive, Swartz Creek, Michigan 48473 ("Seller") and HCP, L.L.C., a Michigan limited liability company of 12568 Lansing Highway, Durand Michigan 48429 ("Buyer"), upon the following terms and conditions:

1. Sale and Purchase. Pursuant to this Agreement, Seller shall sell and Buyer shall purchase that certain real property, located in the City of Swartz Creek, County of Genesee, State of Michigan, together with: (a) all appurtenances to the land, including, but not limited to, water rights, mineral rights and other rights appurtenant thereto and all of Seller's right, title, and interest in any public rights-of-way, streets, alleys, easements and other public ways adjoining the land and (b) all fixtures and improvements owned by Seller located on the land (the "Property"), land is more particularly described, as follows:

SEE ATTACHED EXHIBIT 1

2. Purchase Price; Deposit; Additional Consideration. The purchase price for the Property (the "Purchase Price") is the actual fees and costs expended by the Seller during the process of acquiring the Property and engaging in previous development attempts, estimated as of this date as Five Thousand and 00/100 Dollars (\$5,000.00), subject to adjustment to meet actual Seller fees and costs. Buyer will pay One Thousand and 00/100 Dollars (\$1,000.00) (the "Deposit") within three (3) business days after the Effective Date to a non-interest bearing escrow account with a title company satisfactory to the Seller (the "Title Company"). The balance of the Purchase Price after application of the Deposit will be paid upon closing of this sale ("Closing") by bank check or Federal wire transfer or otherwise disbursed in accordance with the terms of this Agreement. The obligations of the Buyer regarding the clean up of the Property in accordance with paragraph 8 below serve as additional consideration for the sale.
3. Survey. Buyer acknowledges that Seller does not have an existing survey in its control for updating. Therefore, a survey of the Property (the "Survey") may be prepared at the direction and expense of Buyer.
4. Title Review. Within seven (7) days after the Effective Date, Seller shall cause the Title Company, at Seller's expense, to provide Buyer with a commitment (the "Commitment") for an ALTA owner's title policy on the Property issued by the Title Company. Buyer shall have fourteen (14) days after receipt of the Commitment (the "Review Period") to review the Commitment. Within the Review Period Buyer may either (a) terminate this Agreement if Buyer is not satisfied, in the exercise of its sole judgment, with matters disclosed in the Commitment, or (b) deliver to Seller written objections to any matters disclosed in the Commitment. Within three (3) business days of receipt of such written objections, Seller shall notify Buyer whether or not it will cure any such defects, which it may elect to do, or not do, in the exercise of Seller's sole and absolute discretion. If Seller elects not to cure, Buyer shall have three (3) business days after receipt of such written election by Seller to either (i) terminate this Agreement and receive a refund of the Deposit or (ii) waive the defects and proceed with this transaction, in which case such defects shall be deemed approved by Buyer.

5. Title Insurance and Deed. At Closing, Seller shall convey title to the Property to Buyer by covenant deed (the "Deed"), subject to all matters of record. Seller shall also deliver and record the required notice that the Property is a "facility" pursuant to MCL 324.20101(l) (0). Seller, at its sole expense, will cause the Title Company to deliver to Buyer at Closing, a standard form ALTA Owner's Title Insurance Policy (the "Policy") issued by the Title Company pursuant to the Commitment, insuring fee Simple title to Buyer in the full amount of the Purchase Price subject to exceptions disclosed by the Commitment. Any endorsements to the Policy requested by Buyer shall be paid by Buyer. The cost to record the Deed shall be paid by Buyer. Any closing fee charged by the Title Company to close the transaction shall be shared by the parties equally.
6. Risk of Loss and Condemnation. Risk of loss by damage or destruction to the Property prior to Closing shall be borne by Seller. In the event any damage or destruction is not fully repaired prior to Closing, Buyer, at its option, may either cancel this Agreement and receive a refund of the Deposit or elect to close the transaction, In which event Seller's right to all insurance proceeds not yet applied to repair of the damage or destruction shall be assigned in writing by Seller to Buyer at Closing. If all or any part of the Property is condemned or any condemnation action or proceeding is commenced prior to Closing, Buyer may, at its option, either (a) cancel this Agreement and receive a refund of the Deposit, or (b) complete the purchase, with all condemnation proceeds and claims being assigned to Buyer.
7. Taxes and Assessments. The Property is presently tax exempt; Buyer shall pay real property taxes when assessed and levied by the proper taxing authorities. Any state and county transfer taxes shall be paid by Seller at Closing.
8. Environmental Investigation and Activities. The parties understand that the Property is a former gas station, and may suffer from various recognized environmental conditions (including, but not limited to, underground storage tanks ["USTs"], contamination migration, and asbestos or other contamination of building structure materials) that may result in the Property being a "facility" pursuant to MCL 324.20101(l) (0). Part of the consideration to the Seller for this transaction is the various covenants contained in this paragraph requiring the Buyer to determine and provide for environmental compliance.
 - a. Assessment. Buyer acknowledges that it has been given access to the Property to cause the Property to be the subject of an environmental site assessment to determine its environmental condition by an expert of the Purchaser's choice (the "Assessment"). The following Assessment report, performed by the agent of the Buyer, is acknowledged: _____.
 - b. USTs. Buyer understands that the Property is (or will be) subject to a certain "Underground Storage Tank Removal Agreement", a copy of which is attached hereto as Exhibit 2. Pursuant to that agreement, the following terms are required in this Agreement:
 - i. The Buyer shall execute an Environmental Assessment and Remediation License similar to Exhibit 3 with Marathon Petroleum Company upon the sale of the Property;

- ii. The Buyer acknowledges that the Property has been used in the storage and sale of petroleum products, that corrective action is ongoing due to that historic use of the Property, and that the Buyer is agreeing to execute any document presented to it by MPC as part of its corrective action efforts at the Property, including but not limited to a Remedial Action Plan, Final Assessment Report, Declaration of Restrictive Covenant, or similar documents necessary for MPC to achieve a NFA determination for the Property from MDEQ.
 - c. Inspection Liability. Buyer shall keep the Property free of any liens, and repair any material physical damages caused by Buyer, its agents, employees, contractors or subcontractors and restore the Property to its condition prior to Inspections. Buyer shall indemnify, defend and hold Seller harmless against all losses, damages, claims, demands and liabilities which may be suffered by or asserted against Seller by reason of Buyer's inspections, which indemnity obligation shall survive termination of this Agreement or Closing.
9. THE PROPERTY IS BEING SOLD "AS IS". "WHERE IS" AND "WITH ALL FAULTS" AS OF CLOSING, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY. EXPRESS OR IMPLIED. SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY. BUYER ACKNOWLEDGES THAT BUYER IS PURCHASING THE PROPERTY BASED SOLELY UPON BUYER'S OWN INDEPENDENT INVESTIGATIONS AND FINDINGS AND NOT IN RELIANCE UPON ANY INFORMATION PROVIDED BY SELLER OR SELLER'S AGENTS OR CONTRACTORS OR RECEIVER. Without limiting the provisions of this Paragraph 9, Buyer releases Seller from any and all claims, demands, causes of action, judgments, losses, damages, liabilities, costs and expenses (including without limitation attorney's fees whether suit is instituted or not), whether known or unknown, liquidated or contingent (collectively "Claims") arising from or related to (a) any defects, errors or omissions in the design or construction of the Property, whether the same are a result of negligence or otherwise; or (b) other conditions (including environmental conditions) affecting the Property, whether the same are a result of negligence or otherwise. The release set forth in this Paragraph specifically includes any Claims under any Environmental Laws, under the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., or with respect to any environmental risk. "Environmental Laws" includes, but is not limited to, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §§6901 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601 et seq.), the Emergency Planning and Community Right to Know Act (42 U.S.C. §§11001 et seq.), the Clean Air Act (42 U.S.C. §§7401 et seq.), the Clean Water Act (33 U.S.C. §§1251 et seq.), the Toxic Substances Control Act (15 U.S.C. §§2601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§1801 et seq.), the Occupational Safety and Health Act (29 U.S.C. §§651 et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§136 et seq.), and the Safe Drinking Water Act (42 U.S.C. §§300f et seq.), as any of the same may be amended from time to time, and any state or local law dealing with environmental matters, and any regulations, orders, rules, procedures, guidelines and the like

promulgated in connection therewith, regardless of whether the same are in existence on the date of this Agreement.

10. Brokerage Fees. Both parties represent that no broker is involved in this Agreement and each party indemnifies the other against brokerage or commission claims arising out of the indemnifying party's actions.
11. Closing. Closing shall occur at a place and time mutually agreed upon by the parties, but in any event, not later than ten (10) days after the full execution of this Agreement, unless both parties agree on a later date. Seller shall deliver possession of the Property to Buyer at Closing.
12. Remedies.
 - a. In the event of a breach or default hereunder by Buyer, Seller may, after written notice of default to Buyer specifying the nature of such default(s) and the failure of Buyer to cure such default(s) within ten (10) days after Buyer's receipt of such notice, declare a forfeiture hereunder and retain the Deposit as liquidated damages, the same to be Seller's sole remedy for any breach or default hereunder by Buyer.
 - b. In the event of a breach or default hereunder by Seller, Buyer may after written notice of default to Seller specifying the nature of such default(s) and the failure of Seller to cure such default(s) within ten (10) days after Seller's receipt of such notice, terminate this Agreement and be entitled to an immediate refund of the Deposit, as Buyer's sole remedy for any breach or default hereunder by Seller.
13. Time of Essence. Time is of the essence of this Agreement.
14. Entire Agreement. This Agreement contains the entire agreement between Seller and Buyer, and there are no other terms, conditions, promises, undertakings, statements or representations, either written or oral or express or implied, concerning the sale contemplated by this Agreement.
15. Headings. The Paragraph headings are for convenience of reference only and do not modify or restrict any provisions hereof and shall not be used to construe any provisions.
16. Modifications and Waiver. This Agreement may be amended only by an Instrument in writing signed by both Seller and Buyer. This Agreement may be terminated only in accordance with the terms of this Agreement or by an instrument in writing signed by both Seller and Buyer. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, nor shall any waiver be a continuing waiver. Except as expressly provided in this Agreement, no waiver shall be binding unless executed in writing by the party making the waiver.
17. Successors. This Agreement shall inure to the benefit of and bind the parties hereto and their respective executors, heirs, administrators, successors and assigns. Buyer may not assign this Agreement without the prior written consent of Seller. No assignment shall relieve the assigning party from its obligations hereunder.

18. Attorney's Fees; Court Costs. In any action or proceeding arising out of this Agreement, each party shall bear its own attorney's fees, and the prevailing party shall be entitled to recover court and costs from the non-prevailing party incurred by such party in enforcing its rights hereunder. In the event of a legal dispute, the laws of the State of Michigan shall prevail.
19. Dates of Performance. If any date for performance of any obligation hereunder falls on a Saturday, Sunday or nationally established holiday, the time for performance of such obligation shall be extended until the next business day following such date.
20. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.

18. Attorney's Fees; Court Costs. In any action or proceeding arising out of this Agreement, each party shall bear its own attorney's fees, and the prevailing party shall be entitled to recover court and costs from the non-prevailing party incurred by such party in enforcing its rights hereunder. In the event of a legal dispute, the laws of the State of Michigan shall prevail.
19. Dates of Performance. If any date for performance of any obligation hereunder falls on a Saturday, Sunday or nationally established holiday, the time for performance of such obligation shall be extended until the next business day following such date.
20. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below their respective signatures.

SELLER:

City of Swartz Creek, a Michigan municipal corporation

By: _____
Its: _____

BUYER:

HCP, L.L.C., a Michigan limited liability company

By: _____
Its: _____

EXHIBIT 1
LEGAL DESCRIPTION

the following lands situated in the **CITY** of **SWARTZ CREEK**,
County of Genesee, and State of Michigan, to wit:

**PART OF LOTS 1 AND 2 BEG AT NE COR OF LOT 1 TH S 79.20 FT TH SWLY ALONG SLY
LOT LINES OF LTS 1 AND 2 183.17 FT TH NLY 188.50 FT TH E 200 FT TO PLACE OF BEG
CUMMINGS BERLIN ACRES**

Further identified as permanent parcel ID number(s): **58-36-576-001**

And commonly known as: **07026 MILLER RD
SWARTZ CREEK MI 48473-1627**

EXHIBIT 2
UNDERGROUND STORAGE TANK REMOVAL AGREEMENT

UNDERGROUND STORAGE TANK REMOVAL AGREEMENT

This Underground Storage Tank Removal Agreement ("Agreement") is made and entered into this _____ day of _____, 2012, by and between **Marathon Petroleum Company LP ("MPC")**, a Delaware limited partnership, with a mailing address of 539 S. Main Street, Findlay, Ohio 45840, and its affiliates and contractors, all of whom will be referred to in this document collectively as "Marathon," and the **City of Swartz Creek ("Landowner")** with a mailing address of 8083 Civic Drive, Swartz Creek, Michigan 48473-1377.

WHEREAS, Landowner currently owns the real property located at 7026 Miller Road, Swartz Creek, Michigan 48473 (the "Property");

WHEREAS, MPC or its predecessor owned and operated a gas station located at the Property;

WHEREAS, there is a documented release of petroleum on the Property for which MPC has been conducting corrective action directed at obtaining a No Further Action determination ("NFA") from the Michigan Department of Environmental Quality ("MDEQ");

WHEREAS, MPC determined that three (3) underground storage tanks ("USTs") that formerly contained petroleum products remain on the Property the removal of which may hasten MPC's corrective action and the issuance of an NFA;

WHEREAS, Landowner has provided MPC access to the Property in connection with MPC's corrective action and Landowner wishes to have the three USTs removed from the Property;

WHEREAS, Landowner intends to sell the property after MPC removes the USTs;

WHEREAS, MPC will require access to the Property after the sale and agreement from the new Property owner with regard to certain requirements for achieving an NFA determination from the MDEQ; and

NOW, THEREFORE, for good and valuable consideration the sufficiency of which is hereby acknowledged, MPC and the Landowner hereto agree to the following:

1. Landowner and MPC agree and acknowledge that the Environmental Assessment and Remediation License ("License") executed by both parties and attached hereto as **Exhibit A**, is incorporated into this Agreement in its entirety. All provisions, including but not limited to all obligations, warranties, indemnity, and responsibilities of MPC and Landowner under that License would govern this Agreement.
2. MPC agrees to remove the three (3) USTs that are located on the Property and any impacted soil associated with the USTs. Should MPC encounter any additional USTs during the excavation and removal work, MPC agrees to remove those USTs as well.
3. MPC will continue to pursue a NFA from the MDEQ after removal of the USTs is completed. Landowner acknowledges and agrees that MPC's NFA may include risk based closure which may require institutional and engineering controls for the Property.

4. In return for MPC removing the USTs, Landowner agrees to execute any document presented to it by MPC as part of its corrective action efforts at the Property, including but not limited to a Remedial Action Plan, Final Assessment Report, Declaration of Restrictive Covenant, or similar documents necessary for MPC to achieve a NFA determination for the Property from MDEQ.
5. Landowner acknowledges and agrees that a Declaration of Restrictive Covenant will contain restrictions that may restrict the use of groundwater including, but not limited to, prohibiting the drilling of potable water wells on the Property; limit the land use to non-residential use; and possibly require that a vapor barrier be installed under any structure built on the Property.
6. Landowner acknowledges that MPC previously recorded reservations, restrictions and conditions as shown in the attached deed (See Attachment B), which may or may not still encumber the Property. Regardless of the previous recorded reservations, restrictions and conditions, Landowner agrees that in consideration for this Agreement, should it sell the Property before it executes a Declaration of Restrictive Covenant as described above that it shall record the exact language described below as part of any deed of conveyance with regard to the sale of the Property:

“This deed is subject to the following reservations, restrictions and conditions which shall be covenants running with the land and shall be binding upon Grantee, its successors, assigns and all future owners of the premises, and their respective directors, officers, employees, contractors, agents, representatives, lessees, licensees, invitees, and any user or occupant of all or any portion of the premises:

A. The City of Swartz Creek (“Grantor”) reserves the right for Marathon Petroleum Company LP and its successors and assigns (“Marathon”) to have access to the premises, at no cost to Grantor or Marathon, at reasonable times to conduct any Corrective Action only as and when required by the governmental agency with jurisdiction (the “Agency”) in connection with a release of petroleum hydrocarbons on the premises. As used herein, the term, “Corrective Action”, shall refer to one or more of the following activities: investigation, assessment, monitoring, sampling, analysis, cleanup, removal, disposal, on-site treatment, off-site treatment, active remediation, passive remediation, remediation alternatives including but not limited to risk-based corrective action (“RBCA”), if applicable, and/or other activities concurred in or required by the Agency. In performing any Corrective Action at the premises, Marathon will have the right to rely on and use any current, future or revised or amended state cleanup standards, guidelines or criteria or revised federal cleanup standards, if applicable, including without limitation any site-specific risk-based soil and groundwater cleanup objectives or other similar RBCA policies administered by the Agency. In performing any Corrective Action at the premises, Marathon may also rely on and implement institutional controls as provided for in applicable laws, regulations and policies to ensure the protection of public health, safety or welfare and the environment. Grantee acknowledges that such institutional controls may require the recording of a Declaration of Restrictive Covenant” in substantially the form as Michigan Department of Environmental Quality Form EQP3854 restricting the premises (the “Declaration”). Such

Declaration would contain certain restrictions based on site-specific exposure such as prohibiting the use of groundwater or requiring the premises, or a portion of the premises, to be paved or that existing pavement remain in place and be properly maintained. Grantee agrees to permit reasonable institutional controls regarding the premises in connection with Marathon's performance of any Corrective Action thereon. Grantee agrees to provide Marathon, at no cost to Marathon, with Grantee's written consent and signature as needed in connection with the preparation, execution and recording of the Declaration or any other necessary documents relating to any institutional controls which are to be recorded with the Declaration in accordance with Marathon's performance of Corrective Action. Such institutional controls, if necessary, would not prohibit the use of the premises for industrial, commercial or office purposes. Marathon reserves its legal appeal rights with respect to any orders, directives or requests of the Agency concerning but not limited to Corrective Action at the premises.

B. The Grantee shall not have any claim against Grantor or Marathon, its parents, affiliates, predecessors, successors, assigns, subsidiaries or their respective past, present and future officers, employees, agents and/or representatives (the "Released Parties"), based upon, related to or arising out of the presence of any contamination on, under or at the premises. The Released Parties are hereby forever released from any and all such claims.

C. To reduce risks to human health and/or the environment, and to permit application of corrective action standards which are consistent with the non-residential use (or other lower-risk use) of the premises, this conveyance is made by Grantor and accepted by Grantee upon the express condition and subject to the restrictions and covenants that: (i) the use of the premises shall be restricted solely to industrial, commercial or office use; (ii) the premises shall not be used or occupied (if used or occupied at all) for residential purposes or for purposes of a child care or elder care facility, a nursing home facility or hospice, a hotel or motel, a school, a church, a park, or a hospital; (iii) any building constructed on the premises shall have a slab-on-grade foundation with the top of the slab at or above surface level; (iv) in the event that any activities occur at the premises that involve any digging, trenching or excavation of soils by Grantee, Grantee shall take proper precautions to ensure the protection of health, safety and the environment, including but not limited to, testing the soils, providing adequate notification and protection to workers, and proper handling and/or disposal of any contaminated soils in accordance with all applicable laws, rules and regulations, and (v) no water supply wells of any kind (including without limitation water wells used for drinking, bathing or other human consumption purposes and water wells used for livestock, farming or irrigation) shall be installed or used on the premises (collectively, "Exposure Restriction"); provided, however, that the Exposure Restriction does not prohibit the installation or use of any compliance wells, or any groundwater monitoring, recovery or extraction wells or similar devices used for or related to the performance of assessments, remediation or any other corrective action on the premises now or in the future.

D. Grantee hereby agrees to indemnify, defend and hold harmless the Grantor and Marathon from and against any and all losses, damages, claims, suits or actions, judgments and costs (including without limitation reasonable attorney fees) that arise out of or relate to any violation of the reservations, restriction and/or conditions contained in this deed, including, but not limited to, any use of the premises which is in violation of or inconsistent with the Exposure Restriction.”

7. Landowner also agrees that should it sell the Property before it executes a Declaration of Restrictive Covenant that Landowner will incorporate into any purchase and sale agreement the following:
 - a. The requirement for the buyer to execute an Environmental Assessment and Remediation License similar to **Attachment A** with MPC upon the sale of the Property;
 - b. An executed acknowledgement by the buyer that the Property has been used in the storage and sale of petroleum products, that corrective action is ongoing due to that historic use of the Property, and that the buyer is agreeing to execute any document presented to it by MPC as part of its corrective action efforts at the Property, including but not limited to a Remedial Action Plan, Final Assessment Report, Declaration of Restrictive Covenant, or similar documents necessary for MPC to achieve a NFA determination for the Property from MDEQ as required by the deed restrictions described in paragraph 6 above.
8. This Agreement sets forth the entire agreement between the parties and shall not be amended except in writing executed by both parties.
9. Landowner acknowledges and represents that it has read and fully understands this Agreement and that it is entering into it freely and voluntarily and after being given the opportunity to seek the advice and consent of counsel.
10. This Agreement shall be governed by the laws of the State of Michigan and shall apply to the interpretation of this Agreement and to the resolution of any disputes arising out of the matters set forth in this Agreement.
11. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held in any proceeding to be invalid, illegal or unenforceable, the remaining provisions shall not be affected thereby, and shall be valid, legal and enforceable to the fullest extent permitted by law, but only if and to the extent such enforcement would not materially and adversely frustrate the parties' essential objective as expressed herein.
12. The person or persons executing this Agreement on behalf of the parties covenant and agree that they have the authority to execute the Agreement on behalf of the parties and have authority to bind the parties to the terms and conditions of the Agreement.
13. This Agreement may be executed in counterparts, each of which shall be deemed original and such counterparts shall constitute one and the same instrument. The Agreement is only effective when executed by both parties.

IN WITNESS WHEREOF, Landowner and MPC have each caused this Agreement to be executed as of the day and year first above written.

LANDOWNER

By: _____

Name:

Title:

WITNESSES

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

MARATHON PETROLEUM COMPANY LP

By: MPC Investment LLC, its General Partner

By: _____

Name: Gregory A. Wilkins

Title: Environmental Auditing &
Process Manager

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

ATTACHMENT A
Environmental Assessment and Remediation License
(not attached)

ATTACHMENT B

Covenant Deed

STEWART TITLE

Instr: 2004031002907 03/11/2004
P:1 of 5 F: 8:26.09 B: 8:08M
Melvin Phillip McCree T20040009415
Genesee County Register M. LES YOUNG

MICHIGAN REAL ESTATE TRANSFER TAX
DEPT of TAXATION - GENESSEE COUNTY
03/10/2004 County \$ 467.50
State \$ 3187.50
Stamp# 136662 Rcpt#431708

COVENANT DEED
03637187

KNOW ALL MEN BY THESE PRESENTS, that MARATHON ASHLAND PETROLEUM LLC, a Delaware limited liability company, whose address is 539 South Main Street, Findlay, Ohio 45840, GRANTOR, for the consideration of Four Hundred Twenty-Five Thousand and no/100 Dollars (\$425,000.00), received to its full satisfaction of SWARTZ CREEK VENTURES, LLC, a Michigan limited liability company, GRANTEE, whose TAX MAILING ADDRESS will be 9045 Broadway, Grand Blanc, Michigan 48439, does grant, bargain, sell, remise, release, alien and confirm unto said GRANTEE, its successors and assigns forever, the following described real estate in the City of Swartz Creek, County of Genesee, and State of Michigan, to-wit:

Part of Lots 1 and 2 of "Cumming's Berlin Acres", a Subdivision of the north part of the east 1/2 of southeast 1/4 of Section 36, T7N, R5E, Clayton Township, Genesee County, Michigan, being more particularly described as beginning at the northeast corner of said Lot 1; thence southerly along the east line of Lot 1, 79.20 feet; thence southwesterly, along the southerly line of Lots 1 and 2, 183.17 feet; thence northerly 188.50 feet; thence easterly, along the north line of Lot 1, 200.00 feet to the point of beginning.

PRIOR INSTRUMENT REFERENCE: Liber 3731, Page 155
Genesee County Recorder's Office

PARCEL ID NUMBER: 58-36-576-001

Subject to:

(a) taxes and assessments (both general and special) not now due and payable; (b) zoning ordinances, subdivision and planning laws and regulations and building code restrictions and all laws, rules and regulations relating to land and structures and their use, including but not limited to governmental regulations relating to buildings, building construction, building line and use occupancy restrictions, and violations of any of the foregoing; (c) easements, conditions, reservations, agreements and restrictions of record, if any; (d) such a state of facts as an accurate survey might show; and (e) all legal roads and highways.

(A) Grantee agrees that for a period of twenty (20) years from and after the date of this conveyance, the premises shall not be used for the sale, marketing, storage or advertising of motor fuels, except the trademarked products of MARATHON ASHLAND PETROLEUM

3/10/04
I hereby certify that the records in my office are correct and that there are no taxes, fees, or charges held by the state, or by any individual against the within description, and that all taxes due thereon have been paid for the 5 years next preceding the date of this instrument.
Daniel T. Kildner

Page 1 of 5

CO 467
Date 3/18/04

Rev. 3/6/05

03637187

26
x1 5/1

LLC, its successors and assigns, purchased either directly from MARATHON ASHLAND PETROLEUM LLC, its successors and assigns or from a MARATHON® branded Jobber and that this restriction shall be a covenant running with the land and shall be contained in and made a part of every deed, mortgage, lease or other instrument affecting the title to said premises.

(B) Grantor shall have the option to repurchase the premises free of all right of dower, in the event Grantee desires to sell or lease the premises or to convert it to a use other than a MARATHON® retail motor fuel outlet, within sixty (60) days of receiving written notice from Grantee of its desire to sell or lease or to convert the premises, by tendering payment to Grantee in the amount of Four Hundred Twenty Five Thousand and 00/100 Dollars (\$425,000.00) together with interest of five percent (5%) per annum accrued thereon from date of conveyance to Grantee and together with reimbursement for the cost of any capital improvements made to the premises by Grantee, depreciated at a rate of ten percent (10%) per annum, and in such event, Grantee shall reconvey the premises to Grantor free and clear of all covenants, restrictions, easements, liens and encumbrances except those which existed as of the date of conveyance of the premises to Grantee.

(C) Alternatively, and in addition to the repurchase option of (B) above, Grantor and Grantee further covenant and agree that Grantor shall have the right of first refusal to repurchase the premises, improvements and equipment free of all right of dower, in either of the following events: (i) Grantee desires to sell for any reason whatsoever, and if at such time Grantee has received an acceptable bona fide written offer from a third party to purchase the premises, or (ii) Grantee desires to lease all for any reason whatsoever, and if at such time Buyer has received an acceptable bona fide written offer from a third party to lease all of the premises. Prior to accepting either said offer of third party, Grantee shall provide Grantor with a copy of same. Grantor shall have the option exercisable within thirty (30) days from and after receipt thereof, in the event of said offer of third party to purchase, to repurchase the premises upon the same price and terms contained in said offer, or, in the event of either said offer of third party, to elect to repurchase the premises pursuant to the terms and conditions of (B) above. This right of first refusal shall apply to any purchase offer and lease offer from a third party which Grantee wishes to accept, including those purchase offers at a lesser price than the repurchase option price referred to in (B) above, and no sale or lease shall be binding unless this provision is complied with, regardless of whether Grantor has previously declined to exercise its repurchase option under (B) above or its right of first refusal under this subparagraph (C).

(D) Alternatively and in addition to the repurchase rights of (B) and (C) above, in the event that Grantee desires to sell the premises, and Grantor has in such event declined to exercise its repurchase rights under the covenants contained in paragraphs (B) and (C) above, Grantee shall upon the closing of such sale, pay to Grantor a lump sum amount, determined according to the schedule in paragraph (F) below.

(E) Alternatively and in addition to the repurchase rights of (B) and (C) above, in the event that Grantee desires to lease the premises, and Grantor has in such event declined to exercise its repurchase rights under the covenants contained in paragraphs (B) and (C) above, Grantee shall, commencing upon the closing of such lease, pay to Grantor a lump sum amount, determined according to the schedule in paragraph (F) below.

(F)

Date of Sale or Lease	Lump Sum Amount
Up to 20 years after original conveyance	\$50,000.00

(G) The restrictive covenants set out in (A), (B), (C), (D) and (E) above are part of the consideration for this conveyance running from Grantor to Grantee, and the purchase price was reduced because of same. Nothing herein shall be construed to require or obligate Grantor to repurchase the premises at any time.

(H) The restrictive covenants (B), (C), (D) and (E) above shall be deemed covenants running with the land and shall be made a part of every deed, lease, mortgage or other instrument affecting the title to the premises. The restrictive covenants in subparagraphs (B) and (C) above shall be binding upon the Grantee, his grantees, heirs, personal representative, successors and assigns for a period of twenty (20) years from date of conveyance. The restrictive covenant in subparagraphs (D) and (E) above shall be binding upon the Grantee, his grantees, heirs, personal representative, successors and assigns for a period of (20) years from date of conveyance. However, subsequent to Grantor's having declined to exercise its repurchase option rights under both covenants contained in subparagraphs (B) and (C) above and Grantee's payment to Grantor in compliance with paragraph (D) or (E) above, remote grantees shall take the premises free of said covenants (B), (C), (D) and (E), but the restrictive covenant set out in subparagraph (A) above shall not be affected.

This deed is subject to the following reservations, restrictions and conditions which shall be covenants running with the land and shall be binding upon Grantee, its successors, assigns and all future owners of the premises, and their respective directors, officers, employees, contractors, agents, representatives, lessees, licensees, invitees, and any user or occupant of all or any portion of the premises:

1. Marathon Ashland Petroleum LLC and its successors and assigns ("Grantor") reserves the right to have access to the premises, at no cost to Grantor, at reasonable times to conduct any Corrective Action only as and when required by the governmental agency with jurisdiction (the "Agency") in connection with a release of petroleum hydrocarbons on the premises. As used herein, the term, "Corrective Action", shall refer to one or more of the following activities: investigation, assessment, monitoring, sampling, analysis, cleanup, removal, disposal, on-site treatment, off-site treatment, active remediation, passive remediation, remediation alternatives including but not limited to risk-based corrective action ("RBCA"), if applicable, and/or other activities concurred in or required by the Agency. In performing any Corrective Action at the premises, Grantor will have the right to rely on and use any current, future or revised or amended state cleanup standards, guidelines or criteria or revised federal cleanup standards, if applicable, including without limitation any site-specific risk-based soil and groundwater cleanup objectives or other similar RBCA policies administered by the Agency. In performing any Corrective Action at the premises, Grantor may also rely on and implement institutional controls as provided for in applicable laws, regulations and policies to ensure the protection of public health, safety or welfare and the environment. Grantee acknowledges that such institutional controls may require deed recordation running with the land at the premises. Such deed recordation would contain certain restrictions based on site-specific exposure such as prohibiting the use of groundwater or requiring the premises, or a portion of the premises, to be paved or that existing pavement remain in place and be properly maintained. Grantee agrees to permit reasonable institutional controls regarding the premises in connection with Grantor's performance of any Corrective Action thereon. Grantee agrees to provide Grantor, at no cost to Grantor, with Grantee's written consent and signature as needed in connection with the preparation, execution and recording of any necessary documents relating to any institutional controls which are to be recorded with the deed in accordance with Grantor's performance of Corrective Action. Such institutional controls, if necessary, would not prohibit the use of the premises for industrial/commercial purposes. Grantor reserves its legal appeal rights with respect to any orders, directives or requests of the Agency concerning but not limited to Corrective Action at the premises.

2. The Grantee shall not have any claim against Grantor, its parents, affiliates, predecessors, successors, assigns, subsidiaries or their respective past, present and future officers, employees, agents and/or representatives (the "Released Parties"), based upon, related to or arising out of the presence of any contamination on, under or at the premises. The Released Parties are hereby forever released from any and all such claims.

3. To reduce risks to human health and/or the environment, and to permit application of corrective action standards which are consistent with the non-residential use (or other lower-risk use) of the premises, this conveyance is made by Grantor and accepted by Grantee upon the express condition and subject to the restrictions and covenants that: (i) the use of the

premises shall be restricted solely to industrial/commercial use; (ii) the premises shall not be used or occupied (if used or occupied at all) for residential purposes or for purposes of a child care or elder care facility, a nursing home facility or hospice, a hotel or motel, a medical or dental facility, a school, a church, a park, or a hospital; (iii) any building constructed on the premises shall have a slab-on-grade foundation with the top of the slab at or above surface level; (iv) in the event that any activities occur at the premises that involve any digging, trenching or excavation of soils, Grantor shall take proper precautions to ensure the protection of health, safety and the environmental, including but not limited to, testing the soils, providing adequate notification and protection to workers, and proper handling and/or disposal of any contaminated soils in accordance with all applicable laws, rules and regulations, and (v) no water supply wells of any kind (including without limitation water wells used for drinking, bathing or other human consumption purposes and water wells used for livestock, farming or irrigation) shall be installed or used on the premises (collectively, "Exposure Restriction"); provided, however, that the Exposure Restriction does not prohibit the installation or use of any compliance wells, or any groundwater monitoring, recovery or extraction wells or similar devices used for or related to the performance of assessments, remediation or any other corrective action on the premises now or in the future.

4. Grantee hereby agrees to indemnify, defend and hold harmless the Grantor from and against any and all losses, damages, claims, suits or actions, judgments and costs (including without limitation reasonable attorney fees) that arise out of or relate to any violation of the reservations, restriction and/or conditions contained in this deed, including, but not limited to, any use of the premises which is in violation of or inconsistent with the Exposure Restriction.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining. TO HAVE AND TO HOLD the said Premises unto Grantee and its assigns to the sole and only proper use, benefit and behoof of Grantee and assigns, FOREVER, and Grantor covenants and agrees to and with Grantee that Grantor has not heretofore done, committed, or wittingly or willingly suffered to be done or committed, any act, matter or thing whatsoever whereby the Premises hereby granted, or any part thereof, is, are or shall be charged or encumbered in title, estate or otherwise.

The covenants herein shall be binding upon and inure to the benefit of the respective successors and legal representatives of Grantor and Grantee.

IN WITNESS WHEREOF, said company sets its hand this 11th day of December, 2003.

Signed and acknowledged
in the presence of:

By: [Signature]
Printed: Anne Bernot

MARATHON ASHLAND PETROLEUM LLC

By: [Signature]
Printed Name: M. E. Peters
Title: Sr. Vice President, Marketing



By: [Signature]
Printed: Cynthia L. Snyder



STATE OF OHIO)
) SS.
COUNTY OF HANCOCK)

BEFORE ME, a Notary Public in and for said State of Ohio personally appeared the above named Marathon Ashland Petroleum LLC, a Delaware limited liability company, by M. E.

Peters, Sr. Vice President, Marketing, who acknowledged that she did sign the foregoing instrument and that the same is the free act and deed of said company, and the free act and deed of her personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Findlay, Ohio, this 11 day of December, 2003.

Cynthia H. Snyder
Notary Public

My commission expires:

CYNTHIA H. SNYDER
NOTARY PUBLIC STATE OF OHIO
MY COMMISSION EXPIRES OCT. 4, 2006

This Instrument Prepared by:
E. S. Young
Attorney-at-Law
539 South Main Street
Findlay, Ohio 45840

AND RETURN TO

26

MIDDED.MAP.1937 Swartz Creek buyback.doc



Instr: 200403110029897 03/11/2004
P/S of 5 F: \$26.00 0:0000
Melvin Phillip McCreary T20040306415
Genesee County Registrar MLES YOUNG

EXHIBIT 3
ENVIRONMENTAL ASSESSMENT AND REMEDIATION LICENSE

F

**ENVIRONMENTAL ASSESSMENT
AND REMEDIATION LICENSE**

MPC Facility: 1937
Swartz Creek, MI

This Environmental Assessment and Remediation License ("License") is entered into between **Marathon Petroleum Company LP ("MPC")**, a Delaware limited partnership, with an address of 539 South Main Street, Findlay, Ohio 45840, and the **City of Swartz Creek ("Landowner")**, with a mailing address of 8083 Civic Drive, Swartz Creek, MI 48473-1377.

- 1.0 **ACCESS.** Landowner hereby grants MPC and its employees, agents, contractors and other representatives the right to enter upon Landowner's property located at the following address: 7026 Miller Road, Swartz Creek, MI, 48473 (the "Property"), in order to perform the following activities ("Activities"):
 - 1.1 Assess soil, surface water and groundwater contamination, if any;
 - 1.2 Determine locations for the installation of soil borings, geoprobes, groundwater monitoring wells, recovery wells, and other assessment and remediation equipment/facilities;
 - 1.3 Install, operate, maintain, close and/or remove all soil borings, geoprobes, groundwater monitoring wells, recovery wells, and other assessment and remediation equipment/facilities;
 - 1.4 Take samples from the soil, surface water and groundwater; and
 - 1.5 Perform other related site assessment and remediation activities.
- 2.0 **NOTICE AND DATA.**
 - 2.1 MPC shall give reasonable notice to Landowner prior to entering upon the Property to install or remove soil borings, geoprobes, groundwater monitoring wells, recovery wells, and other assessment and remediation equipment/facilities.
 - 2.2 Upon written request, MPC shall provide Landowner with copies of all environmental data obtained by MPC at the Property pursuant to this License that MPC furnishes to the state agency having jurisdiction over MPC's Activities.
- 3.0 **SITE CONDITION.** MPC shall conduct its Activities in a manner that will not unreasonably interfere with the normal and usual business operations or residential activities being conducted on the Property. MPC shall also conduct its Activities in a manner reasonably calculated to minimize disturbance to existing site conditions. After performing Activities, MPC agrees to restore the areas of the Property that were disturbed by MPC's Activities to, as nearly as reasonably possible, the same condition as existed on the date that such areas were disturbed by MPC. Following completion of MPC's Activities at the Property and approval from the governmental agency with jurisdiction, MPC will properly close, remove and/or abandon all groundwater monitoring wells, recovery wells, and other assessment and remediation

equipment/facilities that were installed at the Property under this License in accordance with state law.

- 4.0 **MATERIALS REMOVED FROM THE SITE.** Any samples, waste materials, soil cuttings, and liquids which result from MPC's Activities under this License shall be handled, stored, treated, transported, and disposed of by MPC in accordance with all applicable local, state and federal laws, regulations and ordinances.
- 5.0 **TOOLS AND EQUIPMENT.** All tools, equipment, or other property placed upon the Property by MPC or its employees, agents, contractors and other representatives shall remain the property of MPC and its employees, agents, contractors and other representatives, and may be removed by the owner of such property at any time within a reasonable time after expiration of this License.
- 6.0 **INDEMNITY TO LANDOWNER.** MPC will defend, indemnify and hold the Landowner harmless from all actions, claims, demands, liabilities and damages which are imposed on or incurred by Landowner as a result of MPC's or its employees', agents', contractors' or other representatives' Activities at the Property under this License. In order to receive the protections of this section, Landowner must first:
- (1) provide MPC and its employees, agents, contractors and other representatives with access to the Property pursuant to this License, and
 - (2) give MPC written notice immediately after Landowner obtains actual knowledge of a matter which is claimed to be covered by this section. Such written notice to MPC shall be sent to:
 - (i) Engineering Manager, Marketing & Transportation Engineering
Environmental & Technical Services
Marathon Petroleum Company LP
539 South Main Street
Findlay, Ohio 45840; and
 - (ii) Group Counsel – Environmental, Safety & Security
Marathon Petroleum Company LP
539 South Main Street
Findlay, Ohio 45840
- 7.0 **INSURANCE.** MPC is an indirect, wholly-owned subsidiary of Marathon Petroleum Corporation ("MPCorp"). MPCorp is covered for property and liability exposures through major worldwide insurance programs with large deductibles or self-insured retentions. Losses that fall within these self-insured retentions, including those for which MPC is contractually liable, are paid through the financial resources of MPC and are administered by MPC under MPC's self-administered claims program. Upon written request MPC will provide Landowner a copy of a self-insurance letter stating that the insurance limits required by Landowner fall within the corporate self-insured retentions.
- 8.0 **LANDOWNER'S WARRANTY AND RESPONSIBILITIES.** Landowner represents and warrants that Landowner is the owner of the Property and/or otherwise has full authority to enter into this License, and to make it binding on any person or entity having a valid claim of interest in the Property, including any tenants. Landowner agrees not to interfere with, disturb, move or enter any equipment, facilities, buildings, or any other Activities of MPC or its employees, agents, contractors and other representatives.
- 9.0 **EFFECTIVE DATE AND TERM.** This License shall be effective as of the date of the last signature hereto, and shall continue in effect until MPC determines that it has completed its

Activities under this License. Either Landowner or MPC may terminate this License prior to its expiration if the other party violates any material condition or term of this License. Any such termination shall be effective thirty (30) days after written notification of such termination is received by the non-terminating party.

10.0 MISCELLANEOUS PROVISIONS.

- 10.1 **Agreement.** This License sets forth the entire agreement between the parties and shall not be amended except by writing executed by both parties.
- 10.2 **Assignability.** This License is binding upon the parties, their successors in title or interest, assignees and heirs. If, at any time, the Property may be transferred to another owner, MPC must be notified pursuant to the Notice requirements of this License. MPC will then prepare a Memorandum of License Agreement and Landowner will execute. MPC will then record the Memorandum of License Agreement in the applicable county recorder's office. Notification must be made prior to the transfer of the Property and within reasonable time to allow MPC to record the Memorandum of License Agreement.
- 10.3 **Counterparts.** This License may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 10.4 **Governing Law.** The law of the State in which this Property is located shall apply to the interpretation of this License and to the resolution of any disputes arising out of the matter set forth in this License.
- 10.5 **Notices.** Unless amended by the either party by written notice to the other party, and except as otherwise set forth in Section 6.0 above, communications shall be directed to:

For Landowner:

City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473-1377
(810)635-4464 (810)635-2887
Telephone Fax

For MPC:

Group Counsel
Environmental, Safety & Security
Marathon Petroleum Company LP
539 South Main Street
Findlay, Ohio 45840
(419) 421-3370 (419) 427-3689
Telephone Fax

The parties agree to the above terms.

Landowner

J. Swartz
Signature
Tim Swartz, Dir. of Public Serv.
Printed Name and Title
2-17-12
Date

Marathon Petroleum Company LP

By: MPC Investment LLC, its General Partner

Gregory A. Wilkins
Signature
Gregory A. Wilkins
Environmental Auditing & Processes Manager
Printed Name and Title
3/28/2012
Date



Discussion Took place.

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

Marathon Property: Excavation Agreement For Removal Of Underground Storage Tanks, Marathon Petroleum Company

Resolution No. 120625-06

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Binder

I Move the City of Swartz Creek enter into an agreement with the Marathon Petroleum Company of 539 South Main Street, Findley Ohio 45840, for the excavation and removal of underground storage tanks on property located at 7026 Miller Road, Tax ID# 58-36-576-001, and further, direct the Mayor and City Clerk to execute any and all appropriate documents pursuant to the agreement, agreement as follows:

UNDERGROUND STORAGE TANK REMOVAL AGREEMENT

This Underground Storage Tank Removal Agreement ("Agreement") is made and entered into this _____ day of _____, 2012, by and between **Marathon Petroleum Company LP ("MPC")**, a Delaware limited partnership, with a mailing address of 539 S. Main Street, Findlay, Ohio 45840, and its affiliates and contractors, all of whom will be referred to in this document collectively as "Marathon," and the **City of Swartz Creek ("Landowner")** with a mailing address of 8083 Civic Drive, Swartz Creek, Michigan 48473-1377.

WHEREAS, Landowner currently owns the real property located at 7026 Miller Road, Swartz Creek, Michigan 48473 (the "Property");

WHEREAS, MPC or its predecessor owned and operated a gas station located at the Property;

WHEREAS, there is a documented release of petroleum on the Property for which MPC has been conducting corrective action directed at obtaining a No Further Action determination ("NFA") from the Michigan Department of Environmental Quality ("MDEQ");

WHEREAS, MPC determined that three (3) underground storage tanks ("USTs") that formerly contained petroleum products remain on the Property the removal of which may hasten MPC's corrective action and the issuance of an NFA;

WHEREAS, Landowner has provided MPC access to the Property in connection with MPC's corrective action and Landowner wishes to have the three USTs removed from the Property;

WHEREAS, Landowner intends to sell the property after MPC removes the USTs;

WHEREAS, MPC will require access to the Property after the sale and agreement from the new Property owner with regard to certain requirements for achieving an NFA determination from the MDEQ; and

NOW, THEREFORE, for good and valuable consideration the sufficiency of which is hereby acknowledged, MPC and the Landowner hereto agree to the following:

1. Landowner and MPC agree and acknowledge that the Environmental Assessment and Remediation License ("License") executed by both parties and attached hereto as **Exhibit A**, is incorporated into this Agreement in its entirety. All provisions, including but not limited to all obligations, warranties, indemnity, and responsibilities of MPC and Landowner under that License would govern this Agreement.
2. MPC agrees to remove the three (3) USTs that are located on the Property and any impacted soil associated with the USTs. Should MPC encounter any additional USTs during the excavation and removal work, MPC agrees to remove those USTs as well.
3. MPC will continue to pursue a NFA from the MDEQ after removal of the USTs is completed. Landowner acknowledges and agrees that MPC's NFA may include risk based closure which may require institutional and engineering controls for the Property.

4. In return for MPC removing the USTs, Landowner agrees to execute any document presented to it by MPC as part of its corrective action efforts at the Property, including but not limited to a Remedial Action Plan, Final Assessment Report, Declaration of Restrictive Covenant, or similar documents necessary for MPC to achieve a NFA determination for the Property from MDEQ.
5. Landowner acknowledges and agrees that a Declaration of Restrictive Covenant will contain restrictions that may restrict the use of groundwater including, but not limited to, prohibiting the drilling of potable water wells on the Property; limit the land use to non-residential use; and possibly require that a vapor barrier be installed under any structure built on the Property.
6. Landowner acknowledges that MPC previously recorded reservations, restrictions and conditions as shown in the attached deed (See Attachment B), which may or may not still encumber the Property. Regardless of the previous recorded reservations, restrictions and conditions, Landowner agrees that in consideration for this Agreement, should it sell the Property before it executes a Declaration of Restrictive Covenant as described above that it shall record the exact language described below as part of any deed of conveyance with regard to the sale of the Property:

“This deed is subject to the following reservations, restrictions and conditions which shall be covenants running with the land and shall be binding upon Grantee, its successors, assigns and all future owners of the premises, and their respective directors, officers, employees, contractors, agents, representatives, lessees, licensees, invitees, and any user or occupant of all or any portion of the premises:

A. The City of Swartz Creek (“Grantor”) reserves the right for Marathon Petroleum Company LP and its successors and assigns (“Marathon”) to have access to the premises, at no cost to Grantor or Marathon, at reasonable times to conduct any Corrective Action only as and when required by the governmental agency with jurisdiction (the “Agency”) in connection with a release of petroleum hydrocarbons on the premises. As used herein, the term, “Corrective Action”, shall refer to one or more of the following activities: investigation, assessment, monitoring, sampling, analysis, cleanup, removal, disposal, on-site treatment, off-site treatment, active remediation, passive remediation, remediation alternatives including but not limited to risk-based corrective action (“RBCA”), if applicable, and/or other activities concurred in or required by the Agency. In performing any Corrective Action at the premises, Marathon will have the right to rely on and use any current, future or revised or amended state cleanup standards, guidelines or criteria or revised federal cleanup standards, if applicable, including without limitation any site-specific risk-based soil and groundwater cleanup objectives or other similar RBCA policies administered by the Agency. In performing any Corrective Action at the premises, Marathon may also rely on and implement institutional controls as provided for in applicable laws, regulations and policies to ensure the protection of public health, safety or welfare and the environment. Grantee acknowledges that such institutional controls may require the recording of a Declaration of Restrictive Covenant” in substantially the form as Michigan Department of Environmental Quality Form EQP3854 restricting the premises (the “Declaration”). Such

Declaration would contain certain restrictions based on site-specific exposure such as prohibiting the use of groundwater or requiring the premises, or a portion of the premises, to be paved or that existing pavement remain in place and be properly maintained. Grantee agrees to permit reasonable institutional controls regarding the premises in connection with Marathon's performance of any Corrective Action thereon. Grantee agrees to provide Marathon, at no cost to Marathon, with Grantee's written consent and signature as needed in connection with the preparation, execution and recording of the Declaration or any other necessary documents relating to any institutional controls which are to be recorded with the Declaration in accordance with Marathon's performance of Corrective Action. Such institutional controls, if necessary, would not prohibit the use of the premises for industrial, commercial or office purposes. Marathon reserves its legal appeal rights with respect to any orders, directives or requests of the Agency concerning but not limited to Corrective Action at the premises.

B. The Grantee shall not have any claim against Grantor or Marathon, its parents, affiliates, predecessors, successors, assigns, subsidiaries or their respective past, present and future officers, employees, agents and/or representatives (the "Released Parties"), based upon, related to or arising out of the presence of any contamination on, under or at the premises. The Released Parties are hereby forever released from any and all such claims.

C. To reduce risks to human health and/or the environment, and to permit application of corrective action standards which are consistent with the non-residential use (or other lower-risk use) of the premises, this conveyance is made by Grantor and accepted by Grantee upon the express condition and subject to the restrictions and covenants that: (i) the use of the premises shall be restricted solely to industrial, commercial or office use; (ii) the premises shall not be used or occupied (if used or occupied at all) for residential purposes or for purposes of a child care or elder care facility, a nursing home facility or hospice, a hotel or motel, a school, a church, a park, or a hospital; (iii) any building constructed on the premises shall have a slab-on-grade foundation with the top of the slab at or above surface level; (iv) in the event that any activities occur at the premises that involve any digging, trenching or excavation of soils by Grantee, Grantee shall take proper precautions to ensure the protection of health, safety and the environmental, including but not limited to, testing the soils, providing adequate notification and protection to workers, and proper handling and/or disposal of any contaminated soils in accordance with all applicable laws, rules and regulations, and (v) no water supply wells of any kind (including without limitation water wells used for drinking, bathing or other human consumption purposes and water wells used for livestock, farming or irrigation) shall be installed or used on the premises (collectively, "Exposure Restriction"); provided, however, that the Exposure Restriction does not prohibit the installation or use of any compliance wells, or any groundwater monitoring, recovery or extraction wells or similar devices used for or related to the performance of assessments, remediation or any other corrective action on the premises now or in the future.

IN WITNESS WHEREOF, Landowner and MPC have each caused this Agreement to be executed as of the day and year first above written.

LANDOWNER

By: _____

Name:

Title:

WITNESSES

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

MARATHON PETROLEUM COMPANY LP

By: MPC Investment LLC, its General Partner

By: _____

Name: Gregory A. Wilkins

Title: Environmental Auditing &
Process Manager

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

ATTACHMENT A
Environmental Assessment and Remediation License
(not attached)

ATTACHMENT B

Covenant Deed

STEWART TITLE

Instr: 2004031002987 03/11/2004
P: 1 of 8 F: \$26.00 8:50AM
Melvin Phillip McCrea T20040008415
Genesee County Registrar KLES YOURS

MICHIGAN REAL ESTATE TRANSFER TAX
DPT of TAXATION - GENESSEE COUNTY
03/10/2004 County \$ 467.50
State \$ 3187.50
Stamp# 136662 Rpt#431708

COVENANT DEED

03637187

KNOW ALL MEN BY THESE PRESENTS, that MARATHON ASHLAND PETROLEUM LLC, a Delaware limited liability company, whose address is 539 South Main Street, Findlay, Ohio 45840, GRANTOR, for the consideration of Four Hundred Twenty-Five Thousand and no/100 Dollars (\$425,000.00), received to its full satisfaction of SWARTZ CREEK VENTURES, LLC, a Michigan limited liability company, GRANTEE, whose TAX MAILING ADDRESS will be 9045 Bradway, Grand Blanc, Michigan 48439, does grant, bargain, sell, remise, release, alien and confirm unto said GRANTEE, its successors and assigns forever, the following described real estate in the City of Swartz Creek, County of Genesee, and State of Michigan, to-wit:

Part of Lots 1 and 2 of "Cumming's Berlin Acres", a Subdivision of the north part of the east 1/2 of southeast 1/4 of Section 36, T7N, R5E, Clayton Township, Genesee County, Michigan, being more particularly described as beginning at the northeast corner of said Lot 1; thence southerly along the east line of Lot 1, 79.20 feet; thence southwesterly, along the southerly line of Lots 1 and 2, 183.17 feet; thence northerly 188.50 feet; thence easterly, along the north line of Lot 1, 200.00 feet to the point of beginning.

PRIOR INSTRUMENT REFERENCE: Liber 3731, Page 155
Genesee County Recorder's Office

PARCEL ID NUMBER: 58-36-576-001

Subject to:

(a) taxes and assessments (both general and special) not now due and payable; (b) zoning ordinances, subdivision and planning laws and regulations and building code restrictions and all laws, rules and regulations relating to land and structures and their use, including but not limited to governmental regulations relating to buildings, building construction, building line and use occupancy restrictions, and violations of any of the foregoing; (c) easements, conditions, reservations, agreements and restrictions of record, if any; (d) such a state of facts as an accurate survey might show; and (e) all legal roads and highways.

(A) Grantee agrees that for a period of twenty (20) years from and after the date of this conveyance, the premises shall not be used for the sale, marketing, storage or advertising of motor fuels, except the trademarked products of MARATHON ASHLAND PETROLEUM

2/10/04
I hereby certify, based on the records in my office, that there are no taxes, fees held by the state, or by any individual against the within description, and that all taxes due thereon have been paid for the 5 years next preceding the date of this instrument.
Daniel T. Kester

Page 1 of 5

Co 467.50
State 3187.50

Rev. fee
3655

03637187

26
x1 5/141

LLC, its successors and assigns, purchased either directly from MARATHON ASHLAND PETROLEUM LLC, its successors and assigns or from a MARATHON® branded Jobber and that this restriction shall be a covenant running with the land and shall be contained in and made a part of every deed, mortgage, lease or other instrument affecting the title to said premises.

(B) Grantor shall have the option to repurchase the premises free of all right of dower, in the event Grantee desires to sell or lease the premises or to convert it to a use other than a MARATHON® retail motor fuel outlet, within sixty (60) days of receiving written notice from Grantee of its desire to sell or lease or to convert the premises, by tendering payment to Grantee in the amount of Four Hundred Twenty Five Thousand and 00/100 Dollars (\$425,000.00) together with interest of five percent (5%) per annum accrued thereon from date of conveyance to Grantee and together with reimbursement for the cost of any capital improvements made to the premises by Grantee, depreciated at a rate of ten percent (10%) per annum, and in such event, Grantee shall reconvey the premises to Grantor free and clear of all covenants, restrictions, easements, liens and encumbrances except those which existed as of the date of conveyance of the premises to Grantee.

(C) Alternatively, and in addition to the repurchase option of (B) above, Grantor and Grantee further covenant and agree that Grantor shall have the right of first refusal to repurchase the premises, improvements and equipment free of all right of dower, in either of the following events: (i) Grantee desires to sell for any reason whatsoever, and if at such time Grantee has received an acceptable bona fide written offer from a third party to purchase the premises, or (ii) Grantee desires to lease all for any reason whatsoever, and if at such time Buyer has received an acceptable bona fide written offer from a third party to lease all of the premises. Prior to accepting either said offer of third party, Grantee shall provide Grantor with a copy of same. Grantor shall have the option exercisable within thirty (30) days from and after receipt thereof, in the event of said offer of third party to purchase, to repurchase the premises upon the same price and terms contained in said offer, or, in the event of either said offer of third party, to elect to repurchase the premises pursuant to the terms and conditions of (B) above. This right of first refusal shall apply to any purchase offer and lease offer from a third party which Grantee wishes to accept, including those purchase offers at a lesser price than the repurchase option price referred to in (B) above, and no sale or lease shall be binding unless this provision is complied with, regardless of whether Grantor has previously declined to exercise its repurchase option under (B) above or its right of first refusal under this subparagraph (C).

(D) Alternatively and in addition to the repurchase rights of (B) and (C) above, in the event that Grantee desires to sell the premises, and Grantor has in such event declined to exercise its repurchase rights under the covenants contained in paragraphs (B) and (C) above, Grantee shall upon the closing of such sale, pay to Grantor a lump sum amount, determined according to the schedule in paragraph (F) below.

(E) Alternatively and in addition to the repurchase rights of (B) and (C) above, in the event that Grantee desires to lease the premises, and Grantor has in such event declined to exercise its repurchase rights under the covenants contained in paragraphs (B) and (C) above, Grantee shall, commencing upon the closing of such lease, pay to Grantor a lump sum amount, determined according to the schedule in paragraph (F) below.

(F)

Date of Sale or Lease	Lump Sum Amount
Up to 20 years after original conveyance	\$50,000.00

(G) The restrictive covenants set out in (A), (B), (C), (D) and (E) above are part of the consideration for this conveyance running from Grantor to Grantee, and the purchase price was reduced because of same. Nothing herein shall be construed to require or obligate Grantor to repurchase the premises at any time.

(H) The restrictive covenants (B), (C), (D) and (E) above shall be deemed covenants running with the land and shall be made a part of every deed, lease, mortgage or other instrument affecting the title to the premises. The restrictive covenants in subparagraphs (B) and (C) above shall be binding upon the Grantee, his grantees, heirs, personal representative, successors and assigns for a period of twenty (20) years from date of conveyance. The restrictive covenant in subparagraphs (D) and (E) above shall be binding upon the Grantee, his grantees, heirs, personal representative, successors and assigns for a period of (20) years from date of conveyance. However, subsequent to Grantor's having declined to exercise its repurchase option rights under both covenants contained in subparagraphs (B) and (C) above and Grantee's payment to Grantor in compliance with paragraph (D) or (E) above, remote grantees shall take the premises free of said covenants (B), (C), (D) and (E), but the restrictive covenant set out in subparagraph (A) above shall not be affected.

This deed is subject to the following reservations, restrictions and conditions which shall be covenants running with the land and shall be binding upon Grantee, its successors, assigns and all future owners of the premises, and their respective directors, officers, employees, contractors, agents, representatives, lessees, licensees, invitees, and any user or occupant of all or any portion of the premises:

1. Marathon Ashland Petroleum LLC and its successors and assigns ("Grantor") reserves the right to have access to the premises, at no cost to Grantor, at reasonable times to conduct any Corrective Action only as and when required by the governmental agency with jurisdiction (the "Agency") in connection with a release of petroleum hydrocarbons on the premises. As used herein, the term, "Corrective Action", shall refer to one or more of the following activities: investigation, assessment, monitoring, sampling, analysis, cleanup, removal, disposal, on-site treatment, off-site treatment, active remediation, passive remediation, remediation alternatives including but not limited to risk-based corrective action ("RBCA"), if applicable, and/or other activities concurred in or required by the Agency. In performing any Corrective Action at the premises, Grantor will have the right to rely on and use any current, future or revised or amended state cleanup standards, guidelines or criteria or revised federal cleanup standards, if applicable, including without limitation any site-specific risk-based soil and groundwater cleanup objectives or other similar RBCA policies administered by the Agency. In performing any Corrective Action at the premises, Grantor may also rely on and implement institutional controls as provided for in applicable laws, regulations and policies to ensure the protection of public health, safety or welfare and the environment. Grantee acknowledges that such institutional controls may require deed recordation running with the land at the premises. Such deed recordation would contain certain restrictions based on site-specific exposure such as prohibiting the use of groundwater or requiring the premises, or a portion of the premises, to be paved or that existing pavement remain in place and be properly maintained. Grantee agrees to permit reasonable institutional controls regarding the premises in connection with Grantor's performance of any Corrective Action thereon. Grantee agrees to provide Grantor, at no cost to Grantor, with Grantee's written consent and signature as needed in connection with the preparation, execution and recording of any necessary documents relating to any institutional controls which are to be recorded with the deed in accordance with Grantor's performance of Corrective Action. Such institutional controls, if necessary, would not prohibit the use of the premises for industrial/commercial purposes. Grantor reserves its legal appeal rights with respect to any orders, directives or requests of the Agency concerning but not limited to Corrective Action at the premises.
2. The Grantee shall not have any claim against Grantor, its parents, affiliates, predecessors, successors, assigns, subsidiaries or their respective past, present and future officers, employees, agents and/or representatives (the "Released Parties"), based upon, related to or arising out of the presence of any contamination on, under or at the premises. The Released Parties are hereby forever released from any and all such claims.
3. To reduce risks to human health and/or the environment, and to permit application of corrective action standards which are consistent with the non-residential use (or other lower-risk use) of the premises, this conveyance is made by Grantor and accepted by Grantee upon the express condition and subject to the restrictions and covenants that: (i) the use of the



premises shall be restricted solely to industrial/commercial use; (ii) the premises shall not be used or occupied (if used or occupied at all) for residential purposes or for purposes of a child care or elder care facility, a nursing home facility or hospice, a hotel or motel, a medical or dental facility, a school, a church, a park, or a hospital; (iii) any building constructed on the premises shall have a slab-on-grade foundation with the top of the slab at or above surface level; (iv) in the event that any activities occur at the premises that involve any digging, trenching or excavation of soils, Grantor shall take proper precautions to ensure the protection of health, safety and the environmental, including but not limited to, testing the soils, providing adequate notification and protection to workers, and proper handling and/or disposal of any contaminated soils in accordance with all applicable laws, rules and regulations, and (v) no water supply wells of any kind (including without limitation water wells used for drinking, bathing or other human consumption purposes and water wells used for livestock, farming or irrigation) shall be installed or used on the premises (collectively, "Exposure Restriction"); provided, however, that the Exposure Restriction does not prohibit the installation or use of any compliance wells, or any groundwater monitoring, recovery or extraction wells or similar devices used for or related to the performance of assessments, remediation or any other corrective action on the premises now or in the future.

4. Grantee hereby agrees to indemnify, defend and hold harmless the Grantor from and against any and all losses, damages, claims, suits or actions, judgments and costs (including without limitation reasonable attorney fees) that arise out of or relate to any violation of the reservations, restriction and/or conditions contained in this deed, including, but not limited to, any use of the premises which is in violation of or inconsistent with the Exposure Restriction.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining. TO HAVE AND TO HOLD the said Premises unto Grantee and its assigns to the sole and only proper use, benefit and behoof of Grantee and assigns, FOREVER, and Grantor covenants and agrees to and with Grantee that Grantor has not heretofore done, committed, or wittingly or willingly suffered to be done or committed, any act, matter or thing whatsoever whereby the Premises hereby granted, or any part thereof, is, are or shall be charged or encumbered in title, estate or otherwise.

The covenants herein shall be binding upon and inure to the benefit of the respective successors and legal representatives of Grantor and Grantee.

IN WITNESS WHEREOF, said company sets its hand this 11th day of December, 2003.

Signed and acknowledged
in the presence of:

By: [Signature]
Printed: Anna Bernot

By: [Signature]
Printed: Cynthia L. Snyder

MARATHON ASHLAND PETROLEUM LLC

By: [Signature]
Printed Name: M. E. Peters
Title: Sr. Vice President, Marketing



STATE OF OHIO)
) SS.
COUNTY OF HANCOCK)

BEFORE ME, a Notary Public in and for said State of Ohio personally appeared the above named Marathon Ashland Petroleum LLC, a Delaware limited liability company, by M. E.

Peters, Sr. Vice President, Marketing, who acknowledged that she did sign the foregoing instrument and that the same is the free act and deed of said company, and the free act and deed of her personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Findlay, Ohio, this 11th day of December, 2003.

Cynthia L. Snyder
Notary Public

My commission expires:

CYNTHIA L. SNYDER
NOTARY PUBLIC STATE OF OHIO
MY COMMISSION EXPIRES OCT. 4, 2008

This Instrument Prepared by:
E. S. Young
Attorney-at-Law
539 South Main Street
Findlay, Ohio 45840

also RETURN TO

26

MIDEED.MAP.1937 Swartz Creek buytrack.doc


Instr: 200408110029097 08/11/2004
P: 5 of 5 F: \$28.00 8:58AM
Melvin Phillip McCree T20040008415
Genesee County Register PLES YOUNG

EXHIBIT 3
ENVIRONMENTAL ASSESSMENT AND REMEDIATION LICENSE

F

ENVIRONMENTAL ASSESSMENT AND REMEDIATION LICENSE

MPC Facility: 1937
Swartz Creek, MI

This Environmental Assessment and Remediation License ("License") is entered into between **Marathon Petroleum Company LP ("MPC")**, a Delaware limited partnership, with an address of 539 South Main Street, Findlay, Ohio 45840, and the **City of Swartz Creek ("Landowner")**, with a mailing address of 8083 Civic Drive, Swartz Creek, MI 48473-1377.

- 1.0 **ACCESS.** Landowner hereby grants MPC and its employees, agents, contractors and other representatives the right to enter upon Landowner's property located at the following address: 7026 Miller Road, Swartz Creek, MI, 48473 (the "Property"), in order to perform the following activities ("Activities"):
- 1.1 Assess soil, surface water and groundwater contamination, if any;
 - 1.2 Determine locations for the installation of soil borings, geoprobes, groundwater monitoring wells, recovery wells, and other assessment and remediation equipment/facilities;
 - 1.3 Install, operate, maintain, close and/or remove all soil borings, geoprobes, groundwater monitoring wells, recovery wells, and other assessment and remediation equipment/facilities;
 - 1.4 Take samples from the soil, surface water and groundwater; and
 - 1.5 Perform other related site assessment and remediation activities.
- 2.0 **NOTICE AND DATA.**
- 2.1 MPC shall give reasonable notice to Landowner prior to entering upon the Property to install or remove soil borings, geoprobes, groundwater monitoring wells, recovery wells, and other assessment and remediation equipment/facilities.
 - 2.2 Upon written request, MPC shall provide Landowner with copies of all environmental data obtained by MPC at the Property pursuant to this License that MPC furnishes to the state agency having jurisdiction over MPC's Activities.
- 3.0 **SITE CONDITION.** MPC shall conduct its Activities in a manner that will not unreasonably interfere with the normal and usual business operations or residential activities being conducted on the Property. MPC shall also conduct its Activities in a manner reasonably calculated to minimize disturbance to existing site conditions. After performing Activities, MPC agrees to restore the areas of the Property that were disturbed by MPC's Activities to, as nearly as reasonably possible, the same condition as existed on the date that such areas were disturbed by MPC. Following completion of MPC's Activities at the Property and approval from the governmental agency with jurisdiction, MPC will properly close, remove and/or abandon all groundwater monitoring wells, recovery wells, and other assessment and remediation

equipment/facilities that were installed at the Property under this License in accordance with state law.

- 4.0 **MATERIALS REMOVED FROM THE SITE.** Any samples, waste materials, soil cuttings, and liquids which result from MPC's Activities under this License shall be handled, stored, treated, transported, and disposed of by MPC in accordance with all applicable local, state and federal laws, regulations and ordinances.
- 5.0 **TOOLS AND EQUIPMENT.** All tools, equipment, or other property placed upon the Property by MPC or its employees, agents, contractors and other representatives shall remain the property of MPC and its employees, agents, contractors and other representatives, and may be removed by the owner of such property at any time within a reasonable time after expiration of this License.
- 6.0 **INDEMNITY TO LANDOWNER.** MPC will defend, indemnify and hold the Landowner harmless from all actions, claims, demands, liabilities and damages which are imposed on or incurred by Landowner as a result of MPC's or its employees', agents', contractors' or other representatives' Activities at the Property under this License. In order to receive the protections of this section, Landowner must first:
- (1) provide MPC and its employees, agents, contractors and other representatives with access to the Property pursuant to this License, and
 - (2) give MPC written notice immediately after Landowner obtains actual knowledge of a matter which is claimed to be covered by this section. Such written notice to MPC shall be sent to:
 - (i) Engineering Manager, Marketing & Transportation Engineering
Environmental & Technical Services
Marathon Petroleum Company LP
539 South Main Street
Findlay, Ohio 45840; and
 - (ii) Group Counsel – Environmental, Safety & Security
Marathon Petroleum Company LP
539 South Main Street
Findlay, Ohio 45840
- 7.0 **INSURANCE.** MPC is an indirect, wholly-owned subsidiary of Marathon Petroleum Corporation ("MPCorp"). MPCorp is covered for property and liability exposures through major worldwide insurance programs with large deductibles or self-insured retentions. Losses that fall within these self-insured retentions, including those for which MPC is contractually liable, are paid through the financial resources of MPC and are administered by MPC under MPC's self-administered claims program. Upon written request MPC will provide Landowner a copy of a self-insurance letter stating that the insurance limits required by Landowner fall within the corporate self-insured retentions.
- 8.0 **LANDOWNER'S WARRANTY AND RESPONSIBILITIES.** Landowner represents and warrants that Landowner is the owner of the Property and/or otherwise has full authority to enter into this License, and to make it binding on any person or entity having a valid claim of interest in the Property, including any tenants. Landowner agrees not to interfere with, disturb, move or enter any equipment, facilities, buildings, or any other Activities of MPC or its employees, agents, contractors and other representatives.
- 9.0 **EFFECTIVE DATE AND TERM.** This License shall be effective as of the date of the last signature hereto, and shall continue in effect until MPC determines that it has completed its

Activities under this License. Either Landowner or MPC may terminate this License prior to its expiration if the other party violates any material condition or term of this License. Any such termination shall be effective thirty (30) days after written notification of such termination is received by the non-terminating party.

10.0 MISCELLANEOUS PROVISIONS.

- 10.1 **Agreement.** This License sets forth the entire agreement between the parties and shall not be amended except by writing executed by both parties.
- 10.2 **Assignability.** This License is binding upon the parties, their successors in title or interest, assignees and heirs. If, at any time, the Property may be transferred to another owner, MPC must be notified pursuant to the Notice requirements of this License. MPC will then prepare a Memorandum of License Agreement and Landowner will execute. MPC will then record the Memorandum of License Agreement in the applicable county recorder's office. Notification must be made prior to the transfer of the Property and within reasonable time to allow MPC to record the Memorandum of License Agreement.
- 10.3 **Counterparts.** This License may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 10.4 **Governing Law.** The law of the State in which this Property is located shall apply to the interpretation of this License and to the resolution of any disputes arising out of the matter set forth in this License.
- 10.5 **Notices.** Unless amended by the either party by written notice to the other party, and except as otherwise set forth in Section 6.0 above, communications shall be directed to:

For Landowner:

City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473-1377
(810)635-4464 (810)635-2887
Telephone Fax

For MPC:

Group Counsel
Environmental, Safety & Security
Marathon Petroleum Company LP
539 South Main Street
Findlay, Ohio 45840
(419) 421-3370 (419) 427-3689
Telephone Fax

The parties agree to the above terms.

Landowner

J. Swartz
Signature

Tom Swartz, Dir. of Public Aff.
Printed Name and Title

2-17-12
Date

Marathon Petroleum Company LP

By: MPC Investment LLC, its General Partner

Gregory A. Wilkins
Signature

Gregory A. Wilkins
Environmental Auditing & Processes Manager
Printed Name and Title

3/28/2012
Date



YES: Shumaker, Abrams, Binder, Hicks.

NO: None. Motion Declared Carried.

Re-Locate Regular Council Meeting Of July 23rd

Resolution No. 120625-07

(Carried)

Motion by Councilmember Binder

Second by Councilmember Hicks

I Move the City of Swartz Creek move the location of the Regular Council Meeting of Monday July 23, 2012 7:00 PM, from the City Hall Building to Elms Road Park Main Pavilion, date and time to remain unchanged, and further, in the event of inclement weather, to relocate the meeting back to City Hall.

Discussion Took place.

YES: Abrams, Binder, Hicks, Shumaker.

NO: None. Motion Declared Carried.

Appropriation, Annual Premiums Property & Liability Insurance

Resolution No. 120625-08

(Carried)

Motion by Councilmember Shumaker

Second by Councilmember Binder

I Move the City of Swartz Creek appropriate an amount not to exceed \$61,955 to Michigan Municipal League Meadow Brook Insurance, payment of the City's annual 2012-2013 premiums for property and liability insurance, policy to include sewer backup rider, funds to be distributed apportioned to the cost per department.

Discussion Took place

YES: Binder, Hicks, Shumaker, Abrams.

NO: None. Motion Declared Carried.

Out-Lot "B Wray Acres, Acquire From County Treasurer's Office

Resolution No. 120625-09

(Carried)

Motion by Councilmember Hicks

Second by Councilmember Binder

WHEREAS, certain property exists within the Wray Acres Plat, identified as "Out-Lot B", Tax ID No. 58-36-578-018, in which the City is an owner by quit claim deed having acquired it through the special assessment district process to repair and finish constructing the streets in Springbrook East Subdivision; and

WHEREAS, the property is an out-lot designed as an access point for properties to the north and it's non-buildable as it lacks sufficient frontage and it has water and sewer easements from Miller Road that service Springbrook East Subdivision; and

WHEREAS, the City has determined that the property needs to be public in order to service the existing utility lines and/or provide for a future access or additional utilities; and

WHEREAS, the City petitioned the Board of Review and was awarded exempt status, the public purpose being unbuildable and utility access; and

WHEREAS, upon acquisition of the property, it was in the third year of foreclosure in the County Treasurer's Office and has been scheduled for auction; and

WHEREAS, the County Treasurer will clear the title and transfer ownership back to the City under certain terms, conditions and payment of back taxes.

NOW, THEREFORE, I Move the City of Swartz Creek enter into an agreement with the Genesee County Treasurer's Office, terms and conditions as follows:

NOTICE TO GENESEE COUNTY TREASURER DEBORAH L. CHERRY,
THE FORECLOSING GOVERNMENTAL UNIT, OF ELECTION TO
PURCHASE FORECLOSED PROPERTY

The City of Swartz Creek hereby notifies Deborah L. Cherry, Genesee County Treasurer and Genesee County Foreclosing Governmental Unit, that it intends to purchase property described as parcel 58-36-578-018, also known as "Out-lot B Wray Acres", which property is located in Swartz Creek, Michigan, for a public purpose. The purchase price is \$1,354.11, which amount is the minimum bid as that term is defined in MCL 211.78m (11).

The public purpose for which the property is being purchased is:

The lot is designed for access to properties to the north. By City code, it is unbuildable as it needs 80' feet of frontage. The lot currently has public utilities that serve Springbrook East Condominium Subdivision to the north. Although designed for a road, one has not been planned; however, City ownership will leave the option open for the future. Additionally, the Western Trunk Sewer Extension terminates a half-mile to the north. Public ownership of Out-Lot "B" would provide a potential cross point in the event the sewer system is extended.

The City of Swartz Creek agrees that this Notice will be filed with the Genesee County Register of Deeds and that the City of Swartz Creek will notify the Foreclosing Governmental Unit at least seven days before the event if it ever sells or transfers to a third party all or any part of the above described property. Further, the City of Swartz Creek understands

and agrees that if it should ever sell the purchased property above described for an amount in excess of the minimum bid and all costs incurred relating to demolition, renovation, improvements, or infrastructure development, the excess amount shall be returned to the Genesee County Treasurer for deposit into the delinquent tax property sales proceeds account for the year in which the property was purchased by the City of Swartz Creek.

Upon the request of the Foreclosing Governmental Unit the City of Swartz Creek shall provide without cost to the Foreclosing Governmental Unit information requested regarding any subsequent sale or transfer of the above described property. The information shall be provided within seven days of receipt of the request.

This election by the City of Swartz Creek is made subject to any prior right of election vested in the State of Michigan.

The City of Swartz Creek understands that neither Genesee County nor Deborah L. Cherry, either individually and/or as Genesee County Treasurer and/or as the Foreclosing Governmental Unit, makes any warranty of any kind as to the title transferred to the City of Swartz Creek and will not indemnify, defend, save nor hold harmless the City of Swartz Creek from any or all claims, liabilities, damages, losses, suits, fines, penalties, demands or expenses, including costs of suit and attorney fees, incurred by the City of Swartz Creek because of or related to its election to purchase the property above described.

The City of Swartz Creek agrees to indemnify, defend, save and hold harmless Genesee County and Deborah L. Cherry, individually and/or as Genesee County Treasurer and/or as Foreclosing Governmental Unit, from any and all claims, liabilities, damages, losses, suits, fines, penalties, demands and expenses, including costs of suit and attorney fees, which Genesee County and/or Deborah L. Cherry, individually and/or as Genesee County Treasurer and/or as Foreclosing Governmental Unit incurred because of or related to the election of the City of Swartz Creek to purchase the property above described.

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

2012-2013 FY Budget Amendment, DDA Façade Program

Resolution No. 120625-10

(Carried)

Motion by Councilmember Binder
Second by Councilmember Hicks

WHEREAS, the DDA cut funding to its Façade Program in 2009-2010 due to deteriorating property values and subsequent decline in revenues that rendered the DDA without revenue; and

WHEREAS, the DDA continues to operate some of its less costly programs from unrestricted fund balance which is estimated to be \$40,054 at the end of Fiscal Year 2011-2012; and

WHEREAS, the DDA desires to re-introduce the façade program in a scaled back version to assist with aesthetic upgrades for businesses within the district, however, did not budget for such expenses in the 2012-2013 Fiscal Year; and

WHEREAS, the City Council adopted the 2012-2013 Fiscal Year Budget at the meeting of May 28th and a transfer of funds from unrestricted fund balance to the façade program line item requires a Council amendment.

NOW, THEREFORE, I Move the City of Swartz Creek approve a transfer of \$5,000 from unrestricted Fund Balance #248 to line item #248-728-003 Façade Program, and further, direct the City's Staff to make necessary changes to the General Ledger in accordance with the transfer.

YES: Shumaker, Abrams Binder, Hicks.

NO: None. Motion Declared Carried.

Approve Collective Bargaining Agreement, AFSCME Council #25

Resolution No. 120625-11

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Binder

I Move the City of Swartz Creek enter into a collective bargaining agreement with the A.F.S.C.M.E. Council 25, a copy of the agreement attached hereto, term to run July 1, 2012 through June 30, 2016, and further, direct the Mayor and City Clerk to execute the agreement on behalf of the City.

Discussion Took place.

YES: Shumaker, Abrams Binder, Hicks.

NO: None. Motion Declared Carried.

MEETING OPENED TO THE PUBLIC:

Tommy Butler, 40 Somerset, commented that he saw someone taking pictures at the Arby's building. City Manager Paul Bueche replied that it may have been something to do with the purchase of the neighboring Marathon property. Mr. Butler also asked the council if the city had anyone who works with Economic Development of the City. City Manager Paul Bueche commented that we belong to some of the County initiatives.

Charles Brunette, 6329 Augusta, concerned about the farming of the land by Heritage Village with the dust, smell of manure and now with pond contamination. He wants to know how close he can farm to the private homes. City Manager Paul Bueche waiting for a response from Attorney Mike Gildner about this issue. Mr. Brunette, also commented on the empty lots, that lawns are tall and need mowed.

Boots Abrams, 5352 Greenleaf, wanted to let the council know that the Women’s Rockathon is coming July 21st. Would like to take any donations or pledges and if anyone who would like to participate, would be great.

REMARKS BY COUNCILMEMBERS:

Councilmember Shumaker commented about a Kiwanis project at a landfill and wanted to let the council know they offer tours. Councilmember Shumaker also made comment that he was glad to see that in the Manager’s Report about the future meeting with the Elevator’s owners.

Councilmember Hicks commented on her attendance at the rally in Lansing and that is was very interesting. She also commented that one of the members in the Women’s Club was talking about the roads and how bad they are. Councilmember Hicks also commented on the stage at Winshall Park. She also was asked about gates on the Toddler lot. DPS Director said he would look into options. She asked about status of donation containers at Krogers. City Manager, Paul Bueche said they are working on getting the containers off the property. She also wanted to remind everyone that the Boy Scouts collect newspapers at the corner of Corunna and Seymour.

Mayor Abrams spoke on how comments made earlier by other councilmembers reminded him of things from his past. He then spoke about an article he found from 2002.

Councilmember Shumaker spoke about Krogers having corporate policies on outside groups using property and are now going to be handled at a corporate level. He thinks that probably only groups like Girl Scouts and Boy Scouts will be approved.

Adjournment

Resolution No. 120625-12

(Carried)

Motion by Shumaker
Second by Binder

I Move the City of Swartz Creek adjourn the Regular Session of the City Council meeting at 8:15 p.m.

YES: Unanimous Voice Vote.
NO: None. Motion Declared Carried.

Richard Abrams, Mayor

Juanita Aguilar, City Clerk

SWARTZ CREEK POLICE DEPARTMENT
MOTOR POOL RENTAL HOURS
JUNE 2012

	<u>101-301-941</u>	<u>101-302-941</u>	<u>101-303-941</u>	<u>101-304-941</u>
#05-168	23	0	0	0
#05-649	22	0	0	0
#07-375	54	7	0	0
#05-275	93	13	0	5
#09-401	33	0	58	0
#09-226	108	10	0	0
#10-161	377	6	8	0
TOTAL	710	36	66	5

SWARTZ CREEK POLICE DEPT

Total Account Hours Summary Report

From: 06/01/2012 to 06/30/2012

Department Account	Description	Regular Hours	Other Hours	Regular Hours YTD	Other Hours YTD
ADMINISTRATIVE					
101 301 702.001	SUPERVISOR	215.000	0.000	1,403.500	27.500
101 301 702.002	CLERICAL	126.000	0.000	809.500	4.000
PROTECTION					
101 301 702.003	UNIFORMED	674.500	34.000	3,360.250	220.750
101 301 702.004	NON-UNIFORMED	0.000	0.000	28.500	0.000
101 301 702.005	TRAFFIC ENFORCEMENT	196.000	7.000	1,250.000	62.500
COMPLAINTS					
101 301 702.006	INVESTIGATIONS	99.000	0.500	687.500	6.000
101 301 702.007	COURT	11.000	2.000	27.000	10.000
TRAINING					
101 301 702.008	TRAINING	0.000	0.000	125.000	8.000
VACATION					
101 301 702.010	VACATION	86.000	0.000	246.500	0.000
HOLIDAY					
101 301 702.011	HOLIDAY	8.000	0.000	276.000	0.000
ABSENT					
101 301 702.012	ABSENT	12.000	0.000	164.500	0.000
FUNERAL LEAVE					
101 301 702.013	FUNERAL LEAVE	0.000	0.000	12.000	0.000
TRACK ADMINISTRATIVE					
101 302 702.001	SUPERVISOR	36.000	0.000	193.500	2.000
101 302 702.002	CLERICAL	18.000	0.000	117.000	0.000
TRACK PROTECTION					
101 302 702.003	UNIFORMED	25.250	0.500	144.500	11.750
101 302 702.004	NON-UNIFORMED	0.000	0.000	1.500	5.000

Department Account	Description	Regular Hours	Other Hours	Regular Hours YTD	Other Hours YTD
SCHOOL ADM					
101 303 702.001	SUPERVISOR	0.000	0.000	0.000	6.000
SCHOOL PROTECTION					
101 303 702.003	UNIFORMED	96.000	9.250	845.500	72.750
101 303 702.004	NON-UNIFORMED	0.000	0.000	8.000	0.000
SCHOOL TRAINING					
101 303 702.008	TRAINING	0.000	0.000	8.000	0.000
PROTECTION					
101 304 702.003	UNIFORMED	6.750	0.000	25.000	1.750
TRAINING					
101 304 702.008	TRAINING	16.000	0.000	96.000	0.000
OTHER					
101 304 702.009	SPECIAL EVENTS	0.000	0.000	4.000	0.000
PROTECTION					
265 333 702.004	NON-UNIFORMED	168.000	4.000	984.000	36.000
COMPLAINTS					
265 333 702.006	INVESTIGATIONS	0.000	25.500	0.000	276.500
265 333 702.007	COURT	0.000	2.000	0.000	11.000
TRAINING					
265 333 702.008	TRAINING	0.000	0.000	8.000	0.000
NON-PRODUCTIVE					
265 333 702.011	HOLIDAY	0.000	0.000	48.000	0.000
265 333 702.012	ABSENT	0.000	0.000	8.000	0.000
	TOTAL ALL HOURS	1,793.500	84.750	10,881.250	761.500

SWARTZ CREEK POLICE DEPT

Total Function Count

Month Ending: 06/30/2012

Account	Description	MTD Functions	YTD Functions
101 301 001.000	TRAFFIC VIOLATIONS	0	0
101 301 002.000	PARKING VIOLATIONS	6	44
101 301 003.000	VERBAL WARNINGS	80	433
101 301 004.000	WRITTEN WARNINGS	11	73
101 301 005.000	FELONY ARRESTS	1	16
101 301 006.000	MISDEMEANOR ARRESTS	35	154
101 301 007.000	CALLS RECEIVED	326	1600
101 301 008.000	TRAFF INJ ACCIDENTS	5	6
101 301 009.000	PROP DAMAG ACCIDENTS	7	52
101 301 010.000	SERVICE REQUESTS	0	7
101 301 011.000	MEETINGS	1	12
101 301 012.000	CONFERENCES	0	0
101 301 013.000	INITIATED CALLS	609	3106
101 301 014.000	DESK ASSIGNMENTS	174	618
101 301 015.000	BUSINESS CHECKS	1964	10923
101 301 016.000	VACATION CHECKS	170	2198
101 301 017.000	SUSP PERS CHECKED	33	105
TOTAL FUNCTIONS		3422	19347
101 302 002.000	PARKING VIOLATIONS	0	0
101 302 003.000	VERBAL WARNINGS	0	1
101 302 004.000	WRITTEN WARNINGS	0	0
101 302 005.000	FELONY ARRESTS	0	0
101 302 006.000	MISDEMEANOR ARRESTS	0	0
101 302 007.000	CALLS RECEIVED	9	66
101 302 010.000	SERVICE REQUESTS	0	2
101 302 011.000	MEETINGS	0	1
101 302 012.000	CONFERENCES	0	1
101 302 013.000	INITIATED CALL	7	12
101 302 014.000	DESK ASSIGNMENTS	0	0
101 302 015.000	BUSINESS CHECKS	10	78
101 302 016.000	VACATION CHECKS	0	3
101 302 017.000	SUSP PERS CHECKED	0	0
TOTAL FUNCTIONS		26	164
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	2
101 303 006.000	MISDEMEANOR ARRESTS	0	18
101 303 007.000	CALLS RECEIVED	6	46
101 303 010.000	SERVICE REQUESTS	0	0
101 303 011.000	MEETINGS	36	181
101 303 012.000	CONFERENCES	2	3

Account	Description	MTD Functions	YTD Functions
101 303 013.000	INITIATED CALL	78	608
101 303 014.000	DESK ASSIGNMENTS	0	4
101 303 015.000	BUSINESS CHECKS	0	35
101 303 016.000	VACATION CHECKS	0	0
101 303 017.000	SUS PERS CHECKED	0	0
TOTAL FUNCTIONS		122	898
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	2	7
101 304 006.000	MISDEMEANOR ARRESTS	0	3
101 304 007.000	CALLS RECEIVED	8	27
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	5	24
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	1	2
101 304 019.000	VEHICLE SEARCHES	6	28
101 304 020.000	NARCOTIC SEARCHES	0	5
101 304 021.000	CURRENCY SEIZED	0	0
101 304 022.000	FORFEITURES	0	0
101 304 023.000	POSITIVE TRACKS	1	11
101 304 024.000	NEGATIVE TRACKS	1	2
101 304 025.000	AGENCY ASSISTS	7	17
101 304 026.000	DEMONSTRATIONS	0	0
101 304 027.000	AREA SEARCHES	0	1
TOTAL FUNCTIONS		31	127
TOTAL ALL FUNCTIONS		3601	20536

Ticket Ledger Report

Report Criteria:

Ticket Type	Officer	Start Date	End Date
Traffic	All	06/01/2012	06/30/2012

Number	Name	Date	Location	Description	Officer	Fine
T-1221201-A		06/01/12	MILLER NEAR ELMS	OWI		
T-1221201-B		06/01/12	MILLER NEAR ELMS	UNREGISTERED VEHICLE		
T-1221201-C		06/01/12	MILLER NEAR ELMS	NO PROOF INSURANCE/POSSESS		
T-1144175-A		06/03/12	INGALLS NEAR HAYES	EXCEEDED POSTED SPEED LIMIT		
T-1144175-B		06/03/12	INGALLS NEAR HAYES	NO PROOF INSURANCE/POSSESS		
T-1144174-A		06/03/12	INGALLS NEAR HAYES	OWI		
T-1144174-B		06/03/12	INGALLS NEAR HAYES	SUSP/REVOKED/NEVER APPL.		
T-1212380		06/04/12	ELMS NEAR YARMY	EXCEEDED POSTED SPEED LIMIT		
T-1212381		06/04/12	ELMS NEAR YARMY	EXCEEDED POSTED SPEED LIMIT		
T-1212382		06/04/12	MILLER NEAR DYE	EXCEEDED POSTED SPEED LIMIT		
T-1212383		06/05/12	HERITAGE PLAZA NEAR MILLER	DISREGARDED TRAFFIC SIGNAL/		
T-1212328		06/06/12	MILLER NEAR MORRISH	HEADLIGHTS		
T-1212499-A		06/06/12	WB I-69 AT MILLER	EXCEEDED POSTED SPEED LIMIT		
T-1212499-B		06/06/12	I-69 NEAR MILLER	NO OPS IN POSSESSION		
T-1212500		06/06/12	MORRISH NEAR MARY ST	NO PROOF INSURANCE/POSSESS		
T-1212452		06/06/12	MORRISH RD, 5052	CARELESS DRIVING		
T-1221202-A		06/07/12	MORRISH NEAR MARY ST	EXCEEDED POSTED SPEED LIMIT		
T-1212453		06/07/12	BRISTOL NEAR CANTERBURY	FAIL TO SIGN REGISTRATION/NO		
T-1212454		06/07/12	BRISTOL NEAR HERITAGE	FAIL TO SIGN REGISTRATION/NO		
T-1212455		06/07/12	BRISTOL NEAR HERITAGE	FAIL TO SIGN REGISTRATION/NO		
T-1212456		06/07/12	BRISTOL NEAR HERITAGE	EXCEEDED POSTED SPEED LIMIT		
T-1212457		06/07/12	MORRISH NEAR APPLE CREEK	EXCEEDED POSTED SPEED LIMIT		
T-1212458		06/07/12	ELMS AT PARKRIDGE	FAIL TO SIGN REGISTRATION/NO		
T-1212459		06/07/12	MILLER NEAR HOLLAND	NO PROOF INSURANCE/POSSESS		
T-1212460		06/07/12	MORRISH AT MARY	EXCEEDED POSTED SPEED LIMIT		
T-1212461-A		06/11/12	MORRISH AT MILLER	SUSP/REVOKED/NEVER APPL.		
T-1212461-B		06/11/12	MORRISH AT MILLER	SEAT BELT 0-4 YR. RESTRAINT FF		
T-1212461-C		06/11/12	MORRISH AT MILLER	NO PLATE/FAIL TO DISPLAY/EXPII		
T-1221203		06/11/12	MORRISH NEAR MARY ST	NO PROOF INSURANCE/POSSESS		
T-1221204-A		06/11/12	MORRISH NEAR I-69	NO PROOF INSURANCE/POSSESS		
T-1221204-B		06/11/12	MORRISH NEAR I-69	TAIL LIGHTS (DEFECTIVE, IMPROI		
T-1212463-A		06/12/12	FAIRCHILD NEAR INGALLS	CARELESS DRIVING		
T-1212463-B		06/12/12	FAIRCHILD NEAR INGALLS	NO OPS IN POSSESSION		
T-1212464		06/12/12	MILLER NEAR FAIRCHILD	SEAT BELT DRIVER/PASSENGER		
T-1212465-A		06/12/12	MORRISH NEAR MARY ST	EXCEEDED POSTED SPEED LIMIT		
T-1212465-B		06/12/12	MORRISH NEAR MARY ST	EXPIRED LICENSE		
T-1212466		06/12/12	MORRISH NEAR MARY ST	EXCEEDED POSTED SPEED LIMIT		
T-1212467		06/12/12	WINCHESTER VILLAGE - WORCHE	EXPIRED LICENSE		
T-1221205-A		06/12/12	MILLER AT BRISTOL	EXCEEDED POSTED SPEED LIMIT		
T-1221205-B		06/12/12	MILLER AT BRISTOL	DISREGARDED TRAFFIC SIGNAL/		
T-1221206		06/12/12	MORRISH NEAR I-69	TAIL LIGHTS (DEFECTIVE, IMPROI		
T-1212331		06/12/12	I-69	EXCEEDED POSTED SPEED LIMIT		
T-1212384		06/13/12	ELMS NEAR BRISTOL	EXCEEDED POSTED SPEED LIMIT		
T-1212385		06/13/12	MILLER NEAR MAYA	EXCEEDED POSTED SPEED LIMIT		
T-1212386		06/13/12	SPEEDWAY	FAIL TO STOP/REPORT PDA		
T-1212332		06/15/12	I-69 NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		

Tickets so far: 46	Charges so far: 46	Fines Subtotal: 0.00
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Ticket Ledger Report

Report Criteria:

Ticket Type	Officer	Start Date	End Date
Traffic	All	06/01/2012	06/30/2012

Number	Name	Date	Location	Description	Officer	Fine
T-1212468		06/15/12	MORRISH NEAR I-69	EXCEEDED POSTED SPEED LIMIT		
T-1212469		06/15/12	BRISTOL NEAR CANTERBURY	FAIL TO SIGN REGISTRATION/NO		
T-1221207		06/16/12	WINCHESTER VILLAGE -- CAPPY NE	OWI		
T-1212470		06/16/12	I-69 NEAR MILLER	EXCEEDED POSTED SPEED LIMIT		
T-1212471		06/16/12	I-69 NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1212472		06/16/12	MILLER NEAR BRADY	SEAT BELT DRIVER/PASSENGER		
T-1055106		06/17/12	BRISTOL NEAR CANTERBURY	EXCEEDED POSTED SPEED LIMIT		
T-1055107-A		06/17/12	MILLER NEAR ELMS	SEAT BELT DRIVER/PASSENGER		
T-1055107-B		06/17/12	MILLER NEAR ELMS	NO PROOF INSURANCE/POSSESS		
T-1212473		06/20/12		BICYCLE		
T-1212474		06/21/12	MORRISH NEAR MARY ST	EXCEEDED POSTED SPEED LIMIT		
T-1212475		06/21/12	MORRISH NEAR MARY ST	EXCEEDED POSTED SPEED LIMIT		
T-1221301		06/21/12	MILLER NEAR I-69	RIGHT OF WAY AT INTERSECTION		
T-1212387		06/22/12	MILLER AT MORRISH	DISREGARDED TRAFFIC SIGNAL/		
T-1212388		06/22/12	MORRISH NEAR APPLE CREEK	EXCEEDED POSTED SPEED LIMIT		
T-1212545-A		06/22/12	MILLER NEAR I-69	VIOLATION INSTRUCTORS PERMIT		
T-1212545-B		06/22/12	MILLER NEAR I-69	NO PROOF INSURANCE/POSSESS		
T-1212545-C		06/22/12	MILLER NEAR I-69	NO PLATE/FAIL TO DISPLAY/EXPI		
T-1221302		06/25/12	I-69 NEAR MILLER	EXCEEDED POSTED SPEED LIMIT		
T-1221303		06/25/12	ELMS NEAR YARMY	EXCEEDED POSTED SPEED LIMIT		
T-1221304-A		06/25/12	MORRISH NEAR MARY ST	EXCEEDED POSTED SPEED LIMIT		
T-1221304-B		06/25/12	MORRISH NEAR MARY ST	TAIL LIGHTS (DEFECTIVE, IMPROI		
T-1212333		06/26/12	I-69 NEAR MORRISH	EXCEEDED POSTED SPEED LIMIT		
T-1221209-A		06/26/12	MILLER NEAR FAIRCHILD	OWI		
T-1221209-B		06/26/12	MILLER NEAR FAIRCHILD	EXCEEDED POSTED SPEED LIMIT		
T-1221209-C		06/26/12	MILLER NEAR FAIRCHILD	NO PROOF INSURANCE/POSSESS		
T-1221305		06/26/12	BRISTOL NEAR HERITAGE	EXCEEDED POSTED SPEED LIMIT		
T-1221306		06/26/12	BRISTOL NEAR CANTERBURY	EXCEEDED POSTED SPEED LIMIT		
T-1212389-B		06/27/12	ELMS AT MILLER	NO PROOF INSURANCE/POSSESS		
T-1221210-A		06/30/12	MILLER AT ELMS	EXPIRED PLATE		
T-1221210-B		06/30/12	MILLER AT ELMS	NO PROOF INSURANCE/POSSESS		
T-1221210-C		06/30/12	MILLER AT ELMS	NOISY MUFFLER AND/OR EXCESS		
T-1221307		06/30/12	I-69 NEAR MILLER	EXCEEDED POSTED SPEED LIMIT		
T-1221308		06/30/12	MORRISH NEAR MARY ST	FAIL TO SIGN REGISTRATION/NO		
T-1221309		06/30/12	MORRISH NEAR MARY ST	EXCEEDED POSTED SPEED LIMIT		

Tickets Total: 81	Charges Total: 81	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	JUNE 2011	JUNE 2012	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 (Voluntary)	0	0	0
0900-2	Negligent Homicide/Manslaughter (Involuntary)	0	0	0
0900-3	Negligent Homicide - Vehicle/Boat/Snowmobile/ORV	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 Penetration Penis/Vagina - CSC 1st Degree	0	0	0
1100-2	Sexual Penetration Penis/Vagina - CSC 3rd Degree	0	0	0
1100-3	Sexual Penetration Oral/Anal - CSC 1st Degree	0	0	0
1100-4	Sexual Penetration Oral/Anal - CSC 3rd Degree	0	0	0
1100-5	Sexual Penetration Object - CSC 1st Degree	0	0	0
1100-6	Sexual Penetration Object - CSC 3rd Degree	0	0	0
1100-7	Sexual Contact Forcible - CSC 2nd Degree	0	0	0
1100-8	Sexual Contact Forcible - CSC 4th Degree	0	0	0
1200-0	Robbery	0	1	2
1300-1	Non-Aggravated Assault	4	7	21
1300-2	Aggravated/Felonious Assault	1	0	3
1300-3	Intimidation/Stalking	0	0	1
1400-0	Abortion	0	0	0
2000-0	Arson	0	0	0
2100-0	Extortion	0	0	0
2200-1	Burglary - Forced Entry	6	1	14
2200-2	Burglary - Entry Without Force (Intent to Commit)	0	1	2
2200-3	Burglary - Entry Without Authority With or Without Force (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	1	0	3
2300-4	Larceny - Theft from Coin-Operated Machine/Device	0	0	0
2300-5	Larceny - Theft from Motor Vehicle	0	3	14
2300-6	Larceny - Theft of Motor Vehicle Parts/Accessories	0	0	6
2300-7	Larceny - Other	3	1	16
2400-1	Motor Vehicle Theft	1	0	1
2400-2	Motor Vehicle as Stolen Property	0	0	0
2400-3	Motor Vehicle Fraud	0	0	0
2500-0	Forgery/Counterfeiting	1	0	2
2600-1	Fraud - False Pretense/Swindle/Confidence Game	1	0	7
2600-2	Fraud - Credit Card/Automatic Teller Machine	1	0	2
2600-3	Fraud - Impersonation	2	1	3
2600-4	Fraud - Welfare Fraud	0	0	0
2600-5	Fraud - Wire Fraud	0	0	0
2600-6	Fraud - Bad Checks	0	0	0
2700-0	Embezzlement	0	1	1
2800-0	Stolen Property	0	0	0

Uniform Crime Report

Report Criteria:

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

Class	Description	JUNE 2011	JUNE 2012	YR TO DATE
2900-0	Damage to Property	4	5	48
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 - Act	0	0	9
3500-2	Narcotic Equipment Violations	0	0	1
3600-1	Sexual Penetration Non-forcible - Blood/Affinity (CSC 1st/3rd Degr)	0	0	0
3600-2	Sexual Penetration Non-forcible - Other (CSC 1st and 3rd Degree)	0	0	0
3600-3	Peeping Tom	0	0	0
3600-4	Sex Offense - Other	0	1	1
3700-0	Obscenity	0	0	0
3800-1	Family - Abuse/Neglect Nonviolent	0	0	0
3800-2	Family - Non-Support	0	0	0
3800-3	Family - Other	0	0	1
3900-1	Gambling - Betting/Wagering	0	0	0
3900-2	Gambling - Operating/Promoting/Assisting	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/Promoting Prostitution	0	0	0
4100-1	Liquor License - Establishment	0	0	0
4100-2	Liquor Violations - Other	1	0	1
4200-0	Drunkenness - Except OUIL	0	0	0
4800-0	Obstructing Police	2	3	8
4900-0	Escape/Flight	0	0	0
5000-0	Obstructing Justice	0	3	19
5100-0	Bribery	0	0	1
5200-1	Weapons Offense - Concealed	0	0	1
5200-2	Weapons Offense - Explosives	0	0	0
5200-3	Weapons Offense - Other	0	0	2
5300-1	Disorderly Conduct	0	0	1
5300-2	Public Peace - Other	0	2	5
5400-1	Hit & Run Motor Vehicle Accident	1	3	14
5400-2	Operating Under the Influence of Liquor or Drugs (OUIL or OUID)	2	3	4
5400-3	Driving Law Violations	8	4	40
5500-0	Health and Safety	1	0	5
5600-0	Civil Rights	0	0	0
5700-1	Trespass	0	0	4
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	1
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	JUNE 2011	JUNE 2012	YR TO DATE
7500-0	Solicitation (All Crimes Except Prostitution)	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	1
9200-4	ORDER FOR PICKUP AND EXAMINATION	0	0	1
9200-5	CIVIL INFRACTION - ALCOHOL POSSES.	0	0	0
9300-1	Property Damage Accident/Personal Injury	20	5	43
9300-2	NON-TRAFFIC PDA	9	5	28
9300-3	TRAFFIC VIOLATIONS/CIVIL INFRACTION	0	0	0
9300-4	TOWED VEHICLE	1	0	1
9300-5	TRAFFIC HAZARD/ABANDONED VEHICLE	0	0	0
9300-6	TRAFFIC POLICING	1	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	5	10	36
9800-5	ALARMS	0	0	0
9800-6	CIVIL	1	4	9
9800-7	SUSPICIOUS SITUATION	1	1	10
9800-8	LOST AND FOUND PROPERTY	0	2	9
9800-9	OVERDOSE	0	0	2
9900-1	SUICIDE	0	3	8
9900-2	DOA - NATURAL	1	0	2
9900-3	MISSING PERSON	0	0	0
9900-7	SAFEKEEPING	0	0	0
9900-8	DEPARTMENTAL ASSIST	1	1	5
9900-9	GENERAL - NON CRIMINAL	2	3	20

Uniform Crime Report

Report Criteria:

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

Class	Description	JUNE 2011	JUNE 2012	YR TO DATE
Totals:		83	74	439

DPS ACTIVITY - JUNE 2012

	REG	HOL	VAC	ABSENT	OT	DT
101 GENERAL FUND						
262.0 ELECTIONS						
781.0 AMPHI-PARK	2.00		0.23	0.03		
782.0 WINSHALL PARK	21.00	1.45	1.12	0.35		
783.0 ELMS PARK	38.00	1.86	3.31	0.24		
784.0 BICENT. PARK						
790.0 SENIOR CENTER/LIBRARY	20.00	1.05	1.54	0.32		
792.0 P S BLDG	5.50	0.16	0.67	0.04		
793.0 CITY HALL	1.62	0.07	0.16	0.02		
794.0 COMM PROMO	56.00	3.49	4.37	0.51	6.00	2.00
796.0 CEMETERY						
202 MAJOR STREET FUND						
429.0 SAFETY						
441.0 PARK & RIDE GARBAGE						
463.0 STREET MAIN	28.00	0.98	3.62	0.22		
474.0 TRAFFIC	2.00		0.30			
478.0 SNOW & ICE						
482.0 ADMIN	3.96	0.22	0.22			
203 LOCAL STREET FUND						
429.0 SAFETY						
463.0 STREET MAIN	20.50	0.33	2.49	0.13		2.00
474.0 TRAFFIC	3.00		0.22	0.01		
478.0 SNOW & ICE						
482.0 ADMIN	3.96	0.22	0.22			
226 GARBAGE FUND						
528.0 COLLECT	10.00	0.12	0.53	0.05		
530.0 WOODCHIPPING	53.20	2.37	4.40	0.49		
782.0 WINSHALL PARK GARBAGE	17.50	0.78	1.46	0.21	3.00	5.00
783.0 ELMS PARK GARBAGE	19.50	0.89	1.65	0.21	3.00	5.00
793.0 CITY HALL	1.62	0.07	0.16	0.02		
590 WATER						
540.0 WATER SYSTEM	133.44	9.84	6.76	0.39	11.00	
540.0 WATER-ON CALL	3.00	0.31				
542.0 READ & BILL	21.50	1.61	1.71			
793.0 CITY HALL	1.63	0.07	0.16	0.02		
591 SEWER						
536.0 SEWER SYSTEM	79.44	4.23	4.78	0.08		
536.0 SEWER-ON CALL	3.00	0.31				
537.0 LIFT STATION	10.00	0.85	0.46	0.04		
542.0 READ & BILL	7.50	0.11	0.82			
793.0 CITY HALL	1.63	0.07	0.16	0.02		
661 MOTOR POOL FUND						
795.0 CITY GARAGE	8.00	0.54	0.48	0.10		
DAILY HOURS TOTAL	576.50	32.00	42.00	3.50	23.00	14.00

Public Works
Monthly Work Orders
07/03/12

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
BXRP12-0059 COMPLETED	IN10-008089-0000-01	BUDD JR, VIRGIL 8089 INGALLS ST	06/06/12 06/07/12	CURB BOX REPAIR
BXRP12-0060	JI10-009214-0000-04	BAC FIELD SERVICES CORP 9214 JILL MARIE LN	06/13/12	CURB BOX REPAIR
CKME12-0181 CANCELLED	BR10-005020-0000-02	BURNS, JULAINE 5020 BRADY ST	06/25/12 06/27/12	CHECK METER
FLAG12-0069 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	06/13/12 06/13/12	LOWER/RAISE FLAG
FLAG12-0070	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	06/21/12	LOWER/RAISE FLAG
FLAG12-0071 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	06/25/12 06/22/12	LOWER/RAISE FLAG
FLAG12-0072	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	06/26/12	LOWER/RAISE FLAG
FNRD12-0414 COMPLETED	AB10-007082-0000-02	HOY, LINDA 7082 ABBEY LN	06/04/12 06/05/12	FINAL READ
FNRD12-0415 CANCELLED	AB10-007055-0000-02	VERICREST FINANCIAL 7055 ABBEY LN	06/04/12 06/05/12	FINAL READ
FNRD12-0416 COMPLETED	GR20-007442-0000-04	WILLIS, KELLI 7442 GROVE ST	06/05/12 06/05/12	FINAL READ
FNRD12-0417 COMPLETED	MP10-007237-0000-01	WILES, CHARLES 7237 MAPLE CREST CIR	06/05/12 06/05/12	FINAL READ
FNRD12-0418 COMPLETED	CH20-009321-0000-02	LOPEZ, PEGGY 9321 CHESTERFIELD DR	06/14/12 06/14/12	FINAL READ
FNRD12-0419 COMPLETED	LU10-009052-0000-05	BURKE, JEFFREY 9052 LUEA LN	06/12/12 06/12/12	FINAL READ
FNRD12-0420 COMPLETED	VI10-004481-0000-02	MORGAN, MARIE 4481 VIRGINIA CT	06/11/12 06/12/12	FINAL READ
FNRD12-0421 COMPLETED	MI10-005428-0000-02	IVEY, JAMES 5428 MILLER RD	06/11/12 06/11/12	FINAL READ
FNRD12-0422 COMPLETED	DU10-005337-0000-02	STOUT, RICHARD 5337 DURWOOD DR	06/13/12 06/13/12	FINAL READ
FNRD12-0423 COMPLETED	MC10-005108-0000-04	BEEBE, RICKY 5108 MC LAIN ST	06/15/12 06/15/12	FINAL READ
FNRD12-0424 COMPLETED	MI10-005438-0000-03	GREGORY, KATIE 5438 MILLER RD	06/14/12 06/14/12	FINAL READ
FNRD12-0425 COMPLETED	BR30-000032-0000-01	GEMMILL, JOSLYN 32 BROOKFIELD DR	06/19/12 06/19/12	FINAL READ
FNRD12-0426 COMPLETED	CT10-003495-0000-03	VANTIL, STEVEN 3495 CANTERBURY ST	06/20/12 06/20/12	FINAL READ

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
FNRD12-0428 COMPLETED	CA10-008433-0000-04	SCHULTZ, LINDA 8433 CAPPY LN	06/29/12 06/29/12	FINAL READ
GWO12-0224 COMPLETED	PA10-007121-0000-03	WINKLER, ERIC 7121 PARK RIDGE PKY	06/04/12 06/05/12	GENERIC WORK ORDE
GWO12-0226 COMPLETED	CI10-008100-0000-01	PUBLIC SAFETY BUILDING 8100 CIVIC DR	06/08/12 06/08/12	GENERIC WORK ORDE
GWO12-0227 COMPLETED	DO10-005185-0000-01	WEEKS, JEFFREY 5185 DON SHENK DR	06/06/12 06/12/12	GENERIC WORK ORDE
GWO12-0228 COMPLETED	VI10-004485-0000-01	BOYD, BOBBY 4485 VIRGINIA CT	06/06/12 06/06/12	GENERIC WORK ORDE
GWO12-0229	EL10-004125-0000-01	ELMS PARK 4125 ELMS RD	06/07/12	GENERIC WORK ORDE
GWO12-0230 COMPLETED	MO10-004290-0000-01	ACQUIS INC, SPORTS CREEK 4290 MORRISH RD	06/19/12 06/19/12	GENERIC WORK ORDE
IRR11000003 COMPLETED	PA10-007152-0000-02	WOOD, MONICA 7152 PARK RIDGE PKY	06/12/12 06/12/12	IRRIGATION METER
MNT12-0097 COMPLETED	CI10-008095-000B-01	SENIOR CENTER 8095 CIVIC DR 000B	06/19/12 06/21/12	BUILDING MAINTENA
MNT12-0098 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	06/28/12 07/03/12	BUILDING MAINTENA
MTRP12-0363 COMPLETED	FO20-008059-SPRI-00	VETERAN'S MEMORIAL 8059 PAUL FORTINO DR	06/21/12 06/21/12	METER REPAIR
MTRP12-0364	SP10-004291-0000-01	SMYTH, MAXINE 4291 SPRINGBROOK DR	06/21/12	METER REPAIR
MTRP12-0365 COMPLETED	MI10-007084-SUMM-01	KROGER CO OF MI 7084 MILLER RD	06/21/12 06/21/12	METER REPAIR
MTRP12-0366	MI10-007529-0000-01	MYERS, DOUGLAS 7529 MILLER RD	06/21/12	METER REPAIR
MTRP12-0367 COMPLETED	MO10-005152-B108-01	RIVERSIDE MANOR TOWNHOUSES 5152 MORRISH # B108 RD	06/25/12 06/25/12	METER REPAIR
READ12-0255 COMPLETED	BA10-006224-0000-01	KRAMER, TED & RUTH 6224 BAINBRIDGE DR	06/25/12 06/25/12	READ METER
READ12-0256 COMPLETED	DA10-005294-0000-01	TUCKER, ELAINE 5294 DAVAL DR	06/25/12 06/25/12	READ METER
READ12-0257 COMPLETED	LU10-009128-0000-01	HARDENBURG, ELWOOD 9128 LUEA LN	06/25/12 06/25/12	READ METER
READ12-0258 COMPLETED	PA10-007112-0000-06	MCFARLANE, KEELY 7112 PARK RIDGE PKY	06/25/12 06/25/12	READ METER
READ12-0259 COMPLETED	SE20-005203-0000-02	CHRISLER, TERRY E. 5203 SEYMOUR RD	06/25/12 06/25/12	READ METER
READ12-0260 COMPLETED	SP10-004434-0000-01	SCHAFFER, MEL 4434 SPRINGBROOK DR	06/25/12 06/25/12	READ METER
READ12-0261	YA10-007105-0000-01	ROBINSON, JAMES	06/25/12	READ METER

Work Order #	Location ID	Customer Name	Date Read	Type
Work Order Status		Service Address	Date Comp	
COMPLETED		7105 YARMY DR	06/25/12	
READ12-0262	LU10-009042-0000-03	JURD, DOROTHY & JAMES	06/25/12	READ METER
COMPLETED		9042 LUEA LN	06/26/12	
READ12-0263	MI10-005354-0000-04	CARLSON, CARL	06/25/12	READ METER
COMPLETED		5354 MILLER RD	06/26/12	
READ12-0264	MI10-007405-0000-03	CHRISTENSEN, DOLORES S.	06/26/12	READ METER
COMPLETED		7405 MILLER RD	06/26/12	
READ12-0265	MI10-007449-0000-01	SWARTZ CREEK MASONIC TEMPLE	06/26/12	READ METER
COMPLETED		7449 MILLER RD	06/27/12	
STRT12-0028	DA10-005154-0000-01	SHANK, REGINA	06/15/12	STREET REPAIR
COMPLETED		5154 DAVAL DR	06/18/12	
SWBK12-0027	DO10-005154-0000-01	LEONARD, DAVID	06/11/12	SEWER BACKUP
COMPLETED		5154 DON SHENK DR	06/11/12	
SWBK12-0028	DO10-005154-0000-01	LEONARD, DAVID	06/15/12	SEWER BACKUP
COMPLETED		5154 DON SHENK DR	06/15/12	
TRIM12-0013	EL10-004125-0000-01	ELMS PARK	06/25/12	TREE-TRIM
COMPLETED		4125 ELMS RD	06/27/12	
WMBK12-0023	MO10-004278-0000-03	PETROLINA INC.	06/23/12	WATER MAIN BREAK
COMPLETED		4278 MORRISH RD	06/23/12	
WMBK12-0024	MO10-004384-0000-01	POWERS, HERMAN T	06/23/12	WATER MAIN BREAK
COMPLETED		4384 MORRISH RD	06/23/12	
WOFF12-0725	PA10-007096-0000-02	BUECHE, TIMOTHY R	06/05/12	WATER TURN OFF
		7096 PARK RIDGE PKY		
WOFF12-0726	J110-009214-0000-04	BAC FIELD SERVICES CORP	06/13/12	WATER TURN OFF
CANCELLED		9214 JILL MARIE LN	06/13/12	
WOFF12-0727	GR10-005326-0000-02	PITTMAN, JAMES	06/12/12	WATER TURN OFF
COMPLETED		5326 GREENLEAF DR	06/13/12	
WOFF12-0728	CH20-008493-0000-04	WOODELL, TROY	06/13/12	WATER TURN OFF
COMPLETED		8493 CHESTERFIELD DR	06/13/12	
WOFF12-0729	WO10-005184-0000-01	DENNIS, DIANE	06/13/12	WATER TURN OFF
CANCELLED		5184 WORCHESTER DR	06/13/12	
WOFF12-0730	LU10-009052-0000-05	BURKE, JEFFREY	06/20/12	WATER TURN OFF
COMPLETED		9052 LUEA LN	06/20/12	
WOFF12-0731	GR10-005326-0000-02	PITTMAN, JAMES	06/22/12	WATER TURN OFF
COMPLETED		5326 GREENLEAF DR	06/22/12	
WOFF12-0732	MI10-005354-0000-04	CARLSON, CARL	06/22/12	WATER TURN OFF
COMPLETED		5354 MILLER RD	06/22/12	
WOFF12-0733	MN10-003448-0000-01	QUATTLEBAUM, CURT	06/26/12	WATER TURN OFF
CANCELLED		3448 MANCHESTER ST		
WOFF12-0734	BR20-006337-0000-02	BANK OF NEW YORK	06/29/12	WATER TURN OFF
COMPLETED		6337 BRISTOL RD	06/29/12	
WREP12-0031	RA10-004515-0000-01	DUCKERING, JOHN	06/15/12	WATER REPAIRS
COMPLETED		4515 RAUBINGER RD	06/15/12	

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
WREP12-0032 COMPLETED	CI10-008095-000B-01	SENIOR CENTER 8095 CIVIC DR 000B	06/19/12 06/21/12	WATER REPAIRS
WTON12-0512 COMPLETED	J110-009214-0000-04	BAC FIELD SERVICES CORP 9214 JILL MARIE LN	06/07/12 06/07/12	WATER TURN ON
WTON12-0514 COMPLETED	CH20-008493-0000-04	WOODELL, TROY 8493 CHESTERFIELD DR	06/14/12 06/13/12	WATER TURN ON
WTON12-0515 COMPLETED	GR10-005326-0000-02	PITTMAN, JAMES 5326 GREENLEAF DR	06/19/12 06/19/12	WATER TURN ON
WTON12-0516 COMPLETED	LU10-009052-0000-05	BURKE, JEFFREY 9052 LUEA LN	06/20/12 06/20/12	WATER TURN ON

Total Records: 68

June 2012	MILES DRIVEN	GALLONS GAS PURCHASED	GALLONS DIESEL PURCHASED
<u>#1 P/U 4WD</u>			
<u>#3 P/U 4WD</u>	456	54	
<u>07-03 P/U 4WD</u>	243		26
<u>09-03 P/U 4WD</u>	615		58
<u>#2 P/U 2WD</u>	507	57	
<u>#6-00 BACKHOE</u>			
<u>#9 DUMP</u>			
<u>#10 DUMP</u>			
<u>#11 DUMP</u>	88		
<u>#12-02 DUMP</u>	10		
<u>#12-04 DUMP</u>	47		
<u>#12-99 GENERATOR</u>			
<u>#9-02 BRUSH HOG</u>			
<u>#17 CASE BACKHOE</u>			15
<u>#19 JD TRACTOR</u>			
<u>#06-99 BUCKET TRUCK</u>			
<u>#21 WOOD CHIPPER</u>			
<u>#807 STREET SWEEPER</u>	8		25
<u>#42 ASPHALT HEATER</u>			
<u>#37 TRAIL ARROW</u>			
<u>#10-98 3" PUMP</u>			
<u>#28A 3" PUMP</u>			
<u>3" PUMP</u>			
<u>#30 4" PUMP</u>			
<u>#31 4" PUMP</u>			
<u>#32 4" PUMP</u>			
<u>1" PUMP</u>			
<u>S-10</u>	138		
<u>TOTAL</u>	<u>2112</u>	<u>111</u>	<u>123</u>

07/02/2012

CHECK REGISTER FOR CITY OF SWARTZ CREEK
CHECK DATE FROM 06/01/2012 - 06/30/2012

Check Date	Check	Vendor Name	Description	Amount
Bank GEN CONSOLIDATED ACCOUNT				
06/07/2012	36188	ADAM H ZETTEL	CONSULTING SERVICES	390.00
06/07/2012	36189	ARROW UNIFORM RENTAL	MATS, SUPPLIES UNIFORMS, MATS, SUPPLIES, ENV.	27.63 76.41
				104.04
06/07/2012	36190	BASIL AND CORALENE BLOSS	SUPP MEDICAL REIMB JULY 2011-MAY 2012	3,861.82
06/07/2012	36191	BETTY OR KURT SCHULZE	UB REFUND 4269 LATIFEE	10.86
06/07/2012	36192	BRADYS BUSINESS SYSTEMS	COPY MACHINE MAINT 5/27-8/27/12	314.03
06/07/2012	36193	COOKS DIESEL RV & TRUCK REPAIR	REPLACE SERP BELT BRAKE ROTORS & PADS	208.50
06/07/2012	36194	DAYNE DAVIS INC REALTORS	UB REFUND 7241 MILLER RD	14.72
06/07/2012	36195	DAYNE DAVIS INC REALTORS	UB REFUND 5291 WORCHESTER	106.06
06/07/2012	36196	FAMILY FARM AND HOME INC	WHITE RAGS/PLAYSCAPE WHEELBARROW 5 QT PAIL/BRUSHES/ROLLERS MASKING TAPE/PLAYSCAPE PAINT BRUSHES PAINT THINNER/PAINT BRUSHES	7.99 89.99 55.42 16.47 35.59 36.47
				241.93
06/07/2012	36197	GILL ROYS HARDWARE	KEY NUTS/BOLTS/SCREWS FASTENERS (10)/EYE BOLT (2) WOOD STAIN AEROSOL LUBRICANT WOOD MOLD GLUE SCREWS SAFETY HASP/DRILL BIT/NUTS BOLTS SCREWS RET NUTS BOLTS SCREWS/SFTY HASP/DRILL E NUTS BOLTS SCREWS/DOUBLE HINGE HASP POLY HOSE MENDER (2) KEY FOR LIBRARY SCOOP/SCOURING PAD/PAIL ANTI-BACTERIAL SOAP BUG REPELLANT BRUSHES PAINT BRUSHES & BUCKETS FOAM EARPLUGS NUTS/BOLTS/SCREWS MAY 2012 DISCOUNT	4.99 6.60 3.58 6.29 9.99 4.99 6.99 32.41 (32.41) 22.78 4.58 4.99 46.93 9.95 15.98 58.32 86.31 19.99 26.90 (30.26)
				309.90
06/07/2012	36198	HYDRO DESIGNS	WATER CROSS CONNECTION CONTROL AND C	300.00
06/07/2012	36199	JARED PANNELL	UB REFUND 9265 CEDAR CREEK	293.93
06/07/2012	36200	JEREMY BIGELOW	UB REFUND 5214 DON SHENK	3.86
06/07/2012	36201	LANDAMERICA LAWYERS TITLE Void Reason: WRONG VENDOR NAME	UB REFUND 4056 ELMS	0.00
06/07/2012	36202	LEON BUNING	ELEC INSP APRIL - MAY 2012	715.00
06/07/2012	36203	MARK W NOTTLEY	SHARED SERVICES INITIATIVE	1,000.00
06/07/2012	36204	MICHAEL R SHUMAKER	SMALL CITIES MTG 5/2/12 DINNER	9.81
06/07/2012	36205	MUNICIPAL SUPPLY CO.	TRAFFIC CONES (20)	160.00
06/07/2012	36206	PARAGON LABORATORIES INC	HELOACETIC ACIDS	157.50
06/07/2012	36207	ROWE PROFESSIONAL SERVICES CO	SOIL BORING IN WINCHESTER VILLAGE	1,568.75
06/07/2012	36208	SCHAEFFER'S OFFICE SOURCE	GARBAGE BAGS GARBAGE BAGS	107.00 53.50
				160.50
06/07/2012	36209	SWARTZ CREEK ESTATES	UB REFUND 106 ASHLEY	8.29
06/07/2012	36210	TONI IVEY	UB REFUND 5288 GREENLEAF	19.25
06/07/2012	36211	TRISTA PANNELL	UB REFUND 5051 WINSTON	4.24

06/07/2012	36212	VALLEY PETROLEUM	5/16-5/31/12 FUEL USAGE - POLICE	1,140.84
06/07/2012	36213	VALLEY PETROLEUM	5/16-5/31/12 FUEL USAGE - DPW	532.24
06/07/2012	36214	VIEW NEWSPAPER GROUP	ORDINANCE 409 5/3/12	59.20
06/14/2012	36215	AMERICAN MESSAGING	6/15-7/14/12 810-833-2563 810-833-1159	24.09
06/14/2012	36216	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV. MATS, SUPPLIES	76.41 27.63
				104.04
06/14/2012	36217	BLUE CARE NETWORK-EAST MI	JULY 2012 RETIREE MED INS KELLY JULY 2012 RETIREE MED INS PETRUCHA JULY 2012 RETIREE MED INS TYLER JULY 2012 RETIREE MED INS SHANNON CLAIM TAX ASSESSMENT	460.05 1,068.11 460.05 460.05 153.46
				2,601.72
06/14/2012	36218	C & H CONSTRUCTION CO INC	FIRE HYDRAND REPLACEMENT 4412 MORRISH WATERMAIN REPAIR 4400 MORRISH RD REPLACE FIRE HYDRANT 5285 MILLER RD	2,273.87 2,268.00 2,250.55
				6,792.42
06/14/2012	36219	CONSUMERS ENERGY	SEPT 2011 ADJUSTMENT 10/4-11/1/11 A 4125 ELMS RD 11/2-12/5/11 A 4125 ELMS RD 12/6-1/9/12 A 4125 ELMS RD 1/10-2/7/12 A 4125 ELMS RD 2/8-3/7/12 A 4125 ELMS RD 3/8-4/9/12 A 4125 ELMS RD 4/10-5/8/12 A 4125 ELMS RD 5/9-6/7/12 A 4125 ELMS RD	(180.16) 21.28 25.29 23.52 17.20 17.20 19.18 24.56 37.14
				5.21
06/14/2012	36220	CONSUMERS ENERGY	5/9-6/7/12 A 4125 ELMS RD PAVILION	19.30
06/14/2012	36221	CONSUMERS ENERGY	5/1-5/31/12 5/1-5/31/12 4524 MORRISH RD	46.40
06/14/2012	36222	CONSUMERS ENERGY	5/4-6/5/12 A 5121 MORRISH RD	111.89
06/14/2012	36223	CONSUMERS ENERGY	5/4-6/4/12 E 5257 WINSHALL DR	17.34
06/14/2012	36224	CONSUMERS ENERGY	5/4-6/4/12 E 5361 WINSHALL DR	17.34
06/14/2012	36225	CONSUMERS ENERGY	5/4-6/4/12 E WINSHALL RESTROOMS	43.94
06/14/2012	36226	CONSUMERS ENERGY	5/8-6/6/12 A 6425 MILLER RD PARK & RIDE	56.80
06/14/2012	36227	CONSUMERS ENERGY	5/4/6/5/12 A 8011 MILLER RD	17.34
06/14/2012	36228	CONSUMERS ENERGY	5/4-6/5/12 A 8059 FORTINO DR	58.75
06/14/2012	36229	CONSUMERS ENERGY	5/4-6/5/12 A 8083 CIVIC DR	626.13
06/14/2012	36230	CONSUMERS ENERGY	5/4-6/5/12 A 8095 CIVIC DR	1,128.10
06/14/2012	36231	CONSUMERS ENERGY	5/4-6/5/12 A 8100 CIVIC DR	668.91
06/14/2012	36232	CONSUMERS ENERGY	5/4-6/4/12 A 8301 CAPPY LN	213.07
06/14/2012	36233	CONSUMERS ENERGY	5/4-6/4/12 A 8499 MILLER RD	14.85
06/14/2012	36234	CONSUMERS ENERGY	5/4-6/4/12 E 9099 MILLER RD	31.24
06/14/2012	36235	CONSUMERS ENERGY	5/1-5/31/12 ELMS PARKING LOT	31.18
06/14/2012	36236	CONSUMERS ENERGY	5/1-5/31/12 STREET LIGHTS	10,685.69
06/14/2012	36237	CONSUMERS ENERGY	5/1-5/31/12 TRAFFIC LIGHTS	403.26
06/14/2012	36238	CONSUMERS ENERGY	5/1-5/31/12 SIRENS	28.07
06/14/2012	36239	DEANNA KORTH	REIMB MML WEBINAR 6/12/12	40.00
06/14/2012	36240	DELTA DENTAL PLAN	JULY 2012 DENTAL - RETIREES (4)/EST TAX	290.56
06/14/2012	36241	FLINT WELDING SUPPLY	CYLINDER COMPRESSED OXYGEN	5.00
06/14/2012	36242	GEN CTY ROAD COMMISSION	WHITE/ORANGE SHEETING/SIGN PARADE MAY 2012 S-MTCE & OPERATIONS	289.01 163.35
				452.36
06/14/2012	36243	MARY MCELROY	REFUND PAV #4 ELMS PARK	100.00
06/14/2012	36244	MID MICHIGAN MANUFACTURING	PIPE PATCH 5173 DON SHENK	2,400.00
06/14/2012	36245	MY-CAN LLC	2 PORTAJON RENTALS ELMS/WINSHALL PARKS	280.00
06/14/2012	36246	NEXTEL COMMUNICATIONS	MAY 2012 MONTHLY BILL	503.51
06/14/2012	36247	OVERHEAD DOOR CO.	CABLES/GARAGE DOOR REPAIR	153.00
06/14/2012	36248	RICHARD ABRAMS	SMALL CITIES MTG DINNER/MILEAGE	41.98

06/14/2012	36249	ROYALTY SERVICES INC	MOW CITY PROPERTIES 5/29/12	815.00
			MOW CITY PROPERTIES 6/5/12	815.00
				1,630.00
06/14/2012	36250	RWS OF MID MICHIGAN	GARBAGE/RECYCLING/YARD WASTE FY12	19,949.44
06/14/2012	36251	SELF SERVE LUMBER CO.	LUMBER/ELMS PARK TABLES	56.43
06/14/2012	36252	SIMEN FIGURA & PARKER PLC	MAY 2012 GEN'L/TRAFFIC/ORDIN	2,875.00
06/14/2012	36253	SPRINGBROOK EAST CONDO ASSOC	LAWN MOVING OF SBE VACANT LOTS	95.70
06/14/2012	36254	SWANK MOTION PICTURE INC.	DVD BOLT 6/8/12 MOVIE NIGHT	321.00
06/14/2012	36255	UNUM LIFE INSURANCE	JULY 2012 LIFE INS SHANNON/SNELL	15.74
06/15/2012	36256	DONALD KORTH	ADVANCE ON UPDATING SERVER	800.00
06/21/2012	36257	AMERAPLAN INC	AMERAPLAN BILLING FOR JULY 2012	254.25
06/21/2012	36258	APEX SOFTWARE	ANNUAL MAINT. 8/1/12-8/1/13	215.00
06/21/2012	36259	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV.	76.41
			MATS, SUPPLIES	27.63
				104.04
06/21/2012	36260	BRADYS BUSINESS SYSTEMS	COPY MACH MAINT AGREEMENT 6/15-7/15/12	71.09
06/21/2012	36261	C & H CONSTRUCTION CO INC	WATERMAIN BREAK REPAIR 7529 MILLER	2,901.50
			FIRE HYDRANT REPAIR MILLER/I-69	2,207.19
				5,108.69
06/21/2012	36262	C & M WIRE ROPE & SUPPLY CO	FOAM EARPLUGS	36.00
06/21/2012	36263	COMCAST BUSINESS	6/26-7/25/12 CITY HALL	275.80
06/21/2012	36264	CREEK AUTO SERVICES LLC	LOF MONTHLY MAINT 10-161	32.95
			EXHAUST REPAIR 05-649	203.74
			FRONT BRAKES SWAY BAR BUSHINGS 10-161	238.40
			LOF MONTHLY MAINT. 05-275	29.95
			MT & BAL FRONT TIRES 09-401	32.00
				537.04
06/21/2012	36265	DONALD KORTH	SMALL BUS 2011 25 USER/4 GB DDR2 SDRAM	510.44
06/21/2012	36266	ELITE BUSINESS PRODUCTS	OFFICE SUPPLIES	94.41
06/21/2012	36267	G NEIL DIRECT MAIL	POSTER GUARD 1 YEAR	59.99
			POSTER GUARD 1 YEAR	59.99
			POSTER GUARD 1 YEAR	59.99
				179.97
06/21/2012	36268	GENESEE COUNTY	PRINT 2012 SUMMER BILLS/TAX ROLL	108.13
06/21/2012	36269	GENESEE CTY DRAIN COMMISSIONER	NPDES PHASE II IMPL FEES 4/1-6/30/12	862.72
06/21/2012	36270	JERRY'S TIRE	USED TIRE/ELMS PARK PLAYScape	55.00
06/21/2012	36271	KATIE GREGORY	UB REFUND 5438 MILLER RD	245.29
06/21/2012	36272	KENDALL PRINTING	UD-14 FORMS	381.40
06/21/2012	36273	MEDLAW LLC	BLOOD DRAW MARK ANDONI	90.00
06/21/2012	36274	MICHAEL R SHUMAKER	SMALL CITIES MTG/DINNER 6/6/12	12.99
06/21/2012	36275	MICHIGAN ASSOC OF PLANNING	2013 MEMBERSHIP PLANNING COMMISSION	625.00
06/21/2012	36276	MICHIGAN PIPE AND VALVE	PARTS FOR HYDRANT REPAIR	498.92
			CLAMPS/VALVES/RETNR GLAND/BOLT&GASKT/	4,529.48
			GRATE FOR STREET CATCH BASIN	44.16
				5,072.56
06/21/2012	36277	MUNDY TOWNSHIP PD	1/2 COST OF LIVESCAN 6/1/12-6/1/13	1,747.50
06/21/2012	36278	PARISEAU'S PRINTING INC	APPROVED STICKERS (250)	46.50
06/21/2012	36279	PRINTING SYSTEMS	AV ENVELOPES & APPLICATION	258.72
06/21/2012	36280	PROGRESSIVE AE	ENGINEERING SERVICES FOR SIGNAL WORK M	201.15
06/21/2012	36281	RBM CONSULTING LLC	ELECTION EQUIP MAINT 7/1/12-6/30/12	1,025.00
06/21/2012	36282	SCHAEFER'S OFFICE SOURCE	OFFICE SUPPLIES/PRINTER CARTRIDGES	345.02
			LASER TONER	87.99
			RETURN PRINTER CARTRIDGE	(49.99)

				383.02
06/21/2012	36283	STATE OF MICHIGAN-DEPART. TREA	MARI-DAN 2011 TAX IN LIEU	14,745.70
06/21/2012	36284	SWARTZ CREEK AREA FIRE DEPT.	MAY 2012 MONTHLY RUNS	2,460.72
06/21/2012	36285	SWARTZ CREEK AREA FIRE DEPT.	OPER & EQUIP BUDGET 7/1-12/31/12	51,248.50
06/21/2012	36286	SWARTZ CREEK ELEVATOR	GRASS SEED/HOMETOWN DAYS	62.50
06/21/2012	36287	TRANSCRIPTIONGEAR INC	PHILLIPS DPM9600 RECORDING SYSTEM	389.00
			REPAIR GLASS DISPLAY DPM9600	53.61
				442.61
06/21/2012	36288	UPS	UPS SHIPPING	12.84
06/21/2012	36289	VALLEY PETROLEUM	6/1-6/15/12 FUEL USAGE - DPW	344.86
06/21/2012	36290	VALLEY PETROLEUM	6/1-6/15/12 FUEL USAGE - POLICE	1,193.94
06/21/2012	36291	VILLAGE CLEANERS	APRIL 2012 UNIFORM CLEANING	145.75
06/25/2012	36292	STATE OF MICHIGAN	ESCHEATING COMM L OUTSTANDING CHECKS	1,632.51
06/28/2012	36293	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV.	76.41
			MATS, SUPPLIES	27.63
			UNIFORMS, MATS, SUPPLIES, ENV.	89.84
			MATS, SUPPLIES	27.63
				221.51
06/28/2012	36294	C & H CONSTRUCTION CO INC	CATCH BASIN REPAIR 5162 OXFORD	2,536.40
			REPAIR DRIVEWAY/CURB 5162 OXFORD	1,521.00
				4,057.40
06/28/2012	36295	CDW GOVERNMENT INC	2 YR ANTIVIRUS RENEWAL QUOTE CTMW662	570.00
06/28/2012	36296	DENNIS J BITTNER	APPLY CALCIUM CHLORIDE STREETS/ELMS PA	1,470.00
06/28/2012	36297	DENNIS MITCHELL	CHIPPING 6/12/12	1,235.00
			CHIPPING 5/29/12	1,040.00
				2,275.00
06/28/2012	36298	DOT FIRST AID AND SAFETY	REPLENISH FIRST AID/DPW	88.52
06/28/2012	36299	FARRO FARMS	REFUND OVERCHARGE FOR BULK WATER FEE	56.90
06/28/2012	36300	FIDELITY NATIONAL TITLE GREAT LAKE	REFUND CREDIT BALANCE 4056 ELMS	19.25
06/28/2012	36301	GARY DIECK	REFUND OVERCHARGE FOR BULK WATER FEE	289.79
06/28/2012	36302	GENESEE COUNTY TREASURER	ACQUISITION OF PROP 58-36-578-018	1,354.11
06/28/2012	36303	GENESEE CTY DRAIN COMMISSIONER	4183 HICKORY LANE SEWER CCIF	1,000.00
06/28/2012	36304	GENESEE CTY DRAIN COMMISSIONER	4/26-5/30/12 COMM/READY TO SERVE	81,987.14
06/28/2012	36305	JÉANNE GILBANK	REFUND OVERCHARGE FOR BULK WATER FEE	173.32
06/28/2012	36306	LANDMARK APPRAISAL CO	ASSESSOR SERVICES NOV 1, 2011-OCT 31, 20	2,233.33
06/28/2012	36307	ROB KEHOE	CLEAN INTERIOR S-10 PICKUP	50.00
06/28/2012	36308	ROBERT R DAVIS	MECH PERMITS APPLECREEK FLOOD	2,560.00
06/28/2012	36309	ROYALTY SERVICES INC	MOW CITY PROPERTIES 6/19/12	815.00
06/28/2012	36310	SCHAEFER'S OFFICE SOURCE	PAPER TOWELS	123.56
06/28/2012	36311	U. S. POST OFFICE	ADVANCE FOR STAMPS	71.25
06/28/2012	36312	WEST SHORE SERVICES INC	SIREN MAINT 6/21/12	1,800.00
06/29/2012	36313	AMY NICHOLS	COPAY REIMBURSEMENT	156.43
06/29/2012	36314	CONNIE ESKEW	COPAY REIMBURSEMENT	166.50
06/29/2012	36315	DEANNA KORTH	COPAY REIMBURSEMENT	508.74
06/29/2012	36316	DONALD KORTH	UPDATE OF SERVER	2,200.00
06/29/2012	36317	JUANITA AGUILAR	COPAY REIMBURSEMENT	146.80
06/29/2012	36318	NICK PAUL	COPAY REIMBURSEMENT	250.00
06/29/2012	36319	RICK CLOLINGER	COPAY REIMBURSEMENTS	733.90
06/29/2012	36320	U. S. POST OFFICE	POSTAGE FOR JULY 2012 UB BILLING	665.00

GEN TOTALS:

(1 Check Voided)

Total of 132 Disbursements:

262,287.16

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN

STREET CLOSURE APPLICATION

DATE OF REQUEST: 6-29-12 _____ 200_____

SPONSOR ORGANIZATION St. Pius X School

AUTHORIZED REPRESENTATIVE: Cathy VanCamp

WORK ADDRESS: _____ HOME ADDRESS: 5184 VanVleet Dr.

PHONE NO: WORK (734) 936.4025 HOME: (810) 6350571 CELL: (810) 3944171

TYPE OF EVENT: _____ PARADE* (DRAW ROUTE ON ATTACHED MAP)

_____ CARNIVAL _____ CRAFT SHOW

_____ STREET DANCE _____ CONCERT

X OTHER: 5K road race/week

DATE OF EVENT: 7, 31, 12 TIME OF EVENT: FROM: 6³⁰ AM / (PM)
TO: 8⁰⁰ AM / (PM)

ESTIMATED NUMBER OF PARTICIPANTS: 100-150

ROADS REQUESTED TO BE CLOSED: ** no roads closed. Volunteers at bus, intersections

The applicant agrees, as a condition of the granting of this permit, to hold the City of Swartz Creek, it's officers, employees, and agents harmless from any liability from any injuries caused to persons or property in connection with this event. To that end, the applicant shall provide the City with evidence of insurance for such liability in an amount determined adequate by the City Attorney, but in no case less than \$1,000,000/2,000,000 aggregate and the City of Swartz Creek shall be named as an insured party on said policy. The policy shall also contain a provision providing the City with ten (10) days written notice of cancellation.

For: St. Pius X School (Organization) By: Cathy VanCamp (Authorized Representative)

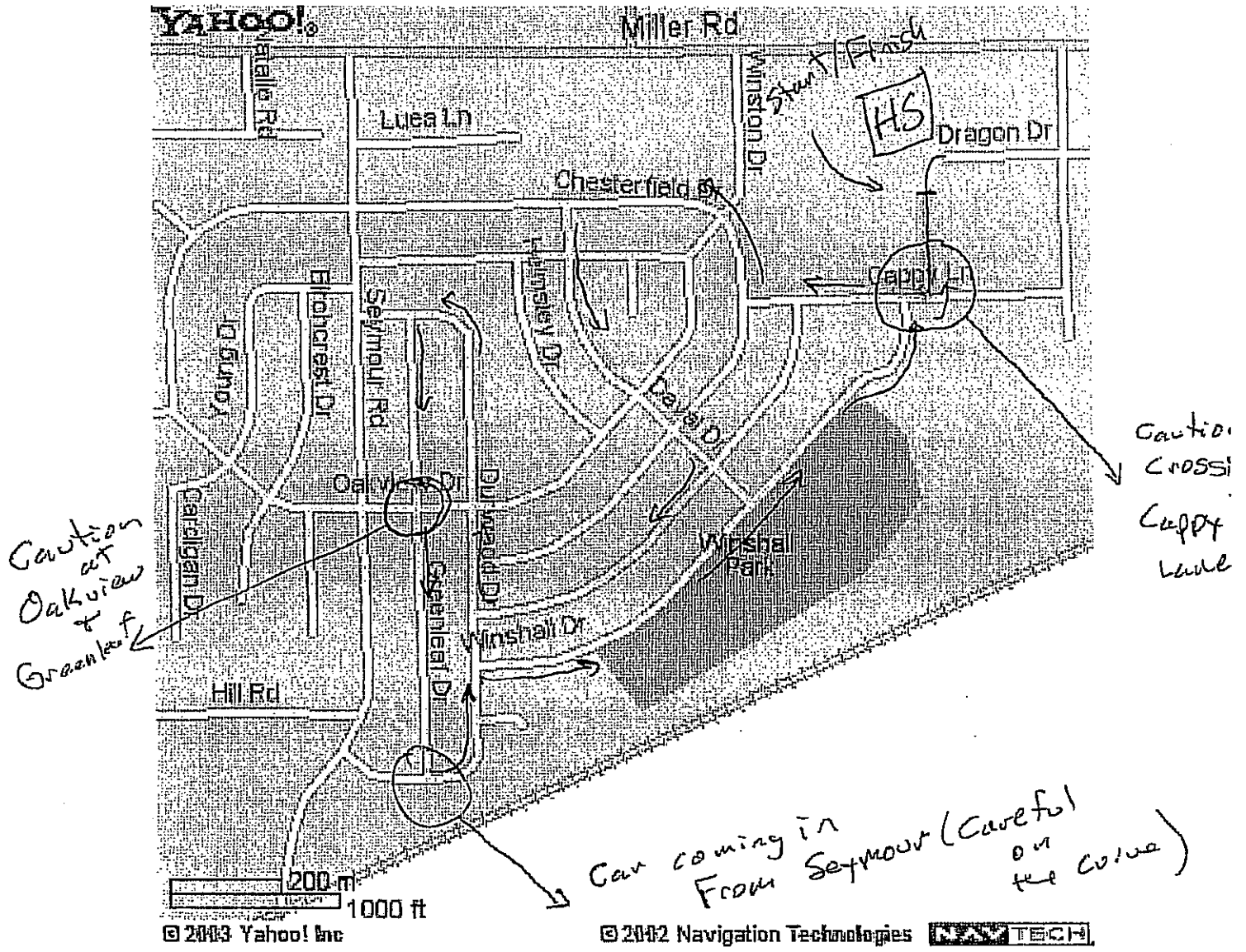
APPROVED BY: [Signature] (Chief of Police) 7-6-12 PENDING INS. BINDER

* The throwing of any item(s) from any vehicle during the course of a parade is strictly prohibited and violations may result in criminal prosecution and/or the denial of future permit applications.

**The Chief of Police reserves the right to determine the length of time that any street(s) remain(s) closed to traffic.

THIS REQUEST AND ALL REQUIRED ASSOCIATED DOCUMENTS MUST BE SUBMITTED TO THE OFFICE OF THE CHIEF OF POLICE NO LATER THAN 30 DAYS PRIOR TO EVENT DATE

Swartz Creek 5K Challenge Course Map



- Start From High School .
- Right on Cappy Lane.
- Right on Worcester Dr. then straight where it turns to Chesterfield.
- Left on Daval Dr.
- Right on Don Shenk Dr.
- Right on Durwood Dr.
- Left on Greenleaf Dr.
- Left on Durwood Dr.
- Right on Winshall Dr.
- Right on Cappy Lane.
- Left back into school.

All corners and Caution Areas will be manned by Volunteers.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/06/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 300 Ottawa N.W. Suite 301 Grand Rapids, MI 49503-2308 Please call MCC (517) 372-9310	1-878-232-0910	CONTACT NAME PHONE (A/C, H/P, F/M) FAX (A/C, No.) E-MAIL ADDRESS	INSURER(S) AFFORDING COVERAGE INSURER A: PRINCETON EXCESS & SURPLUS LINES INS 10786 INSURER B: SAFETY NATL CAS CORP 25105 INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Michigan Catholic Conference ST PIUS X PARISH, PRINT 3192 510 S. Capitol Ave. Lansing, MI 48933			

COVERAGES **CERTIFICATE NUMBER: 38204034** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR. CLAS.	TYPE OF INSURANCE	ADDL. SUBR. INSTR. NO. (S)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Add'l Insured Term <input checked="" type="checkbox"/> PROFESSIONAL GEN'L AGGREGATE LIMIT APPLIES PER POLICY PERIOD		R2-A3-PF-0000009-08	07/01/12	07/01/13	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (PER OCCURRENCE) \$ MED EXP (any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ CONTINGENT RETENTION (Exclusion) \$ ADJ. V. INJURY (Per person) \$ BODILY INJURY (Per occurrence) \$ PROPERTY DAMAGE (Per occurrence) \$ \$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIREL AUTOS <input type="checkbox"/> NON-OWNED AUTOS					\$
	UMBRELLA LIAB. OCCUR EXCESS LIAB. CLAIMS-MADE DPC RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER MEMBER EXCLUDED? (Mandatory in MI) Type of work subject to description of operations below	Y/N	SP 4044147	07/01/12	07/01/13	VEHICULAR & OTHER LIMITS \$1 EACH ACCIDENT \$ 1,000,000 PT DISEASE - POLICY LIMIT \$ 1,000,000 PT DISEASE - POLICY LIMIT \$ 1,000,000 Cos/Claims Made \$ 3,000,000
A	Dir & Off/Counselors E&O		R2-A3-PF-0000009-01	07/01/12	07/01/13	Cos/Claims Made \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101. Additional Remarks Schedule if more space is required)

LIMITS ARE INCLUSIVE OF DEFENSE & INSURED RETENTION

CERTIFICATE HOLDER NAMED ADDITIONAL INSURED REGARDING GENERAL LIABILITY FOR

CERTIFICATE HOLDER

CANCELLATION

CITY OF SWARTZ CREEK
5192
MI 48933

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
[Signature]

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City Offices
M-F 8am-4:30pm
810.635.4464
810.635.2887 fax

Police Department
Emergency 911
M-F 8am-5pm
810.635.4401
810.635.3728 fax

Public Services Department
M-F 8am-4:30pm
810.635.4464

July 6, 2012

Dear Resident:

In reference to your previously submitted form related to the heavy rains that occurred on May 3rd and 4th 2012, the Genesee County Emergency Management Division has secured the use of SBA Disaster Loans for those who desire assistance.

On the reverse side of this letter you will find information regarding how to get help in securing these loans. Please feel free to call our office if you have any questions.

Sincerely,

Paul Bueche
City Manager





DISASTER NEWS

Loans for Homeowners, Renters and Businesses of All Sizes
SBA Disaster Assistance – Field Operations Center- East – 101 Marietta Street, NW, Suite 700, Atlanta, GA 30303

Release Date: July 5, 2012
Release Number: 12-596, MI 13101/13102

Contact: Matt Young
Phone: (404) 331-0333

SBA Disaster Loan Outreach Center Opens to Help Those Affected by Floods in Michigan

ATLANTA – Michigan residents and businesses affected by the severe storms and flooding on May 3-5 can get assistance from the U.S. Small Business Administration at a Disaster Loan Outreach Center opening Tuesday, July 10.

The center is located in the following community and is open as indicated:

GENESEE COUNTY

Flint Township Police Department
5200 Noriko Drive
Flint, Michigan 48507

Opening: Tuesday, July 10 from 10:00 a.m. to 7:00 p.m.
Hours: Tuesday, July 10 through Thursday, July 19 from 10:00 a.m. to 7:00 p.m.
Saturday, July 14, from 10:00 a.m. to 2:00 p.m.
Closed: Sunday, July 15
Closing: Thursday, July 19 at close of business

Interest rates are as low as 1.938 percent for homeowners and renters, 3 percent for non-profit organizations and 4 percent for businesses with terms up to 30 years. Loan amounts and terms are set by the SBA and are based on each applicant's financial condition.

Individuals and businesses unable to visit the Center in person may obtain information and loan applications by calling the SBA's Customer Service Center at 1-800-659-2955 (1-800-877-8339 for the deaf and hard-of-hearing), or by sending an email to disastercustomerservice@sba.gov. Loan applications can also be downloaded from www.sba.gov. Completed applications should be returned to the Center or mailed to: U.S. Small Business Administration, Processing and Disbursement Center, 14925 Kingsport Road, Fort Worth, TX 76155.

Applicants may also apply online using the Electronic Loan Application (ELA) via SBA's secure website at <https://disasterloan.sba.gov/ela>.

The filing deadline to return applications for physical property damage is **August 27, 2012**. The deadline to return economic injury applications is **March 28, 2013**.

###

For more information about the SBA's Disaster Loan Program, visit our website at www.sba.gov.

Dear Resident:

We are pleased to present the 2011 Annual Consumers Confidence Report for your review. During 2011, we had no violations of the drinking water regulations.

On July 1st, 2012, the City of Detroit raised our water rates. This year's increase is again greater than 10%. For the fifth year in a row, the County Agency has not raised its portion of the water rates.

This Consumer Confidence Report is posted on our website: www.gcdcwws.com.

Should you have any questions or comments, do not hesitate to contact this office at 810-732-7870.

Proudly providing water and sewer service to the residents of Genesee County,

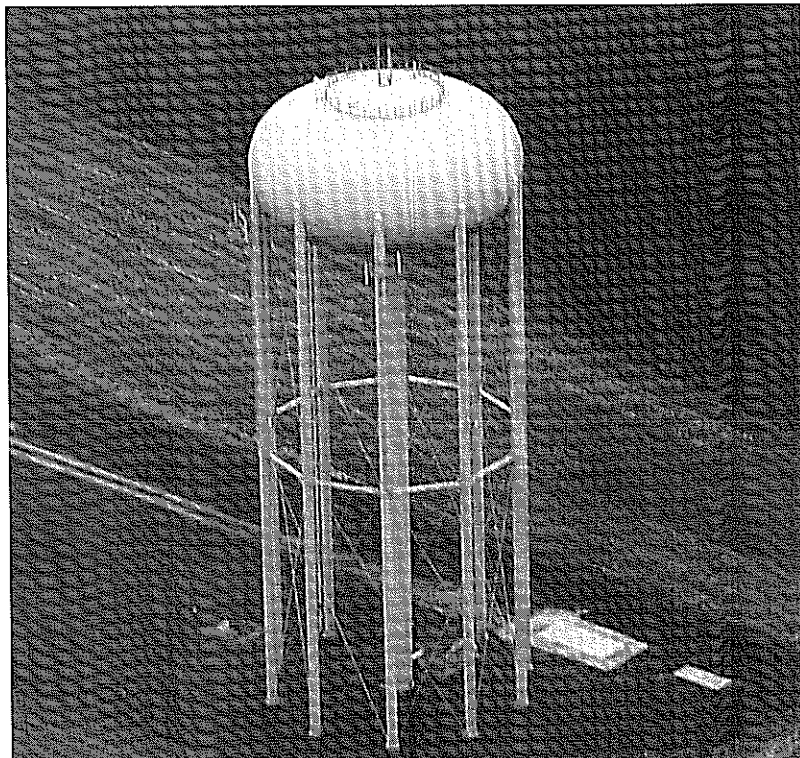
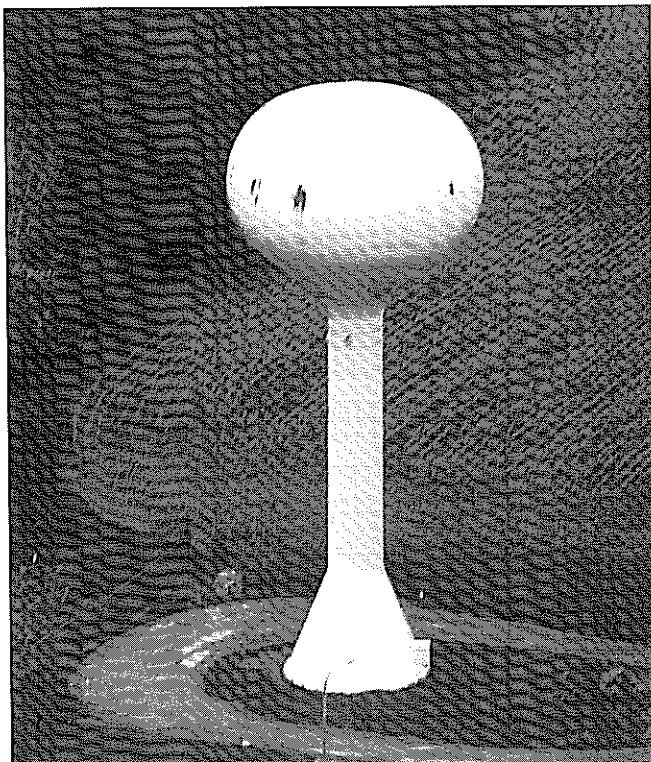
Jeff Wright, Drain Commissioner

Warren Vyvyan, Chief Deputy Drain Commissioner

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

Dave Jansen, Assistant Director, Water and Waste Services

Tim Davidek, Chief, Operations and Maintenance, Water and Waste Services



Water Source

GCDC-WWS is supplied water through the City of Flint by the Detroit Water and Sewerage Department, which draws its water from Lake Huron. We provide water to nineteen communities within the County.

Additional Information

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline (800-426-4791).

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

Contaminants that may be present in source water include:

- (A) Microbial contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- (B) Inorganic contaminants, such as salts and metals, which can be naturally occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.
- (C) Pesticides and herbicides, which may come from a variety of sources, such as agriculture, urban stormwater runoff and residential uses.
- (D) Organic chemical contaminants, including synthetic and volatile organics, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff and septic systems.
- (E) Radioactive contaminants, which can be naturally occurring or the result of oil and gas production and mining activities.

To ensure that tap water is safe to drink, the Environmental Protection Agency (EPA) prescribes regulations which limit the amount of certain contaminants in water provided by public water systems. The Food & Drug Administration (FDA) regulations establish limits for contaminants in bottled water, which must provide for public health.

How Do I Read This Chart?

It's easy! Our water is tested to assure that it is safe and healthy. These tables are based on tests conducted by GCDC-WWS and the City of Detroit within the last five (5) calendar years. We conduct many tests throughout the year, however, only tests that show the presence of a contaminant are shown here. The table on this page is a key to the terms used in the following tables. Sources of Contaminant show where this substance usually originates.

Key to Detected Contaminants Tables		
Symbol	Abbreviation for	Definition/Explanation
MCLG	Maximum Contaminant Level Goal	The level of contaminant in drinking water below which there is no known or expected risk to health.
MCL	Maximum Contaminant Level	The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.
MRDLG	Maximum Residual Disinfectant Level Goal	The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.
MRDL	Maximum Residual Disinfectant Level	The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.
ppb	Parts per Billion (one in one billion)	The ppb is equivalent to micrograms per liter. A microgram = 1/1000 milligram.
ppm	[Parts per million (one in one million)	The ppm is equivalent to milligrams per liter. A milligram = 1/1000
NTU	Nephelometric Turbidity Units	Measures the cloudiness of water.
TT	Treatment Technique	A required process intended to reduce the level of a contaminant in drinking water.
AL	Action Level	The concentration of a contaminant, which, if exceeded, triggers treatment or other requirements which a water system must follow.
HAA5	Haloacetic acids	HAA5 is the total of bromoacetic, chloroacetic, dibromoacetic, dichloroacetic, and trichloroacetic acids. Compliance is based on the total.
TTHM	Total Trihalomethanes	Total Trihalomethanes is the sum of chloroform, bromodichloromethane, dibromochloromethane, and bromoform. Compliance is based on the total.
n/a	Not applicable	
>	Greater Than	

Genesee County Water and Waste Services Detected Contaminants Tables

Contaminant	Test Date	Units	Health Goal MCLG	Allowed Level MCL	Average Level Detected	Range of Detection	Violation yes/no	Major Sources in Drinking Water
Inorganic Chemicals - Annual Monitoring at Plant Finished Water Tap								
Fluoride	Jan-Dec 2011	ppm	4	4	1.34	0.37-1.34	No	Erosion of natural deposits; Water additive, which promotes strong teeth; Discharge from fertilizer and aluminum factories.
Nitrate	8/14/2011	ppm	10	10	.30	n/a	No	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits
Barium	6/9/2008	ppm	2	2	0.01	n/a	No	Discharge of drilling wastes; Discharge from metal refineries; Erosion of natural deposits.
Disinfectant Residuals and Disinfection By-Products - Monitoring in Distribution System								
Total Trihalomethanes (TTHM)	Feb-Nov 2011	ppb	n/a	80	17.8	7.7-25.0	No	By-product of drinking water chlorination
Haloacetic Acids (HAA5)	Feb-Nov 2011	ppb	n/a	60	11.6	5.5-14.0	No	By-product of drinking water disinfection
Disinfectant (Total Chlorine residual)	Jan-Dec 2011	ppm	MRDGL 4	MRDL 4	0.80	0.59-0.93	No	Water additive used to control microbes
2011 Turbidity - Monitored every 4 hours at Plant Finished Water Tap								
Highest Single Measurement Cannot exceed 1 NTU		Lowest Monthly % of Samples Meeting Turbidity Limit of 0.3 NTU (minimum 95%)				Violation yes/no		Major Sources in Drinking Water
0.2 NTU		100%				No		Soil Runoff
Turbidity is a measure of the cloudiness of water. We monitor it because it is a good indicator of the effectiveness of our filtration system.								
2011 Microbiological Contaminants - Monthly Monitoring in Distribution System								
Contaminant	MCLG	MCL		Number Detected	Violations yes/no	Major Sources of Contaminant		
Total Coliform bacteria	0	Presence of Coliform bacteria >5% of monthly samples		none detected	No	Naturally present in the environment		
E. coli or Fecal coliform bacteria	0	A routine sample and a repeat sample are total coliform positive, and one is also fecal or E. coli positive		none detected	No	Human waste and animal fecal waste		
Special Monitoring								
Sodium (ppm)	2011	ppm	na	na	9.76	na	Erosion of natural deposits	
Regulated Contaminant	Treatment Techniques	Running Annual Average	Monthly Ratio Range	Violation Yes/No	Typical Source of Contaminant			
Total Organic Carbon (ppm)	The Total Organic Carbon (TOC) removal ratio is calculated as the ration between the actual TOC removal and the TOC removal requirements. The TOC was measured each month and because the level was low, there is no requirement for TOC removal.				Erosion of natural deposits			

Genesee County Lead and Copper Results

Contaminants	Test Date	Units	Number of Samples	Number of Samples Exceeding AL	Action Level AL	90th Percentile	Major Source in Drinking Water	Violations (Yes or No)
Lead	2011	ppb	14	0	15	0.001	Crosion of Household Plumbing Erosion of natural deposits	NO
Copper	2011	ppm	14	0	1.3	0.04	Crosion of Household Plumbing Erosion of natural deposits	NO

Important Health Information - Lead

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. Genesee County Water and Waste Services is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline (800) 426-4791 or at <http://www.epa.gov/safewater/lead>.

People with Special Health Concerns

Some people may be more vulnerable to contaminants in drinking water than is the general population. Immuno-compromised persons, such as persons with cancer who are undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC (Communicable Disease Center) guidelines on appropriate means to lessen the risk of infection by cryptosporidium and other microbial contaminants are available from the Safe Drinking Water Hotline (800-426-4791).

*We are required by the EPA to send this report to all residence within Genesee County.



**Genesee County
Drain Commissioner**
Water & Waste Services
G-4610 Beecher Rd.
Flint, MI 48532

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LOCAL POSTAL CUSTOMER

Water Quality Report



Cryptosporidium

Cryptosporidium is a disease-causing parasite that lives in the intestinal tract of many animals, including dogs and cats. Symptoms of infection include diarrhea, abdominal cramps, headaches, nausea, and vomiting. The disease is typically spread through contact with feces of an infected animal or person and by consuming contaminated food or water. Cryptosporidium can be introduced into bodies of water by way of surface water runoff containing animal waste and sewage discharge. The water supplied to the Genesee County Division of Water and Waste Services has been tested for Cryptosporidium since 1994 and has never been detected in any water supply samples.

Opportunities for Public Participation

We encourage public interest and participation in our community's decisions affecting drinking water. Regular Advisory Board Meetings occur on the third Wednesday of every month, at G-4610 Beecher Road, Flint, Michigan at 9:00 A.M. The public is welcome.

National Primary Drinking Water Regulation Compliance

We'll be happy to answer any questions about Genesee County Division of Water and Waste Services and our water quality. Call Rich Bysko or Jim Thompson at 810-732-7870. You may also visit our website <http://www.gdcwss.com>

A Message from the Flint River Watershed Coalition (FRWC)

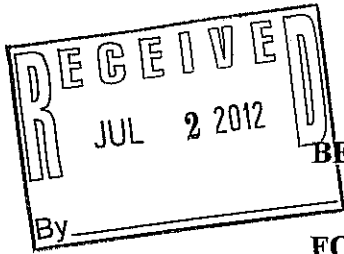
The Flint River Watershed Coalition's mission is to protect, preserve, and improve our watershed. FRWC efforts include educational programs such as Flint River GREEN, activities such as canoe trips and river walks, and outreach programs such as a speaker's bureau that is available for your service club or organization. These programs, and others, focus on reducing pollution and helping residents understand how we can all work to enhance our water quality.

For additional information about FRWC programs, please visit our website at www.FlintRiver.org. You can also find the Coalition on FaceBook, MySpace, Live Journal, Flickr, and Twitter.

Lake Huron Plant Source Water Assessment

Your source water comes from the lower Lake Huron watershed. The watershed includes numerous short, seasonal streams that drain to Lake Huron. The Michigan Department of Environment Quality in partnership with the U.S. Geological Survey, the Detroit Water and Sewerage Department, and the Michigan Public Health Institute performed a source water assessment in 2004 to determine the susceptibility of potential contamination. The susceptibility rating is a seven-tiered scale ranging from "very low" to "very high" based primarily on geologic sensitivity, water chemistry, and contaminant sources. The Lake Huron source water intake is categorized as having a moderately low susceptibility to potential contaminant sources. The Lake Huron water treatment plant has historically provided satisfactory treatment of this source water to meet drinking water standards.

If you would like to have more information about this report or a complete copy of this report, please contact your water department at 810-732-7870.



STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

NOTICE OF HEARING
FOR THE ELECTRIC AND NATURAL GAS CUSTOMERS OF
CONSUMERS ENERGY COMPANY
CASE NO. U-16736

- Consumers Energy Company requests Michigan Public Service Commission approval to reconcile its 2011 Energy Optimization (EO) plan costs and revenues associated with its 2011 EO plan, for the 12-month period ending December 31, 2011 and to collect an earned incentive payment.
- 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: July 12, 2012, at 9:00 a.m.
This hearing will be a prehearing conference to set future hearing dates and decide other procedural matters.

BEFORE: Administrative Law Judge Mark D. Eyster

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

The Mercantile Way building sustained flood damage and remains closed until further notice. Please consult the Michigan Public Service Commission website at: www.michigan.gov/mpsc for updates on hearing locations or call 517.241.6060.

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 Company's (Consumers Energy) May 31, 2012 application to reconcile its EO costs and surcharge revenues for both electric and natural gas service for the 12-month period ending December 31, 2011. The Company represents that it exceeded its statutory electric savings requirement of 255,039 thousand kilowatt-hours (MWh) and statutory gas savings requirement of 1,263,564 thousand cubic feet (Mcf). Consumers Energy also seeks Commission's approval to collect an incentive payment for both the electric and natural gas EO plans.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: michigan.gov/mpscedockets. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: mpscedockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 241-6180 or by email at: mpscedockets@michigan.gov.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by July 5, 2012. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy'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.

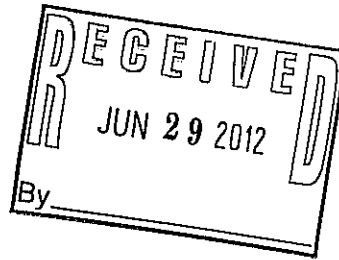
A copy of Consumers Energy's application may be reviewed on the Commission's website at: michigan.gov/mpscedockets, and at the office of Consumers Energy Company, One Energy Plaza, Jackson, MI. For more information on how to participate in a case, you may contact the Commission at the above address or 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.; 1909 PA 300, as amended, MCL 462.2 et seq.; 2008 PA 295, MCL 460.1001 et seq., and the Commission's Rules of Practice and Procedure, as amended, 1999 AC, R 460.17101 et seq.

June 18, 2012



June 26, 2012



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

Dear Mr. Bueche:

As part of Comcast's commitment to keep you informed about important developments that affect our customers in your community, I am writing to notify you of changes to our channel lineup. Customers are being notified of these changes via bill message.

Effective September 5, 2012: TBS (Ch. 17) on Limited Basic and TBS HD (Ch. 196) on Limited Basic HD will move to the Digital Starter Package.

As always, feel free to contact me directly at 586-883-7075 with any questions you may have.

Sincerely,

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